



**AGENDA
CITY OF CEDAR FALLS, IOWA
CITY COUNCIL MEETING
MONDAY, AUGUST 19, 2019
7:00 PM AT CITY HALL**

Call to Order by the Mayor

Roll Call

Approval of Minutes

1. Regular Meeting of August 5, 2019.

Administration of Oath to Public Safety Officers and Reserve Officers

Agenda Revisions

Special Order of Business

2. Public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2019 Peter Melendy Park Renovation Project.
 - a) Receive and file proof of publication of notice of hearing. (Notice published August 9, 2019)
 - b) Written communications filed with the City Clerk.
 - c) Oral comments.
3. Resolution approving and adopting the plans, specifications, form of contract & estimate of cost for the 2019 Peter Melendy Park Renovation Project.
4. Resolution correcting a scrivener's error and amending Resolution #21,590 relative to voluntary annexation of certain real estate.
5. Public hearing on applications for voluntary annexation of certain real estate to the City of Cedar Falls.
 - a) Receive and file proof of publication of notice of hearing. (Notice published July 19, 2019)
 - b) Written communications filed with the City Clerk.
 - c) Oral comments.
6. Resolution approving the voluntary annexation of property to the City of Cedar Falls which lies within two (2) miles of the corporate boundaries of the City of Hudson.
7. Public hearing on a proposed Agreement for Private Development and conveyance of certain city-owned real estate to Strickler Properties, L.C.
 - a) Receive and file proof of publication of notice of hearing. (Notice published August 9, 2019)
 - b) Written communications filed with the City Clerk.
 - c) Oral comments.

8. Resolution approving and authorizing execution of an Agreement for Private Development and a Minimum Assessment Agreement with Strickler Properties, L.C., and approving and authorizing execution of a Quit Claim Deed conveying title to certain real estate to Strickler Properties, L.C.

Old Business

9. Pass Ordinance #2950, granting a partial property tax exemption to ACOH, LLC for construction of an industrial use manufacturing and office facility at 6601 Development Drive, upon its second consideration.
10. Pass Ordinance #2952, granting a partial property tax exemption to FN Investors, LLC for construction of an industrial use lab and office facility at 3019 Venture Way, upon its second consideration.
11. Pass Ordinance #2953, amending Ordinance No. 1923, 2122, 2461, 2696, 2785 and 2923, providing that general property taxes levied and collected each year on all property located within the amended Cedar Falls Unified Highway 58 Corridor Urban Renewal Area, 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, Dike-New Hartford 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 Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area, upon its second consideration.

New Business

Consent Calendar: (The following items will be acted upon by voice vote on a single motion without separate discussion, unless someone from the Council or public requests that a specific item be considered separately.)

12. Approve the recommendation of the Mayor relative to the appointment of Charles Blair-Broeker to the Library Board of Trustees, term ending 06/30/2022.
13. Receive and file the Committee of the Whole minutes of August 5, 2019 relative to the following items:
 - a) Library Board of Trustees Interview - Charles Blair-Broeker.
 - b) College Hill Parking Study.
 - c) Information Systems Update.
 - d) On-street parking of trailers.
 - e) Bills & Payroll.
14. Receive and file a communication from the Civil Service Commission relative to a certified list for the position of Planner I.
15. Approve the application of Kwik Star, 4515 Coneflower Parkway, for a cigarette/tobacco/nicotine/vapor permit.
16. Approve the following applications for beer permits and liquor licenses:
 - a) Main Street Sweets, 307 Main Street, Class B native wine - renewal.
 - b) Amigo, 5809 University Avenue, Class C liquor & outdoor service - renewal.
 - c) Buffalo Wild Wings, 6406 University Avenue, Class C liquor & outdoor service - renewal.
 - d) The Pump Haus Pub & Grill, 311 Main Street, Class C liquor & outdoor service - renewal.
 - e) Whiskey Road Tavern & Grill, 402 Main Street, Class C liquor & outdoor service - renewal.
 - f) B & B West, 3105 Hudson Road, Class E liquor - renewal.
 - g) The Music Station, 1420 West 1st Street, Class E liquor - renewal.
 - h) Wal-Mart, 525 Brandilynn Boulevard, Class E liquor - renewal.
 - i) Kwik Star, 4515 Coneflower Parkway, Class C beer & Class B wine - new.
 - j) College Hill Partnership (Oktoberfest), Municipal Lot G, Special Class C liquor & outdoor service - 5-day permit.

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.)

- [17.](#) Resolution approving and adopting revised job classifications for the positions of Community Services Coordinator and Housing Program Specialist in the Community Development Department.
- [18.](#) Resolution approving and authorizing execution of a Parking Lot Lease Agreement with Viking Pump, Inc. relative to use of a parking lot located in the vicinity of East 4th Street and State Street for public parking.
- [19.](#) Resolution approving and authorizing execution of a Memorandum of Understanding with the City of Waterloo and Black Hawk County relative to the 2019-2020 Edward Byrne Memorial Justice Assistance Grant (JAG) funding for the Tri-County Drug Enforcement Task Force.
- [20.](#) Resolution approving and authorizing execution of an Ash Tree Removal Services Informal Project Contract with Twin City Tree Service, LLC.
- [21.](#) Resolution approving and authorizing the expenditure of funds for the purchase of a day cab tractor.
- [22.](#) Resolution approving and accepting five Owner's Temporary Grading Easements, in conjunction with the 12th Street South Ditch Grading Project.
- [23.](#) Resolution receiving and filing, and approving and accepting the bid of Feldman Concrete, in the amount of \$155,170.41, for the 2019 Sidewalk Assessment Project, Zone 2.
- [24.](#) Resolution approving and authorizing execution of a Third Amendment to Maintenance and Repair Agreement and Permanent Easement with Panther Farms, LLC relative to a post-construction stormwater management plan for Prairie Winds 4th Addition.
- [25.](#) Resolution approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with JC Enterprises, Inc. relative to a post-construction stormwater management plan for 110 Lincoln Street.
- [26.](#) Resolution approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with Zuidberg NA, LLC relative to a post-construction stormwater management plan for 2700 Capital Way.
- [27.](#) Resolution approving and authorizing execution of a Contract for Completion of Improvements with Panther Farms, LLC relative to the final plat of Prairie Winds 4th Addition.
- [28.](#) Resolution approving and accepting the contract and bond of Minturn, Inc. for the 2019 Bridge Maintenance Project.
- [29.](#) Resolution approving and authorizing execution of Supplemental Agreement No. 4A to the Professional Service Agreement with Clapsaddle Garber Associates, Inc. for construction observation and testing services relative to Prairie Winds 4th Addition.
- [30.](#) Resolution approving and authorizing execution of Supplemental Agreement No. 6A to the Professional Service Agreement with Clapsaddle Garber Associates, Inc. for construction observation and testing services relative to Sands Addition.
- [31.](#) Resolution approving the closure of the Housing Choice Voucher (HCV) Program (a/k/a Section 8) Waiting List, as recommended by the Housing Commission.
- [32.](#) Resolution approving a Central Business District Overlay Zoning District site plan for facade improvements at 100 East 2nd Street.
- [33.](#) Resolution approving a College Hill Neighborhood Overlay Zoning District site plan for construction of a single-unit residential dwelling at 1809 College Street.

- [34.](#) Resolution approving the preliminary plat of Pheasant Hollow Seventh Addition.
- [35.](#) Resolution approving the final plat of Prairie Winds 4th Addition.
- [36.](#) Resolution approving and authorizing execution of a Surface Transportation Block Grant (STBG) Programming Agreement with Black Hawk County Metropolitan Planning Organization (MPO) relative to the Main Street Reconstruction Project.
- [37.](#) Resolution approving and authorizing execution of an Assignment and Assumption Agreement relative to an Agreement for Private Development and conveyance of development property by Buckeye Corrugated, Inc. to Broadstone BCI Iowa, LLC.

Allow Bills and Payroll

- 38. Allow Bills and Payroll of August 19, 2019.

City Council Referrals

City Council Updates

Executive Session

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

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

Adjournment

**CITY HALL
CEDAR FALLS, IOWA, AUGUST 5, 2019
REGULAR MEETING, CITY COUNCIL
MAYOR JAMES P. BROWN PRESIDING**

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

- 52424 - It was moved by Kruse and seconded by Green that the minutes of the Regular Meeting of July 15, 2019 be approved as presented and ordered of record. Motion carried unanimously.

Kevin Dill, former Director of Veteran Affairs, announced that a representative from the Veterans Affairs Midwest Healthcare Network will be at the Public Safety Facility at 6:00 p.m. on August 6, 2019 to address healthcare for veterans.

Mayor Brown read a proclamation declaring August 2019 as Gastroparesis Awareness Month, and Nikki Morrissey commented.

- 52425 - Mayor Brown announced that the oaths for public safety and reserve officers are being rescheduled to the August 19, 2019 City Council meeting.

- 52426 - Mayor Brown announced that in accordance with the public notice of July 19, 2019, this was the time and place for a public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2019 Sidewalk Assessment Project, Zone 2. It was then moved by Wieland and seconded by deBuhr that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

- 52427 - The Mayor then asked if there were any written communications filed to the proposed plans, etc. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Civil Engineer Tolan provided a brief explanation of the proposed project. There being no one else present wishing to speak about the proposed plans, etc., the Mayor declared the hearing closed and passed to the next order of business.

- 52428 - It was moved by Blanford and seconded by Miller that Resolution #21,634, approving and adopting the plans, specifications, form of contract & estimate of cost for the 2019 Sidewalk Assessment Project, Zone 2, 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 #21,634 duly passed and adopted.

- 52429 - Mayor Brown announced that in accordance with the public notice of July 19, 2019, this was the time and place for a public hearing on the proposed vacation of a 15-foot wide pedestrian trail access easement along the southern border of the Western Home Campus between South Main Street and Prairie Parkway. It

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

52430 - The Mayor then asked if there were any written communications filed to the proposed vacation. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Planner III Sturch provided a brief summary of the proposed vacation. There being no one else present wishing to speak about the proposed vacation, the Mayor declared the hearing closed and passed to the next order of business.

52431 - It was moved by deBuhr and seconded by Darrah that Resolution #21,635, approving and authorizing the vacation of a 15-foot wide pedestrian trail access easement located along the southern border of the Western Home Campus between South Main Street and Prairie Parkway, 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 #21,635 duly passed and adopted.

52432 - Mayor Brown announced that in accordance with the public notice of July 19, 2019, this was the time and place for a public hearing on the proposed ordinance granting a partial property tax exemption to ACOH, LLC for construction of an industrial use manufacturing and office facility at 6601 Development Drive. It was then moved by Blanford and seconded by Miller that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

52433 - The Mayor then asked if there were any written communications filed to the proposed exemption. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Economic Development Coordinator Graham commented briefly. There being no one else present wishing to speak about the proposed exemption, the Mayor declared the hearing closed and passed to the next order of business.

52434 - It was moved by Kruse and seconded by Green that Ordinance #2950, granting a partial property tax exemption to ACOH, LLC for construction of an industrial use manufacturing and office facility at 6601 Development Drive, be passed upon its first consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.

52435 - Mayor Brown announced that in accordance with the public notice of July 19, 2019, this was the time and place for a public hearing on the proposed ordinance granting a partial property tax exemption to Buckeye Corrugated, Inc. for construction of an industrial use warehouse and production facility at 2900 Capital Way. It was then moved by Kruse and seconded by Blanford that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

52436 - The Mayor then asked if there were any written communications filed to the

proposed exemption. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Economic Development Coordinator Graham commented briefly. There being no one else present wishing to speak about the proposed exemption, the Mayor declared the hearing closed and passed to the next order of business.

52437 - It was moved by Kruse and seconded by Wieland that Ordinance #2951, granting a partial property tax exemption to Buckeye Corrugated, Inc. for construction of an industrial use warehouse and production facility at 2900 Capital Way, be passed upon its first consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.

52438 - Mayor Brown announced that in accordance with the public notice of July 19, 2019, this was the time and place for a public hearing on the proposed ordinance granting a partial property tax exemption to FN Investors, LLC for construction of an industrial use lab and office facility at 3019 Venture Way. It was then moved by Kruse and seconded by Blanford that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

52439 - The Mayor then asked if there were any written communications filed to the proposed exemption. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Economic Development Coordinator Graham commented briefly. There being no one else present wishing to speak about the proposed exemption, the Mayor declared the hearing closed and passed to the next order of business.

52440 - It was moved by Kruse and seconded by Blanford that Ordinance #2952, granting a partial property tax exemption to FN Investors, LLC for construction of an industrial use lab and office facility at 3019 Venture Way, be passed upon its first consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.

52441 - It was moved by Wieland and seconded by deBuhr that Ordinance #2949, amending certain sections of the Code of Ordinances relative to establishing regulations for events on public property, 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 #2949 duly passed and adopted.

52442 - It was moved by Miller and seconded by deBuhr that the following items and recommendations on the Consent Calendar be received, filed and approved:

Receive and file the resignation of Evan Renfro as a member of the Library Board of Trustees.

Receive and file the Committee of the Whole minutes of July 15, 2019 relative to the following items:

- a) River Gauge Update.
- b) Snow removal requests on sidewalks/trails.
- c) Bills & Payroll.

Receive and file the report of the July 22, 2019 Joint Meeting of the City Council & the Utilities Board of Trustees.

Receive and file Departmental Monthly Reports of June 2019.

Approve the request of Community Main Street for temporary signs for the Downtown Shuttle.

Approve the following special event related requests:

- a) Street closures, Fondo Cedar Valley Bike Ride, August 17, 2019.
- b) Parking variance, Campus Street, August 19-23, 2019.
- c) Street closure, West 5th Street, August 31, 2019.
- d) Scott Sterrett Memorial Half Marathon, September 7, 2019.
- e) Closure of a portion of Municipal Lot G, Pear Fair & Oktoberfest, September 27-30, 2019.

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

- a) Dollar General Store, 1922 Valley Park Drive.
- b) Fleet Farm, 400 West Ridgeway Avenue.
- c) Fleet Farm Fuel, 108 West Ridgeway Avenue.

Approve the following applications for beer permits and liquor licenses:

- a) Vintage Iron, 104 Main Street, Class B native wine - renewal.
- b) The Black Hawk Hotel/Bar Winslow/Farm Shed, 115-119 Main Street, Class B liquor, Class B wine & outdoor service - renewal.
- c) Octopus, 2205 College Street, Class C liquor & outdoor service - renewal.
- d) The Library, 2222 College Street, Class C liquor & outdoor service - renewal.
- e) The Other Place, 4214 University Avenue, Class C liquor & outdoor service - renewal.
- f) Texas Roadhouse, 5715 University Avenue, Class C liquor - change in ownership.
- g) The Pump Haus Pub & Grill, 311 Main Street, Class C liquor & outdoor service - sidewalk café.
- h) Community Main Street (FondoFest), Overman Park, Special Class C liquor & outdoor service - 5-day permit.

Motion carried unanimously.

52443 - It was moved by Green and seconded by Blanford that the following resolutions be introduced and adopted:

Resolution # 21,636, approving and authorizing execution of an Easement Agreement, in conjunction with a sidewalk café at 311 Main Street.

Resolution # 21,637, approving a Claim for Non-Residential Relocation

Assistance Reimbursement, in conjunction with the West 1st Street Reconstruction Project.

Resolution #21,638, approving and accepting the contract and bond of K. Cunningham Construction Company, Inc. for the South Main Street Parking Lot Project.

Resolution #21,639, approving and authorizing execution of a Contract for Completion of Improvements with Western Home Independent Living Services, Inc. and approving an Escrow Agreement relative to the final plat of Western Home Communities Ninth Addition.

Resolution #21,640, receiving and filing the bids, and approving and accepting the low bid of Minturn, Inc., in the amount of \$186,793.00, for the 2019 Bridge Maintenance Project.

Resolution #21,641, approving the application for Traffic Safety Improvement Program (TSIP) Funding with the Iowa Department of Transportation relative to the Cedar Heights Drive and Greenhill Road Intersection Improvements.

Resolution #21,642, approving and adopting revised Rules of Procedure for the Board of Adjustment.

Resolution #21,643, approving the final plat of Park Ridge Estates Subdivision.

Resolution #21,644, approving the final plat of Western Home Communities Ninth Addition.

Resolution #21,645, approving and accepting the low bid, and approving and authorizing execution of a Rehabilitation Contract with Brothers Construction Enterprises, Inc., relative to a HOME housing rehabilitation project.

Resolution #21,646, approving and authorizing execution of an Assignment and Assumption Agreement by CV Properties 2, LLC to CV Commercial 2, LLC relative to a private development agreement for development of property located at 917 West 23rd Street.

Resolution #21,647, approving a revised Highway 20 Commercial Corridor Overlay Zoning District site plan for construction of a restaurant and convenience store/gas station/automobile service station to be located on Lot 2 of Gateway Business Park at Cedar Falls I.

Resolution #21,648, approving a PC-2, Planned Commercial Zoning District site plan for construction of a retail/professional office building at 918 Viking Road.

Resolution #21,649, approving and authorizing the expenditure of funds to order pavers to complete the brick pattern for Peter Melendy Park and East 2nd Street sidewalk at MU2.

Resolution #21,650, receiving and filing, and setting August 19, 2019 as the date of public hearing on, the proposed plans, specifications, form of contract &

estimate of cost for the 2019 Peter Melendy Park Renovation Project.

Resolution #21,651, setting August 19, 2019 as the date of public hearing to consider entering into a proposed Agreement for Private Development and to consider conveyance of certain city-owned real estate to Strickler Properties, L.C.

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 #21,636 through #21,651 duly passed and adopted.

52444 - It was moved by Blanford and seconded by Wieland that the following resolutions be introduced and adopted:

Resolution #21,652, approving and authorizing execution of an Agreement in Support of the Beau's Beautiful Blessings, Inc. relative to an FY20 Community Betterment Grant.

Resolution #21,653, approving and authorizing execution of an Agreement in Support of the Cedar Falls Community Theatre, Inc. relative to an FY20 Community Betterment Grant.

Resolution #21,654, approving and authorizing execution of an Agreement in Support of the Cedar Falls Historical Society relative to an FY20 Community Betterment Grant.

Resolution #21,655, approving and authorizing execution of an Agreement in Support of the HusomeStrong Foundation relative to an FY20 Community Betterment Grant.

Resolution #21,656, approving and authorizing execution of an Agreement in Support of the Volunteer Center of the Cedar Valley relative to an FY20 Community Betterment Grant.

Resolution #21,657, approving and authorizing execution of an Agreement in Support of the Waterloo-Cedar Falls Symphony Orchestra Association relative to an FY20 Community Betterment Grant.

Following a question by Councilmember Wieland and response by Community Development Director Sheetz, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolutions #21,652 through #21,657 duly passed and adopted.

52445 - It was moved by Miller and seconded by deBuhr that Resolution #21,658, approving and authorizing execution of a Contract for Completion of Improvements with BJW Holdings, LLC relative to the final plat of Park Ridge Estates, be adopted. Following a question by Councilmember Green and

response by Public Works Director Schrage, 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 #21,658 duly passed and adopted.

52446 - It was moved by Miller and seconded by Darrah that Resolution #21,659, approving and authorizing execution of Supplemental Agreement No. 9 to the Professional Service Agreement with Snyder & Associates, Inc. for 2019 Engineering Services relative to the Northern Cedar Falls Drainage Study, be adopted. Following a question by Councilmember Miller and response by Public Works Director Schrage, 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 #21,659 duly passed and adopted.

52447 - It was moved by Darrah and seconded by Miller that Resolution #21,660, approving the final plat of Greenhill Village Townhomes II, Phase I, be adopted. Community Development Director Sheetz responded to a question by Councilmember deBuhr, and Planner II Lehmann provided a brief background on the proposed plat.

Community Services Manager Howard, Planner II Lehmann, City Attorney Rogers, Community Development Director Sheetz and City Administrator Gaines responded to questions and comments by Councilmembers deBuhr, Kruse, Darrah and Green.

The following individuals spoke opposed to the proposed development:
Chris Nolan, 1510 Athens Court
Mary Ann Nolan, 1510 Athens Court
Rita Durchenwald, 1525 Athens Court (on behalf of Tim Tjarks, 1521 Athens Court)
Tim Hanson, 1517 Athens Court

Following questions and comments by Councilmembers Miller, Blanford, Kruse and Wieland, and responses by Manager Howard, Mayor Brown, Attorney Rogers, Administrator Gaines and Director Sheetz, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, Blanford, Darrah, Wieland, Green. Nay: deBuhr, Kruse. Motion carried 5-2. The Mayor then declared Resolution #21,660 duly passed and adopted.

52448 - It was moved by Miller and seconded by Green that a resolution approving a Mixed Use Residential Zoning District site plan for a multi-unit residential development on Lot 1, Greenhill Village Townhomes II, Phase I be adopted. Planner II Lehmann presented the proposed site plan.

The following individuals spoke opposed to the proposed site plan:
Tim Hanson, 1517 Athens Court
Mary Ann Nolan, 1510 Athens Court
Michelle Hanson, 1517 Athens Court
Ryan Frost, 4718 Addison Drive

Robin Frost, 4718 Addison Drive
Chris Nolan, 1510 Athens Court

Steve Troskey, Clapsaddle-Garber Associates (CGA) spoke on behalf of the developer. Following questions and comments by Councilmembers deBuhr, Miller and Darrah, and responses by Community Services Manager Howard, City Administrator Gaines and City Attorney Rogers, it was moved by deBuhr and seconded by Blanford to table the original motion. Motion to table carried unanimously.

52449 - It was moved by Green and seconded by Blanford that Ordinance #2953, amending Ordinance No. 1923, 2122, 2461, 2696, 2785 and 2923, providing that general property taxes levied and collected each year on all property located within the amended Cedar Falls Unified Highway 58 Corridor Urban Renewal Area, 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, Dike-New Hartford 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 Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area, be passed upon its first consideration. Following a question by Councilmember Green and response by Economic Development Coordinator Graham, 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.

52450 - It was moved by deBuhr and seconded by Blanford that the bills and payroll of August 5, 2019 be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.

52451 - It was moved by deBuhr and seconded by Blanford to refer to the Planning and Zoning Commission the Master Plan for Greenhill Village Townhomes, particularly Lot A, and that the developer work with surrounding property owners to develop a plan that will preserve the character of the neighborhood. The motion to refer carried unanimously.

52452 - Communication Specialist Huisman announced the 'National Night Out' event that will be held at the Cedar Falls Target on August 6, 2019 from 4-7 P.M. The Cedar Falls Public Safety staff will be helping with this family fun event.

Community Development Director Sheetz announced that Cedar Falls was awarded the 2019 All-Star Community Award from the Iowa League of Cities for the University Avenue Reconstruction Project. The award will be accepted on September 26, 2019.

Public Safety Services Director Olson and Public Works Director Schrage provided an update on the traffic control devices that have been implemented on

West 2nd Street.

Public Safety Services Director Olson responded to questions by Councilmembers Miller, deBuhr and Green regarding commercial fire alarm response protocol.

Public Safety Services Director Olson and City Attorney Rogers responded to questions by Mayor Brown, Councilmembers Miller, Wieland and Kruse regarding firefighter lawsuits, appeals, complaints and training.

Councilmember Green announced the Greenhill Road and South Main Street neighborhood event taking place on August 6, 2019 from 6-8 P.M.

- 52453 - Public Safety Services Director Olson and Public Works Director Schrage responded to concerns expressed by Butch Brown, 421 Spruce Hills Drive, and questions by Councilmembers Blanford and Miller regarding MercyOne’s ambulance service response and additional street lighting needed at intersection of Greenhill Road and West 27th Street.

Public Safety Services Director Olson responded to questions by Simon Harding, 2238 Sunnyside Circle, regarding the number of firefighters previously (low 30s) compared to now (60-70).

Public Safety Services Director Olson responded to comments by Larry Wyckoff, 4241 Eastpark Road, regarding an attempted kidnapping incident that occurred recently.

- 52454 - It was moved by Kruse and seconded by Green that the meeting be adjourned at 9:13 P.M. Motion carried unanimously.

Jacqueline Danielsen, MMC, City Clerk

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: August 15, 2019

SUBJECT: 2019 Peter Melendy Park Renovation Project
Project No. PI-039-3208
Public Hearing

This project involves the renovation of Peter Melendy Park. The renovation will include the installation of approximately 730 square yards of brick pavers of assorted colors (supplied by the City), approximately 470 square yards of PCC sidewalk removal, tree plantings, amenities and sodding.

The total estimated cost for the construction of this project is \$264,000. The project will be funded utilizing TIF.

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

xc: Stephanie Houk Sheetz, Director of Community Development
Chase Schrage, Director of Public Works

RESOLUTION NO. _____

**RESOLUTION CORRECTING SCRIVENER’S ERROR AND
AMENDING RESOLUTION NO. 21,590**

WHEREAS, on June 17, 2019, the City Council of the City of Cedar Falls, Iowa, adopted Resolution No. 21,590, receiving and approving pre-annexation agreements for applications for voluntary annexation of real estate to the City of Cedar Falls, Iowa; and

WHEREAS, in said resolution, the City Council of the City of Cedar Falls, Iowa, approved pre-annexation agreements included in Attachment B thereto; and

WHEREAS, Resolution No. 21,590 mistakenly omitted Dennis and Linda Nebbe from the list of property owners who had submitted pre-annexation agreements to the City, which constitutes a scrivener’s error that should be corrected.

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

- 1. That the third WHEREAS clause on page 1 of Resolution No. 21,590 of the City Council of the City of Cedar Falls, Iowa, is hereby corrected and amended as follows:

WHEREAS, the City has received Pre-Annexation Agreements in accordance with Iowa Code section 368.7(1)(e) from Dennis and Linda Nebbe, Jacob & Jessica Nauholz, M. Lathon & Linda Jernigan, Bruce & Marilyn Baridon, Marvin & Jean Mc Elvain, Rebecca Dickinson, and Debra & Scott Knudtson, all of which are attached hereto as Attachment B

- 2. That Paragraph 7 on page 4 of Resolution No. 21,590 of the City Council of the City of Cedar Falls, Iowa, is hereby corrected and amended as follows:

- 7. That the form and content of the Pre-Annexation Agreements from Dennis and Linda Nebbe, Jacob & Jessica Nauholz, M. Lathon & Linda Jernigan, Bruce & Marilyn Baridon, Marvin & Jean Mc Elvain, Rebecca Dickinson, and Debra & Scott Knudtson, attached hereto as Attachment B, and the

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

- 3. That the provisions of Resolution No. 21,590 corrected and amended herein are hereby repealed and replaced to the extent inconsistent with this Resolution.
- 4. That all other provisions of Resolution No. 21,590 adopted by this Council on June 17, 2019, are hereby approved and all actions taken by the Mayor and City Clerk are hereby ratified and confirmed.
- 5. That upon approval, the City Clerk is hereby authorized to record this Resolution.

ADOPTED this 19th day of August, 2019.

James P. Brown, Mayor

(SEAL)

ATTEST:

Jacqueline Daniels, MMC, City Clerk

**ADMINISTRATION**

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

MEMORANDUM

TO: Honorable Mayor James P. Brown and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: August 14, 2019
SUBJECT: Public Hearing on Voluntary Annexation of Territory to the City of Cedar Falls, Iowa

On the agenda is a public hearing for approval of eight (8) voluntary annexation applications into the City of Cedar Falls. The eight properties are owned by the City of Cedar Falls, consisting of approximately 209 acres; Marvin and Jean Mc Elvain, consisting of 1.41 acres; Jacob and Jessica Nauholz, consisting of 2.85 acres; Bruce and Marilyn Baridon, consisting of 1.47 acres; Rebecca Dickinson, consisting of 2.23 acres; Scott and Debra Knudtson, consisting of 2.03 acres; Dennis and Linda Nebbe, consisting of 21.13 acres; and M. Lathon and Linda Jernigan, consisting of 2.85 acres.

On June 17, 2019, the City Council adopted a resolution setting out procedures which would be followed leading up to the consideration of the annexation applications. The first of these was a consultation with representatives of the Black Hawk County Board of Supervisors and the Cedar Falls Township Trustees, which was held on July 2, 2019. Representatives from those groups attended the consultation along with council member Susan deBuhr and City staff. Both the Board of Supervisors and Township Trustees had an opportunity to offer written recommendations for modification to the proposed annexation no later than seven (7) business days following the consultation meeting, per Iowa Code Chapter 368. The City did not receive any written recommendations for modification to the application from the Board of Supervisors or Trustees. However, a letter dated July 8, 2019 from the Cedar Falls Township Trustees to the City of Cedar Falls did express concerns about the proposed annexation, but it did not include any modifications. Also, the Board of Supervisors has not filed a copy of a resolution concerning its position on the annexation proposal. Per Iowa Code section 368.7(1)(b)(2), failure of the Board to adopt a resolution shall not delay the proceedings on the application and such failure is not considered a deficiency in the city's annexation proceedings.

Pursuant to the City Council's previous resolution, a notice of public hearing was published in the Waterloo-Cedar Falls Courier on July 19, 2019. Notices were mailed to all interested parties as defined by Iowa law, including the nearby city of Hudson, the Black Hawk County Board of Supervisors, the Iowa Northland Regional Council of Governments, all affected public utilities, and owners of the property adjacent to the

annexation territory which are not already within the City corporate boundaries.

The proposed annexation territory lies within an area immediately adjacent to the western corporate boundaries of the City of Cedar Falls, and falls within an area identified in the Cedar Falls Comprehensive Plan as being suitable for future annexation. State law also provides that in considering the annexation applications, the City Council should, to the extent practicable, consider smart planning principles of Iowa law in the decision whether to approve the annexation. The following factors from the smart planning principles of Chapter 18B, Code of Iowa, support annexation of the territory to the City of Cedar Falls: the concept of collaboration, in that other governmental agencies and stakeholders have been given the opportunity to comment on the proposal; occupational diversity, in that the planned development of the farm ground into industrial uses will promote increased diversity of employment and business opportunities, and will promote the establishment of businesses in locations near existing housing, infrastructure, and transportation; and community character, in that the development of the property into industrial uses is consistent with the surrounding area, and is consistent with the physical character of the city.

It should be noted that this is a 100 percent voluntary annexation, in that all of the owners of the properties proposed to be annexed are requesting and consenting to the proposed annexation. Iowa annexation law gives significant weight to the desires of the owners of the territory that is proposed to be annexed. Therefore, the fact that all of the property owners are requesting approval of the annexation of their properties to the City is an important factor that supports approval of the annexation application.

If the City Council approves the annexation applications, then the next step in the process is for the annexation applications to be submitted to the City Development Board, of the Iowa Economic Development Authority, in Des Moines, Iowa, for review and consideration by the Board. That Board would conduct a hearing on the request for annexation at one of their upcoming meetings. If the City Development Board approves the annexation request, the Board will file the decision with the Iowa Secretary of State and the Black Hawk County Recorder, whereupon the annexation of the territory to the City of Cedar Falls would be complete.

City staff recommends that the City Council approve the voluntary annexation of the territory to the City of Cedar Falls, Iowa.

Should you have any questions about the voluntary annexation application, please feel free to let me know.

xc: Ron Gaines, P.E., City Administrator
Kevin Rogers, City Attorney
Maria Brownell, Ahlers & Cooney, P.C.

RESOLUTION NO. 21,590

RESOLUTION SETTING TIME AND PLACE OF CONSULTATION, DIRECTING MAILING OF NOTICE OF CONSULTATION, SETTING DATE OF PUBLIC HEARING, DIRECTING PUBLICATION OF NOTICE, DIRECTING THE MAILING OF NOTICE OF HEARING, AND APPROVING PRE-ANNEXATION AGREEMENTS FOR APPLICATION FOR VOLUNTARY ANNEXATION OF REAL ESTATE TO THE CITY OF CEDAR FALLS, IOWA

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has received eight (8) applications for the voluntary annexation and pre-annexation agreements requesting annexation to the City of Cedar Falls, Iowa, of certain contiguous parcels of real estate consisting of approximately 244 acres of land situated west of current Cedar Falls city limits, collectively comprising territory adjoining the City described as follows:

- Northwest Corner and North one-half of the Southwest Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa, except the West 231 feet of the South 660 feet thereof and further except Parcel 'A' of Plat of Survey Doc. # 2017-02916
- and
- North 550 feet of the West 1,083 feet of the Northeast Corner Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa; and

WHEREAS, the real estate that is proposed to be annexed is within two (2) miles of the corporate boundaries of the City of Hudson, Iowa; and

WHEREAS, the City has received Pre-Annexation Agreements in accordance with Iowa Code section 368.7(1)(e) from Jacob & Jessica Nauholz, M. Lathon & Linda Jernigan, Bruce & Marilyn Baridon, Marvin & Jean Mc Elvain, Rebecca Dickinson, and Debra & Scott Knudtson, all of which are attached hereto as Attachment B; and

WHEREAS, the real estate proposed to be annexed includes a portion of the south one-half (1/2) of the Viking Road right-of-way and a portion of the east one-half (1/2) of the S. Union Road right-of-way, both of which are owned by, or subject to an easement in favor of, Black Hawk County, Iowa; and

WHEREAS, a time for a consultation on the proposed annexation between the annexing city and the county and the township that contains the territory to be annexed shall be set, with said consultation to be held at least fourteen (14) business days before notice of the annexation applications is mailed to certain parties, and notice of said consultation must be sent to the board of supervisors of said county and to the township trustees of said township in accordance with Iowa Code Chapter 368; and

WHEREAS, before the proposal for annexation may be acted upon, a public hearing is to be held by the City Council of the City of Cedar Falls, Iowa in accordance with Iowa Code Chapter 368; and

WHEREAS, notice of said hearing must be published in an official county newspaper in the county in which the property to be annexed is contained, at least ten (10) business days prior to the public hearing; and

WHEREAS, the City of Cedar Falls is required to provide written notice of the filing of the applications and of the time and place of the public hearing on said applications to certain interested parties, at least fourteen (14) business days prior to the public hearing, by certified mail, which interested parties include the City Council of Hudson, Iowa; the Chairperson of the Black Hawk County Board of Supervisors; Iowa Northland Regional Council of Governments, which is the regional planning authority of the property proposed to be annexed; the Black Hawk County Attorney; the owners of property adjoining the territory to be annexed which is not located in the annexing city, and all public utilities that serve the property proposed to be annexed; and

WHEREAS, the published and mailed notices are to include the time and place of the consultation and the time and place of the public hearing, and the legal description of the properties proposed to be annexed, which legal description is set forth in Attachment A, attached hereto and by this reference incorporated herein; and

WHEREAS, the City Council deems it appropriate to set the time and place for a consultation between the appointed representative on behalf of the City of Cedar Falls, the Black Hawk County Board of Supervisors, and the Trustees of Cedar Falls Township, and to direct the mailing of notice of the time and place of the consultation, including a copy of the applications, and a map of the territory showing its location in relationship to the City of Cedar Falls; and

WHEREAS, the City Council deems it appropriate to set the time and place of public hearing thereon, to direct the publication of notice and the mailing of notice of the application by certified mail, both to include the time and place of hearing on and the legal description of the property proposed to be annexed, in accordance with law; and

WHEREAS, the City Council deems the pre-annexation agreements included with the applications for annexation to be in good form and in the best interests of the City.

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

1. That a consultation shall be held on the 2nd day of July, 2019, at 4:00 o'clock p.m., in the Duke Young Conference Room of the City Hall of the City of Cedar Falls, Iowa, 220 Clay Street, Cedar Falls, Iowa, 50613, with representatives of the City of Cedar Falls, the Black Hawk County Board of Supervisors, and the Cedar Falls Township Trustees.

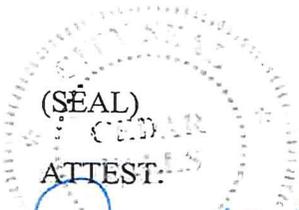
2. That the City Clerk or her designee is directed to mail by certified mail, return receipt requested, a written notice of the time and place of the consultation, together with a copy of the annexation applications, a legal description of the territory proposed to be annexed, and a map of the territory showing its location in relationship to the City of Cedar Falls, to the Black Hawk County Board of Supervisors and to the Cedar Falls Township Trustees, no later than the 18th day of June, 2019.
3. That a public hearing shall be held on the 19th day of August, 2019, at 7:00 p.m. in the Council Chambers of the City Hall of the City of Cedar Falls, Iowa, 220 Clay Street, Cedar Falls, Iowa, to consider the applications and proposal for the voluntary annexation of the property legally described as set forth on Attachment A, attached hereto, to the City of Cedar Falls, Iowa.
4. That the City Clerk or her designee is directed to publish notice of the application and of the time and place of the public hearing and the legal description of the real estate proposed to be annexed to the City of Cedar Falls, Iowa, in the Waterloo-Cedar Falls Courier, an official county newspaper in Black Hawk County, which is the only county in which the territory proposed to be annexed is located, not less than ten (10) business days prior to the date fixed as the date for a public hearing on the proposal for annexation, August 19, 2019.
5. That, pursuant to Iowa Code section 368.7(3), the City Clerk or her designee is directed to mail by certified mail, return receipt requested, a written notice of the time and place of the public hearing and a legal description of the real estate proposed to be annexed, together with a copy of the written applications for voluntary annexation, at least fourteen (14) business days prior to August 19, 2019, but no earlier than fourteen (14) days after the date set for the consultation meeting, to the following:
 - a. The Chairperson of the Black Hawk County Board of Supervisors;
 - b. Black Hawk County Attorney;
 - c. The City Council of the City of Hudson, Iowa;
 - d. The Iowa Northland Regional Council of Governments, the regional planning authority with respect to the property proposed to be annexed;
 - e. The owners of property adjoining the territory to be annexed which is not located in the annexing city; and
 - f. Each public utility which serves the property proposed to be annexed.
6. That any interested party may appear at the time and place of hearing and be heard, or may file written objections to the proposed annexation with the City Clerk on or before the date and time of said hearing.

- 7. That the form and content of the Pre-Annexation Agreements from Jacob & Jessica Nauholz, M. Lathon & Linda Jernigan, Bruce & Marilyn Baridon, Marvin & Jean Mc Elvain, Rebecca Dickinson, and Debra & Scott Knudtson, attached hereto as Attachment B, and the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved, and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered, and directed to execute, attest, seal, and deliver the Pre-Annexation Agreements for and on behalf of the City in substantially the form and content now before this meeting, and that from and after the execution and delivery of the Pre-Annexation Agreements, the Mayor and the City Clerk are hereby authorized, empowered, and directed to record the documents so executed and do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Pre-Annexation Agreements as executed.

ADOPTED this 17th day of June, 2019.



 James P. Brown, Mayor



ATTEST:


 Jacqueline Danielsen, MMC, City Clerk

ATTACHMENT A

Legal Descriptions

(City of Cedar Falls Property)

Northwest Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa, except the North 1,200 feet of the West 800 feet thereof;

AND

North one-half of the Southwest Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa, except the West 231 feet of the South 660 feet thereof and further except Parcel 'A' of Plat of Survey Doc. # 2017-02916.

(Dennis & Linda Nebbe)

West 800 feet of the North 1,200 feet of the Northwest Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa.

(Jacob & Jessica Nauholz)

West 240 feet of the North 550 feet of the Northeast Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa.

(M. Lathon & Linda Jernigan)

East 240 feet of the West 480 feet of the North 550 feet of the Northeast Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa.

(Bruce & Marilyn Baridon)

East 283 feet of the West 763 feet of the North 260.77 feet of the Northeast Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa.

(Marvin & Jean Mc Elvain)

East 280 feet of the West 1,083 feet of the North 253 feet of the Northeast Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa.

(Rebecca Dickinson)

East 603 feet of the West 1,083 feet of the South 150 feet of the North 403 feet except the East 283 feet of the West 763 feet of the North 7.77 feet of the South 150 feet of the North 403 feet

and the East 40 feet of the West 803 feet of the North 253 feet of the Northeast Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa.

(Debra Dreyer (Knudtson) & Scott Knudtson)

East 603 feet of the West 1,083 feet of the South 147 feet of the North 550 feet of the Northeast Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa.

ATTACHMENT B

Pre-Annexation Agreements

CERTIFICATE

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

I, Jacqueline Danielsen, City Clerk of the City of Cedar Falls, Iowa, hereby certify that the above and foregoing is a true and correct typewritten copy of Resolution Number 21,590 duly and legally adopted by the City Council of said City on the 17th day of June, 2019.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the official seal of the City of Cedar Falls, Iowa, this 21st day of June, 2019.



Jacqueline Danielsen
Jacqueline Danielsen, MMC, City Clerk

01590749-1\10283-165

STATE OF IOWA, }

Black Hawk County, SS

NOTICE OF APPLICATION FOR VOLUNTARY ANNEXATION AND PUBLIC HEARING ON THE PROPOSED VOLUNTARY ANNEXATION TO THE CITY OF CEDAR FALLS, IOWA, OF CERTAIN REAL ESTATE GENERALLY LOCATED SOUTH OF VIKING ROAD, EAST OF S. UNION ROAD, AND WITHIN TWO (2) MILES OF THE CORPORATE BOUNDARIES OF THE CITY OF HUDSON, IOWA TO WHOM IT MAY CONCERN:

Notice is hereby given that on the 19th day of August, 2019, at 7:00 p.m. in the Council Chambers of the City Hall of the City of Cedar Falls, Iowa, 220 Clay Street, Cedar Falls, Iowa, a Public Hearing will be held by the City Council of said City to consider the application for proposed voluntary annexation to the City of Cedar Falls, Iowa, of certain real estate located generally consisting of approximately 244 acres of land situated west of current Cedar Falls city limits, collectively comprising territory adjoining the City described as follows:

Northwest Corner and North one-half of the Southwest Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa, except the West 231 feet of the South 660 feet thereof and further except Parcel 'A' of Plat of Survey Doc. # 2017-02916 and

North 550 feet of the West 1,083 feet of the Northeast Corner Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa.

The proposed annexation area contains approximately 244 acres in total, includes a portion of the south one-half (1/2) of the Viking Road right-of-way, and east one-half (1/2) of S. Union Road, and lies within two (2) miles of the corporate boundaries of the City of Hudson, Iowa.

The property for which a voluntary application for annexation has been filed is legally described as follows:
(City of Cedar Falls Property)
Northwest Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa, except the North 1,200 feet of the West 800 feet thereof;

AND
North one-half of the Southwest Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County,

Iowa, except the West 231 feet of the South 660 feet thereof and further except Parcel 'A' of Plat of Survey Doc. # 2017-02916.
(Dennis & Linda Nabbe)
West 800 feet of the North 1,200 feet of the Northwest Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa.
(Jacob & Jessica Nauholz)
West 240 feet of the North 550 feet of the Northeast Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa.
(M. Lathon & Linda Jernigan)
East 240 feet of the West 480 feet of the North 550 feet of the Northeast Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa.
(Bruce & Marilyn Baridon)
East 283 feet of the West 763 feet of the North 260.77 feet of the Northeast Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa.
(Marvin & Jean Mc Elvain)

East 280 feet of the West 1,083 feet of the North 253 feet of the Northeast Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa.
(Rebecca Dickinson)
East 603 feet of the West 1,083 feet of the South 150 feet of the North 403 feet except the East 283 feet of the West 763 feet of the North 7.77 feet of the South 150 feet of the North 403 feet and the East 40 feet of the West 803 feet of the North 253 feet of the Northeast Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa.
(Debra Dreyer (Knutson) & Scott Knudtson)
East 603 feet of the West 1,083 feet of the South 147 feet of the North 550 feet of the Northeast Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa.

This notice is given pursuant to order of the City Council of the City of Cedar Falls, Iowa, on the 17th day of June, 2019.
Jacqueline Danielsan, MMC
City Clerk

I do solemnly swear that the annexed copy of legal
City of Cedar Falls
Public Hearing: Voluntary Annexation

Notice was published in the Waterloo-Cedar Falls Courier, a daily newspaper printed in Waterloo, Black Hawk County, Iowa, once commencing on the 19th day of July, 2019 in the name of said newspaper, and that the annexed rate of advertised is the regular legal rate of said newspaper, and that the following is a correct bill for publishing said notice.

Printer's Bill \$56.15

Lynne Keller
Signed

Subscribed and sworn to before me this 23
Day of July A.D., 2019

Jodi E McKinstry
Notary Public

Received of _____
_____ the sum of _____ Dollars.

In full for publication of the above notice.



**APPLICATION FOR VOLUNTARY ANNEXATION
TO THE CITY OF CEDAR FALLS**

TO THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA:

The undersigned, Jacob and Jessica Nauholz, being the owner(s) of the property herein described, which adjoins the City of Cedar Falls, do hereby apply in writing to the City Council of the City of Cedar Falls pursuant to Iowa Code section 368.7 for annexation to the City of Cedar Falls of the following described real property, to wit:

West 240 feet of the North 550 feet of the Northeast Quarter of Section 34,
Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa.

A map of the territory for which this application is being filed is attached as "Exhibit A."

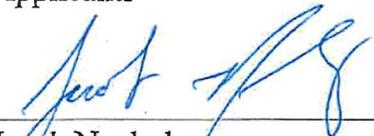
The above-described land does not include any railroad right-of-way. The above described land does not contain state-owned road right-of-way.

The above-described land includes land to the center line of existing Black Hawk County right-of-way.

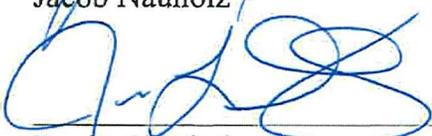
The above-described land is within the urbanized area of the City of Hudson, Iowa.

The undersigned requests the City Council approve this Application and take all steps necessary to complete the annexation in conjunction with the applications of all other property owners of the adjoining territory who may apply in writing requesting annexation.

Applicants



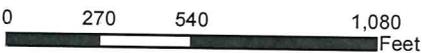
 Jacob Nauholz



 Jessica Nauholz



City of Cedar Falls, Iowa
Voluntary Annexation Map



Date: 5/2/2019

1 inch = 540 feet

Jacob & Jessica Nauholtz Property:

West 240 feet of the North 550 feet of the Northeast Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa.

**APPLICATION FOR VOLUNTARY ANNEXATION
TO THE CITY OF CEDAR FALLS**

TO THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA:

The undersigned, M. Lathon and Linda Jernigan, being the owner(s) of the property herein described, which adjoins the City of Cedar Falls, do hereby apply in writing to the City Council of the City of Cedar Falls pursuant to Iowa Code section 368.7 for annexation to the City of Cedar Falls of the following described real property, to wit:

East 240 feet of the West 480 feet of the North 550 feet of the Northeast Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa.

A map of the territory for which this application is being filed is attached as "Exhibit A."

The above-described land does not include any railroad right-of-way. The above described land does not contain state-owned road right-of-way.

The above-described land includes land to the center line of existing Black Hawk County right-of-way.

The above-described land is within the urbanized area of the City of Hudson, Iowa.

The undersigned requests the City Council approve this Application and take all steps necessary to complete the annexation in conjunction with the applications of all other property owners of the adjoining territory who may apply in writing requesting annexation.

Applicants

M. Lathon Jernigan
M. Lathon Jernigan

Linda Jernigan
Linda Jernigan



2827
3334

Viking Rd

Dennis & Linda Nebbe Property

Jacob & Jessica
Naunolz Property

Lathon & Linda
Jernigan Property

Bruce & Marilyn
Barton Property

Marvin & Jean
McElvain Property

Mark & Jeannette
Freidrich Property

Debra Dreyer &
Scott Knutson Property

Venture Way

NW
1/4

NE
1/4

Cedar Falls
City Limits

S Union Rd

City of Cedar Falls Property

Development Dr

Capital Way

Sec.
34

Technology Pkwy

SW
1/4



City of Cedar Falls, Iowa

Voluntary Annexation Map

0 270 540 1,080
Feet

1 inch = 540 feet

Date: 5/2/2019

Lathon & Linda Jernigan Property Description:

East 240 feet of the West 480 feet of the North 550 feet of the Northeast Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa.

**APPLICATION FOR VOLUNTARY ANNEXATION
TO THE CITY OF CEDAR FALLS**

TO THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA:

The undersigned, Marvin and Jean Mc Elvain, being the owner(s) of the property herein described, which adjoins the City of Cedar Falls, do hereby apply in writing to the City Council of the City of Cedar Falls pursuant to Iowa Code section 368.7 for annexation to the City of Cedar Falls of the following described real property, to wit:

East 280 feet of the West 1,083 feet of the North 253 feet of the Northeast Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa.

A map of the territory for which this application is being filed is attached as "Exhibit A."

The above-described land does not include any railroad right-of-way. The above described land does not contain state-owned road right-of-way.

The above-described land includes land to the center line of existing Black Hawk County right-of-way.

The above-described land is within the urbanized area of the City of Hudson, Iowa.

The undersigned requests the City Council approve this Application and take all steps necessary to complete the annexation in conjunction with the applications of all other property owners of the adjoining territory who may apply in writing requesting annexation.

Applicants

Marvin Mc Elvain

Jean Mc Elvain



City of Cedar Falls, Iowa
Voluntary Annexation Map



Date: 5/2/2019

1 inch = 540 feet

Marvin & Jean McElvain Property Description:
 East 280 feet of the West 1,083 feet of the North 253 feet of the Northeast Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa.

**APPLICATION FOR VOLUNTARY ANNEXATION
TO THE CITY OF CEDAR FALLS**

TO THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA:

The undersigned, Bruce and Marilyn Baridon, being the owner(s) of the property herein described, which adjoins the City of Cedar Falls, do hereby apply in writing to the City Council of the City of Cedar Falls pursuant to Iowa Code section 368.7 for annexation to the City of Cedar Falls of the following described real property, to wit:

East 283 feet of the West 763 feet of the North 260.77 feet of the Northeast Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa.

A map of the territory for which this application is being filed is attached as "Exhibit A."

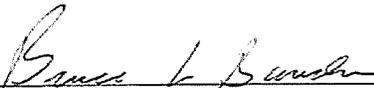
The above-described land does not include any railroad right-of-way. The above described land does not contain state-owned road right-of-way.

The above-described land includes land to the center line of existing Black Hawk County right-of-way.

The above-described land is within the urbanized area of the City of Hudson, Iowa.

The undersigned requests the City Council approve this Application and take all steps necessary to complete the annexation in conjunction with the applications of all other property owners of the adjoining territory who may apply in writing requesting annexation.

Applicants



Bruce Baridon



Marilyn Baridon



Sheet A
35



 **City of Cedar Falls, Iowa**
Voluntary Annexation Map



Date: 5/2/2019

1 inch = 540 feet

Bruce & Marilyn Baridon Property Description:
East 283 feet of the West 763 feet of the North 260.77 feet of the Northeast Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa.

**APPLICATION FOR VOLUNTARY ANNEXATION
TO THE CITY OF CEDAR FALLS**

TO THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA:

The undersigned, Dennis and Linda Nebbe, being the owner(s) of the property herein described, which adjoins the City of Cedar Falls, do hereby apply in writing to the City Council of the City of Cedar Falls pursuant to Iowa Code section 368.7 for annexation to the City of Cedar Falls of the following described real property, to wit:

West 800 feet of the North 1,200 feet of the Northwest Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa.

A map of the territory for which this application is being filed is attached as "Exhibit A."

The above-described land does not include any railroad right-of-way. The above described land does not contain state-owned road right-of-way.

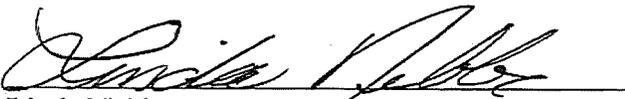
The above-described land includes land to the center line of existing Black Hawk County right-of-way.

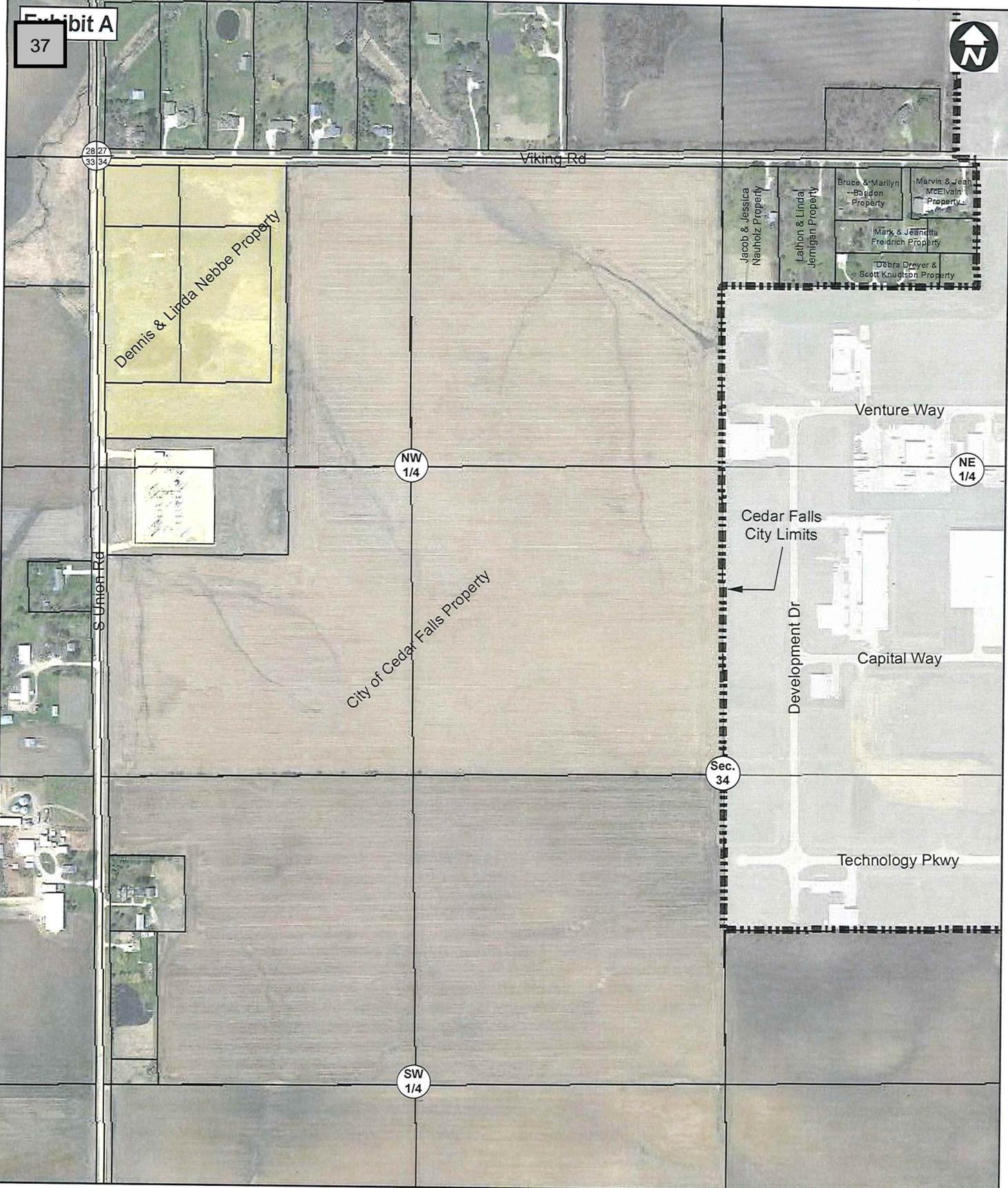
The above-described land is within the urbanized area of the City of Hudson, Iowa.

The undersigned requests the City Council approve this Application and take all steps necessary to complete the annexation in conjunction with the applications of all other property owners of the adjoining territory who may apply in writing requesting annexation.

Applicants


Dennis Nebbe


Linda Nebbe



 **City of Cedar Falls, Iowa**
Voluntary Annexation Map



Date: 5/6/2019

1 inch = 540 feet

Dennis & Linda Nebbe Property Description:

West 800 feet of the North 1,200 feet of the Northwest Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa.

**APPLICATION FOR VOLUNTARY ANNEXATION
TO THE CITY OF CEDAR FALLS**

TO THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA:

The undersigned, Rebecca Dickinson, being the owner of the property herein described, which adjoins the City of Cedar Falls, does hereby apply in writing to the City Council of the City of Cedar Falls pursuant to Iowa Code section 368.7 for annexation to the City of Cedar Falls of the following described real property, to wit:

East 603 feet of the West 1,083 feet of the South 150 feet of the North 403 feet except the East 283 feet of the West 763 feet of the North 7.77 feet of the South 150 feet of the North 403 feet and the East 40 feet of the West 803 feet of the North 253 feet of the Northeast Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa.

A map of the territory for which this application is being filed is attached as "Exhibit A."

The above-described land does not include any railroad right-of-way. The above described land does not contain state-owned road right-of-way.

The above-described land includes land to the center line of existing Black Hawk County right-of-way.

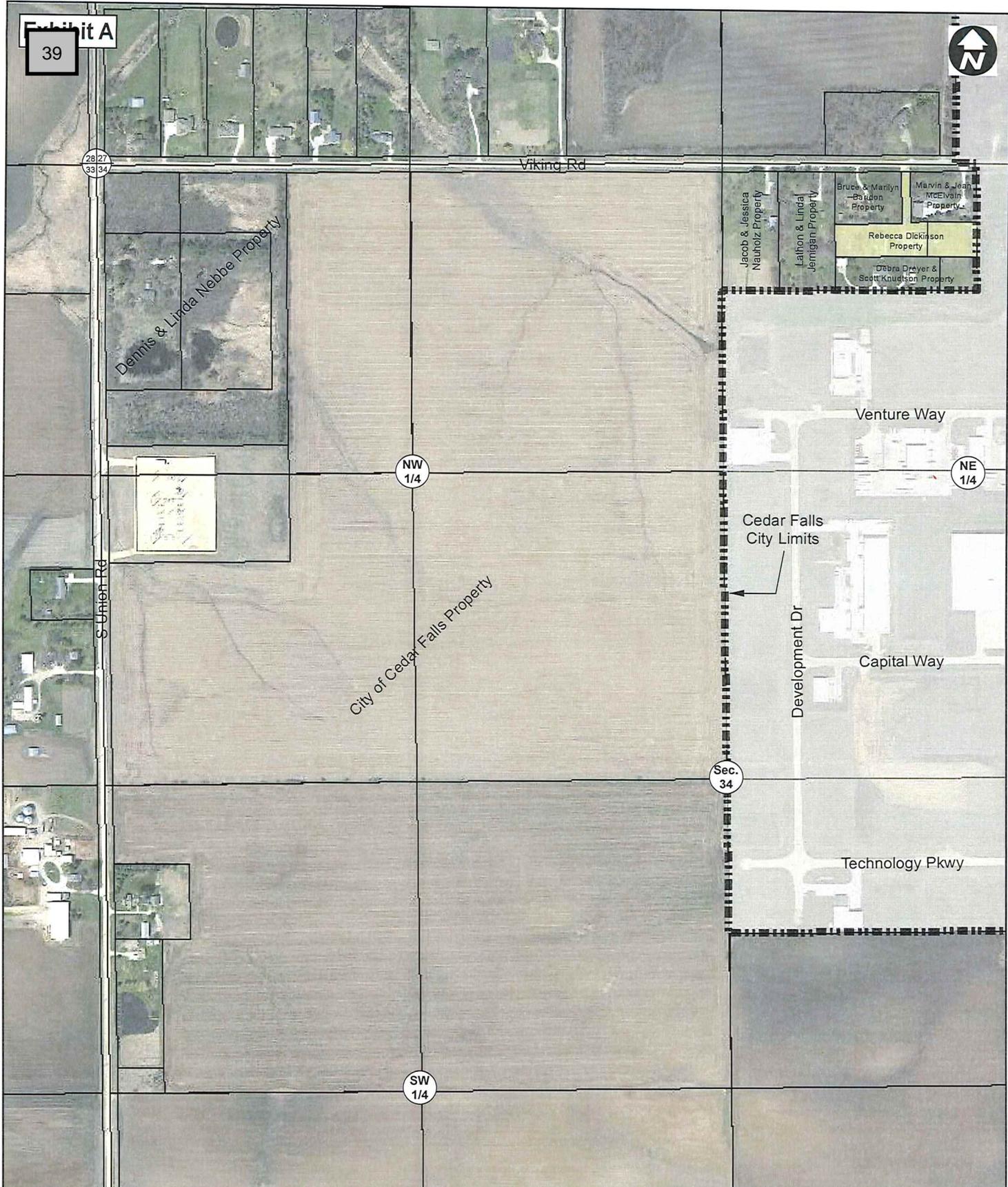
The above-described land is within the urbanized area of the City of Hudson, Iowa.

The undersigned requests the City Council approve this Application and take all steps necessary to complete the annexation in conjunction with the applications of all other property owners of the adjoining territory who may apply in writing requesting annexation.

Applicant:

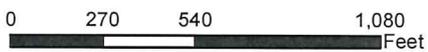


Rebecca Dickinson



City of Cedar Falls, Iowa

Voluntary Annexation Map



Date: 6/5/2019

1 inch = 540 feet

Rebecca Dickinson Property Description:

East 603 feet of the West 1,083 feet of the South 150 feet of the North 403 feet except the East 283 feet of the West 763 feet of the North 7.77 feet of the South 150 feet of the North 403 feet and the East 40 feet of the West 803 feet of the North 253 feet of the Northeast Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa.

**APPLICATION FOR VOLUNTARY ANNEXATION
TO THE CITY OF CEDAR FALLS**

TO THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA:

The undersigned, Debra Dreyer (n/k/a Debra Knudtson) and Scott Knudtson, being the owner(s) of the property herein described, which adjoins the City of Cedar Falls, do hereby apply in writing to the City Council of the City of Cedar Falls pursuant to Iowa Code section 368.7 for annexation to the City of Cedar Falls of the following described real property, to wit:

East 603 feet of the West 1,083 feet of the South 147 feet of the North 550 feet of the Northeast Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa.

A map of the territory for which this application is being filed is attached as "Exhibit A."

The above-described land does not include any railroad right-of-way. The above described land does not contain state-owned road right-of-way.

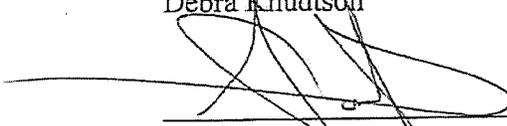
The above-described land is within the urbanized area of the City of Hudson, Iowa.

The undersigned requests the City Council approve this Application and take all steps necessary to complete the annexation in conjunction with the applications of all other property owners of the adjoining territory who may apply in writing requesting annexation.

Applicants



Debra Knudtson



Scott Knudtson



28 27
33 34

Viking Rd

Dennis & Linda Nebbe Property

Jacob & Jessica Naucholz Property

Lathon & Linda Jernigan Property

Bruce & Marilyn Bardon Property

Marvin & Jean McElwain Property

Mark & Jeannette Freidrich Property

Debra Dreyer & Scott Knudtson Property

S Union Rd

NW
1/4

City of Cedar Falls Property

NE
1/4

Cedar Falls City Limits

Development Dr

Capital Way

Sec.
34

Technology Pkwy

SW
1/4



City of Cedar Falls, Iowa
Voluntary Annexation Map



Date: 5/2/2019

1 inch = 540 feet

Debra Dreyer & Scott Knudtson Property Description:

East 603 feet of the West 1,083 feet of the South 147 feet of the North 550 feet of the Northeast Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa.

**APPLICATION FOR VOLUNTARY ANNEXATION
TO THE CITY OF CEDAR FALLS**

TO THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA:

The undersigned, being the duly-authorized representative of the City of Cedar Falls, Iowa, as owner of the property herein described, which adjoins the City of Cedar Falls, does hereby apply in writing to the City Council of the City of Cedar Falls pursuant to Iowa Code section 368.7 for annexation to the City of Cedar Falls of the following described real property, to wit:

Northwest Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa, except the North 1,200 feet of the West 800 feet thereof;

and

North one-half of the Southwest Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa, except the West 231 feet of the South 660 feet thereof and further except Parcel 'A' of Plat of Survey Doc. # 2017-02916.

A map of the territory for which this application is being filed is attached as "Exhibit A."

The above-described land does not include any railroad right-of-way. The above described land does not contain state-owned road right-of-way.

The above-described land includes land to the center line of existing Black Hawk County right-of-way.

The above-described land is within the urbanized area of the City of Hudson, Iowa.

The undersigned requests the City Council approve this Application and take all steps necessary to complete the annexation in conjunction with the applications of all other property owners of the adjoining territory who may apply in writing requesting annexation.

On behalf of the City of Cedar Falls, Applicant



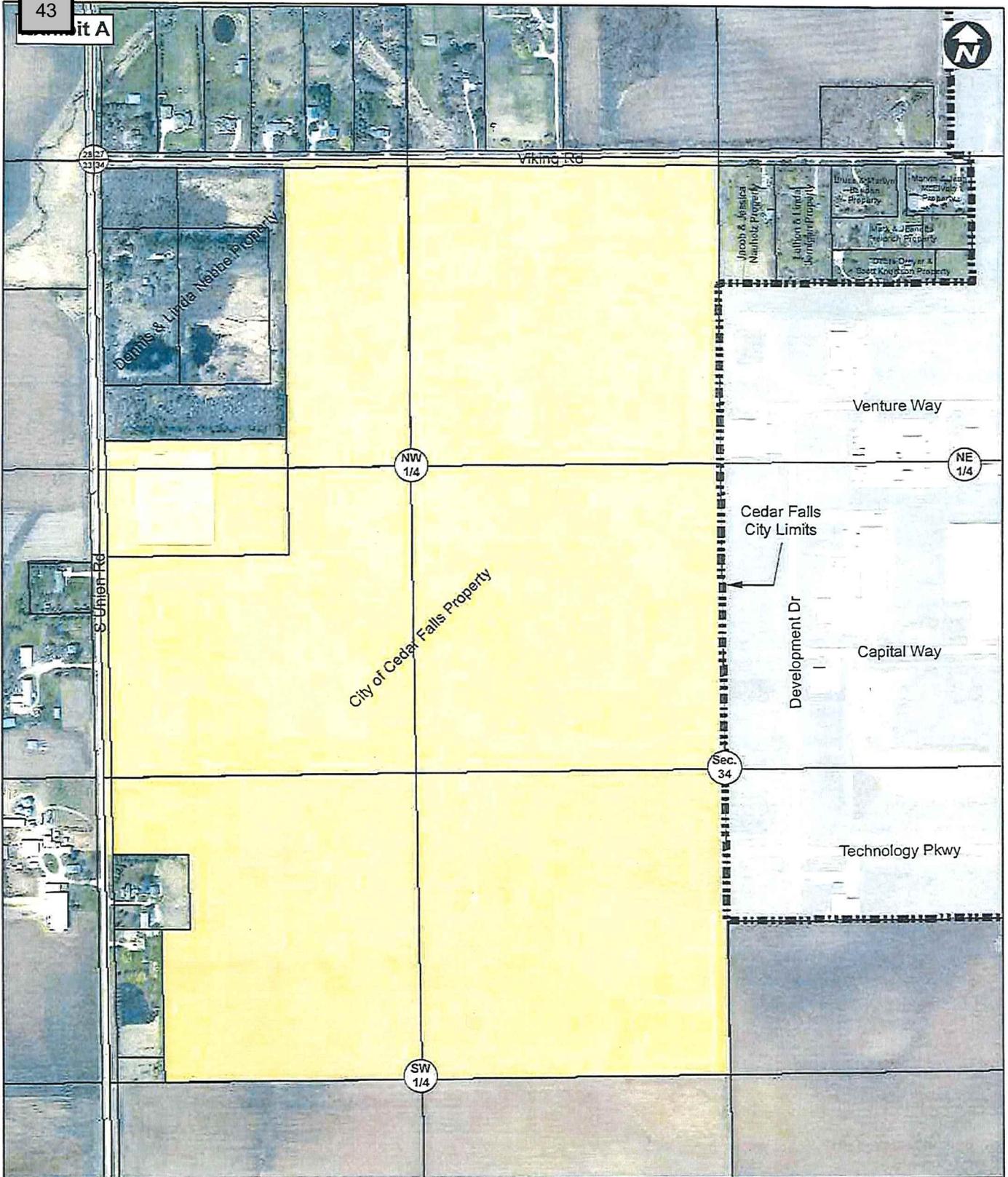
James P. Brown, Mayor

(SEAL)

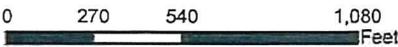
ATTEST:



Jacqueline Daniels, MMC, City Clerk



City of Cedar Falls, Iowa
Voluntary Annexation Map



Date: 5/2/2019

1 inch = 540 feet

City of Cedar Falls Property Description:

Northwest Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa, except the North 1,200 feet of the West 800 feet thereof.

North one-half of the Southwest Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa, except the West 231 feet of the South 660 feet thereof and further except Parcel 'A' of Plat of Survey Doc. # 2017-02916.

NOTICE OF APPLICATION FOR VOLUNTARY ANNEXATION AND PUBLIC HEARING ON THE PROPOSED VOLUNTARY ANNEXATION TO THE CITY OF CEDAR FALLS, IOWA, OF CERTAIN REAL ESTATE GENERALLY LOCATED SOUTH OF VIKING ROAD, EAST OF S. UNION ROAD, AND WITHIN TWO (2) MILES OF THE CORPORATE BOUNDARIES OF THE CITY OF HUDSON, IOWA

TO WHOM IT MAY CONCERN:

Notice is hereby given that on the 19th day of August, 2019, at 7:00 p.m. in the Council Chambers of the City Hall of the City of Cedar Falls, Iowa, 220 Clay Street, Cedar Falls, Iowa, a Public Hearing will be held by the City Council of said City to consider the application for proposed voluntary annexation to the City of Cedar Falls, Iowa, of certain real estate located generally consisting of approximately 244 acres of land situated west of current Cedar Falls city limits, collectively comprising territory adjoining the City described as follows:

Northwest Corner and North one-half of the Southwest Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa, except the West 231 feet of the South 660 feet thereof and further except Parcel 'A' of Plat of Survey Doc. # 2017-02916

and

North 550 feet of the West 1,083 feet of the Northeast Corner Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa.

The proposed annexation area contains approximately 244 acres in total, includes a portion of the south one-half (1/2) of the Viking Road right-of-way, and east one-half (1/2) of S. Union Road, and lies within two (2) miles of the corporate boundaries of the City of Hudson, Iowa.

The property for which a voluntary application for annexation has been filed is legally described as follows:

(City of Cedar Falls Property)

Northwest Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa, except the North 1,200 feet of the West 800 feet thereof;

AND

North one-half of the Southwest Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa, except the West 231 feet of the South 660 feet thereof and further except Parcel 'A' of Plat of Survey Doc. # 2017-02916.

(Dennis & Linda Nebbe)

West 800 feet of the North 1,200 feet of the Northwest Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa.

(Jacob & Jessica Nauholz)

West 240 feet of the North 550 feet of the Northeast Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa.

(M. Lathon & Linda Jernigan)

East 240 feet of the West 480 feet of the North 550 feet of the Northeast Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa.

(Bruce & Marilyn Baridon)

East 283 feet of the West 763 feet of the North 260.77 feet of the Northeast Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa.

(Marvin & Jean Mc Elvain)

East 280 feet of the West 1,083 feet of the North 253 feet of the Northeast Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa.

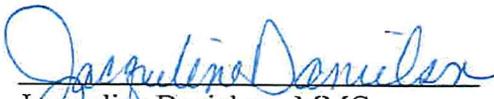
(Rebecca Dickinson)

East 603 feet of the West 1,083 feet of the South 150 feet of the North 403 feet except the East 283 feet of the West 763 feet of the North 7.77 feet of the South 150 feet of the North 403 feet and the East 40 feet of the West 803 feet of the North 253 feet of the Northeast Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa.

(Debra Dreyer (Knudtson) & Scott Knudtson)

East 603 feet of the West 1,083 feet of the South 147 feet of the North 550 feet of the Northeast Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa.

This notice is given pursuant to order of the City Council of the City of Cedar Falls, Iowa, on the 17th day of June, 2019.


Jacqueline Danielsen, MMC
City Clerk

AFFIDAVIT OF MAILING

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

RE: Notification of Consultation on Application for Voluntary Annexation to the City of Cedar Falls, Iowa

The undersigned, being first duly sworn, does depose and state that on the 18th day of June, 2019, she personally mailed to the following named entities a notification of the consultation meeting and of the application for voluntary annexation of certain real estate to the City of Cedar Falls, Iowa, a copy of which notification, with all attachments and enclosures, is attached hereto. Each such notification, with all attachments and enclosures, was mailed by certified mail, return receipt requested, each such document being mailed in a sealed envelope with proper postage thereon, addressed to the said persons or entities at their last known post office addresses, to- wit:

Gaylon Isley
Township Clerk
Cedar Falls Township Trustees
204 Jepsen Rd.
Cedar Falls, IA 50613

Mr. Tom Little, Chairperson
Black Hawk County Board of Supervisors
Black Hawk County Courthouse
316 E. 5th Street, Room 201
Waterloo, IA 50703

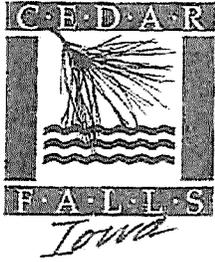
Dated this 18th day of June, 2019.

Jacqueline Danielsen
Jacqueline Danielsen, MMC, City Clerk

Subscribed and sworn to before me on this 18th day of June, 2019.

Joanne Goodrich
Notary Public in and for the State of Iowa
My Commission Expires: May 28, 2021





DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

June 18, 2019

7016 2710 0000 1931 7643

7016 2710 0000 1931 7674

Certified Mail, Return Receipt Requested

Mr. Tom Little, Chairperson
Black Hawk County Board of Supervisors
Black Hawk County Courthouse
316 E. 5th Street, Room 201
Waterloo, IA 50703

Certified Mail, Return Receipt Requested

Gaylon Isley
Township Clerk
Cedar Falls Township Trustees
204 Jepsen Rd.
Cedar Falls, IA 50613

Re: Consultation Regarding Proposed Voluntary Annexation of Land to the City of Cedar Falls

To Whom it May Concern:

The City of Cedar Falls has been presented with Applications for Voluntary Annexation of Territory currently located in Cedar Falls Township and Black Hawk County, Iowa, and proposed to be annexed to the City of Cedar Falls, Iowa. Enclosed with this letter please find a copy of the following documents:

- 1. Notice of Time and Place of Consultation on the proposed annexation,
2. Eight (8) voluntary annexation applications, each of which is accompanied by a legal description and a map of the territory showing its location in relationship to the City of Cedar Falls

As you can see from the enclosed Notice, the time for consultation on the proposed annexation has been scheduled for the 2nd day of July, 2019, at 4:00 o'clock P.M., at the Duke Young Conference Room in the Cedar Falls City Hall, located at 220 Clay Street, Cedar Falls, Iowa.

This consultation is required by Section 368.7 of the Iowa Code. The statute allows the county and township to each designate one of its members to attend the consultation on behalf of their respective governing bodies. Each such county and township may make written recommendations for modification to the proposed annexation no later than seven (7) business days following the date of the consultation.

Following the meeting, the Code requires the Board of Supervisors to state by resolution whether or not it supports the application or whether it takes no position in support of or against the application not later than thirty (30) days after the consultation. If there is a comprehensive plan for Black Hawk County, the Board shall take that plan into account action on the proposed annexation. A copy of the Board of Supervisors Resolution shall be immediately filed with the annexing city, and shall be considered by the city council of that city when taking action on the application for annexation.

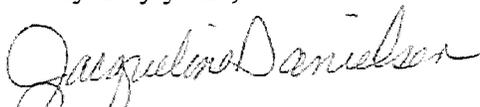
A copy of the Board's resolution will be forwarded to the City Development Board as part of the proceedings on the annexation. If the Board does not adopt a resolution the City of Cedar Falls may proceed with the annexation proceedings. The failure to adopt a resolution concerning the proposed

annexation shall not delay the proceedings on the application, nor shall such failure be considered a deficiency either in the application or in the annexing city's proceedings.

The Cedar Falls City Council is currently scheduled to consider the annexation applications at a public hearing on the 19th day of August, 2019, at 7:00 P.M., at City Hall, 220 Clay Street, Cedar Falls, Iowa.

I am sending a copy of this letter to the County Attorney for Black Hawk County, who can advise the Board of Supervisors regarding this annexation process.

Very truly yours,



Jacqueline Danielsen, City Clerk
City of Cedar Falls, Iowa

Enclosures

Copy to:

Brian Williams, Black Hawk County Attorney (with enclosures)

COMMUNITY DEVELOPMENT
DEPARTMENT

JUL 12 2019

RECEIVED

To: Shane Graham City of Cedar Falls, Iowa
From: Gaylon Isley, on behalf of the Cedar Falls Township Trustees
RE: Proposed Annexation of 244 acres in Section 34 of Cedar Falls Township
Date: July 8, 2019

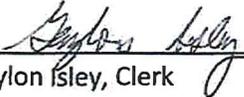
The Trustees of Cedar Falls Township have reviewed copies of the Applications for Voluntary Annexation of 244 acres in section 34 of Cedar Falls Township, as well as notes from the consultation held on July 2, 2019. Trustees realize that their comments aren't required, nor will they likely change the outcome of the annexation. However, Trustees are taking this opportunity to voice their opinion on the subject.

The Trustees are opposed to the voluntary annexation and further expansion for the reasons stated below. Most important is the consumption of agricultural land that would be converted to other uses. Trustees have the following concerns and comments regarding City of Cedar Falls expansion as well as the intended and unintended consequences it will bring.

- Permanent loss of prime agricultural land to any other use. Fertile soils, naturally irrigated, consistently producing land is a rare commodity in the world and should be preserved. Land converted will never, ever produce a commodity again.
- Terrain altered in expansion construction can cause changes to water flow for the surrounding property. Proper management of flow is vital for Agricultural property owners.
- Traffic congestion and new construction that would hinder movement of large vehicles, equipment and commodities. For instance, streets with curb, small roundabouts, small intersections.
- Right of way maintenance. The City of Cedar Falls can do a better job of maintaining rural roads and right of ways within City Limits. That is, tree and brush removal to keep road signs from being obscured, as well as sight distance obscuration at intersections. Please be mindful of this in expansion plans.
- Near term property tax loss of revenue to County, hopefully recouped or increased upon valuation increase over time.

Trustees are pleased that City staff has reached out to local land owners to inform and answer questions and concerns about the annexation and expansion. Furthermore, Trustees appreciate the opportunity for dialogue, even though by mandate, communication is always a good thing.

Trustees, Cedar Falls Township
Gary Whitcombe
Dale Doddema
Christina Isley



Gaylon Isley, Clerk

COPY Page 1 of 2

AGREEMENT

CITY OF CEDAR FALLS - BLACK HAWK COUNTY

THIS AGREEMENT is entered into by and between the City of Cedar Falls, Iowa and Black Hawk County for the purpose of defining and clarifying the division of responsibility, action and cost in maintenance of highway facilities near the outer corporate limits of the City.

Beginning December 1, 1973, the following division of responsibility for maintenance is made:

1. CITY OF CEDAR FALLS MAINTENANCE

- (a) Butterfield Road from South Cedar Falls City Limits to Ranchero Road 0.50 mi.
 - (b) ~~Viking Road~~ from West Cedar Falls City Limits to Union Road 1.00 mi.
 - (c) Union Road from South Cedar Falls City Limits to Viking Road 0.50 mi.
 - (d) Roosevelt Street on Corp. Line by Geo. Wyth Park 0.25 mi.
 - (e) Ford Road on Corp. Line from the West Cedar Falls City Limits North to Fitkin Road 0.50 mi.
- Total City Maintenance 2.75 mi.

2. BLACK HAWK COUNTY MAINTENANCE

- (a) W. Ridgeway Avenue from Hudson Road to the West Cedar Falls City Limits (snow and ice removal only) 0.50 mi.
 - (b) West Twenty-seventh Street from Union Road to the West Cedar Falls City Limits 0.25 mi.
 - (c) West Twelfth Street from Columbine Drive to West Cedar Falls City Limits (negligible)
 - (d) Westbrook Road from Union Road to the West Cedar Falls City Limits 0.35 mi.
 - (e) Big Woods Road from Dunkerton Road to the North Cedar Falls City Limits 0.25 mi.
 - (f) Symons Road from Dunkerton Road to the North Cedar Falls City Limits 0.25 mi.
 - (g) Fitkin Road from Ford Road to Center Street 1.00 mi.
 - (h) Leversee Road from Dunkerton Road to the North Cedar Falls City Limits 0.25 mi.
- Total County Maintenance 2.85 mi.

Maintenance is defined as furnishing rock surfacing, dragging, snow removal, ice treatment, maintaining, patching holes, culvert cleanout, and driveway repair as required by the governing body of the maintenance crew. New entrances within the City shall be as the Street Commissioner designates, and outside of the City they shall conform to County requirements. All traffic control signs shall be furnished and installed by the body in whose area the road lies. This agreement does not include bridge maintenance.

This agreement shall remain in effect until such time as either body chooses to terminate it by notifying the other body in writing at least six (6) months prior to termination date.

APPROVED BY BOARD OF SUPERVISORS DEC 26 1973 19

County Assessor

- 2 -

CEDAR FALLS CITY COUNCIL
City of Cedar Falls, Iowa

BLACK HAWK COUNTY

By Jon T. Crews
Jon T. Crews, Mayor

By Donald F. Sage
Donald F. Sage, Chairman
Board of Supervisors

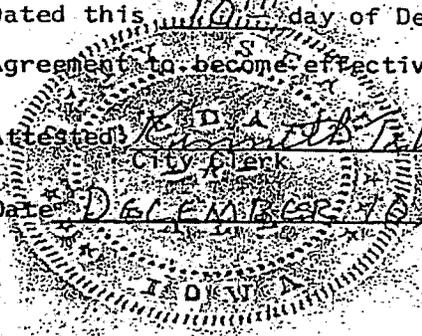
Dated this 14th day of December, 1973
Agreement to become effective December 1, 1973.

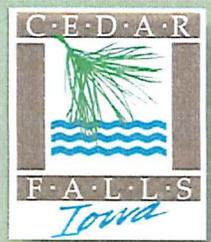
Attested: Edith T. Walt
CITY CLERK

Attested: Howard Gills
County Auditor

Date DECEMBER 10, 1973.

Date December 26, 1973





Comprehensive Plan for the City of Cedar Falls

Prepared by RDG Planning & Design and Applied Ecological Services
May 2012



IOWA'S SMART PLANNING LEGISLATION

In the spring of 2010, the Iowa State Legislature passed the "Iowa Smart Planning Act" as a way to guide and encourage the development of local comprehensive plans. The legislation outlines 10 Smart Planning Principles and 13 comprehensive plan elements that Iowa cities should use to develop their comprehensive plans. These guidelines are intended to improve economic opportunities, preserve the natural environment, protect quality of life, and ensure equitable decision-making processes.

The smart planning principles and comprehensive plan elements as defined in the legislation are listed below. Though the sets of elements and principles may look similar, they differ in that the 10 smart planning principles are meant to be the overarching values that inform each of the 13 elements of the plan. A full explanation of these principles and elements are included in Appendix A.

The Cedar Falls comprehensive plan was created in compliance with the guidelines of the Iowa Smart Planning Act. Appendix B provides an overview of this compliance by matching the components of this plan with the corresponding principles and elements of the legislation.

10 SMART PLANNING PRINCIPLES

BROAD GUIDING VALUES FOR COMPREHENSIVE PLANS

- Collaboration
- Efficiency, Transparency and Consistency
- Clean, Renewable and Efficient Energy
- Occupational Diversity
- Revitalization
- Housing Diversity
- Community Character
- Natural Resources & Agricultural Protection
- Sustainable Design
- Transportation Diversity



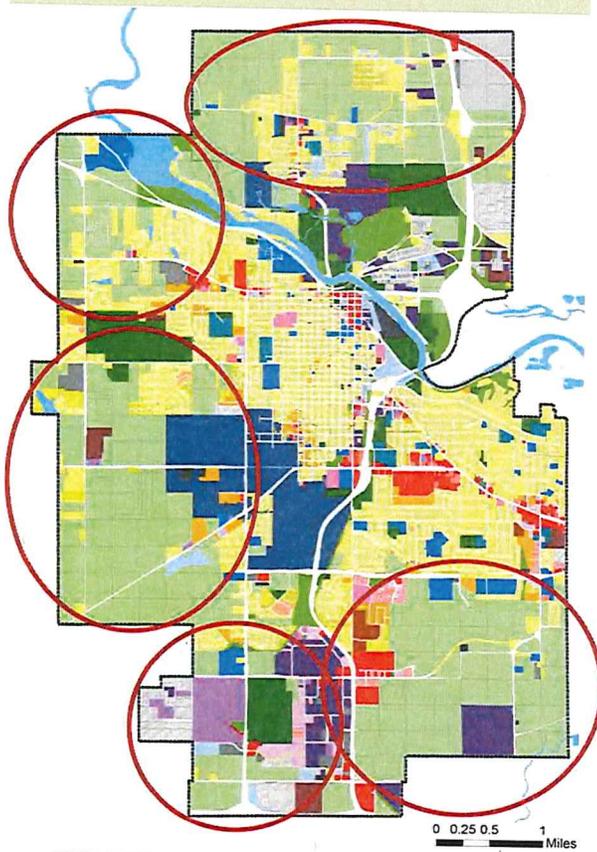
IMPLEMENTING THE CEDAR FALLS PLAN

REALIZING THE VISION

Cedar Falls should implement the visions and actions presented in this plan through a realistic program that is in step with the resources of the community. The previous thirteen chapters are the core of the Cedar Falls Plan. This section addresses plan implementation by both public agencies and private decision-makers. Key areas include:

- **Annexation.** This section presents a segment of land for annexation consideration.
- **Development Policies and Actions.** This section summarizes the policies and actions proposed in the Cedar Falls Plan, and presents projected time frames for the implementation of these recommendations.
- **Plan Maintenance.** This section outlines a process for maintaining the plan and evaluating progress in meeting the plan's goals.
- **Plan Support.** This section identifies possible funding sources that can assist in implementation of the plan.

Figure 14.1 - Existing Land Use & Major Growth



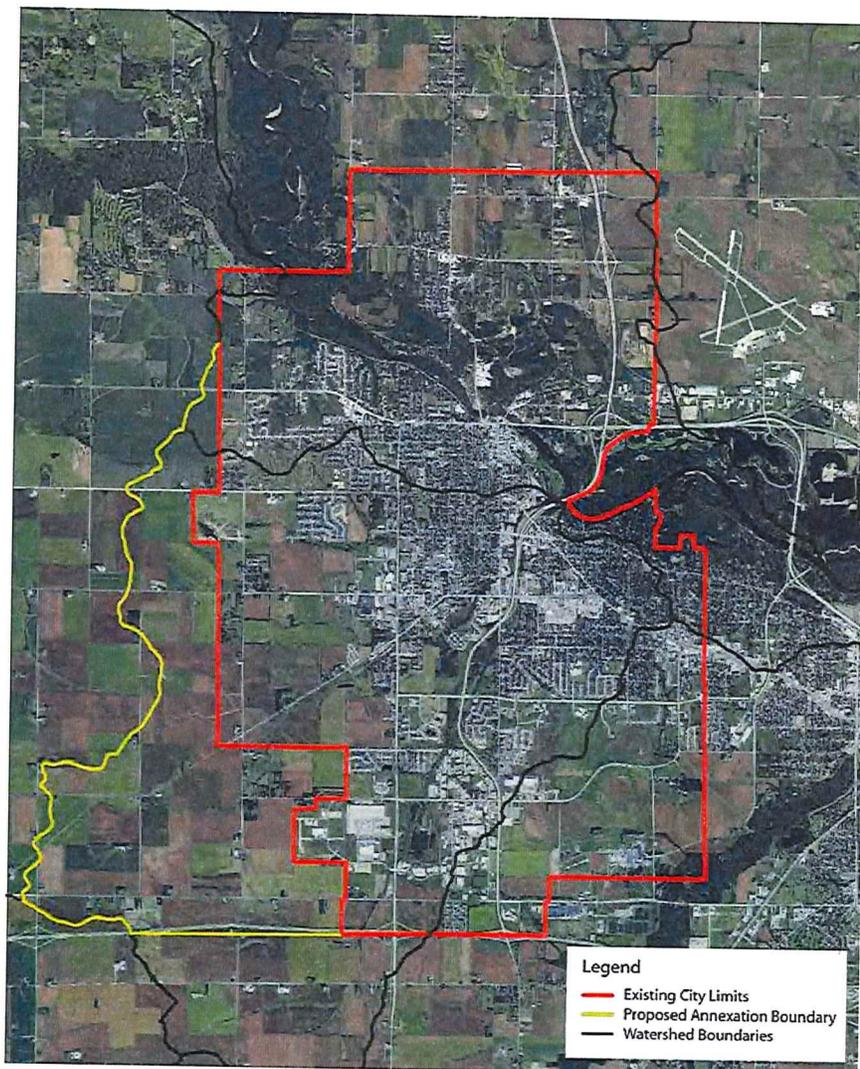
ANNEXATION

In chapter 2, the land needs analysis concluded that the 2030 land need was between 2,500 to 2,600 acres to accommodate new residential, commercial and industrial development. The total developable area currently in city limits is approximately 5,000 acres, which includes approximately 4,100 acres of agricultural land and fewer than 900 acres of vacant urban land. (Land that is in the floodplain or is otherwise of importance to the natural environment is excluded from these totals.) Figure 14.1 shows the existing land use of Cedar Falls, with major growth areas circled in red. The available land for development is approximately twice as much as the land need for 2030.

Although there is technically enough land for Cedar Falls to grow over the next 20 years without annexation, expressed demand for residential development in the northwest area of Cedar Falls may drive annexation in that area. The recent annexation of the Wildhorse Drive area was a demonstration of this demand. The northwest portion of Cedar Falls that is within current city limits has approximately 500 developable acres, much less than the total amount needed for growth. However, annexation possibilities beyond the northwest borders are constrained due to complications associated with infrastructure expansion.

Due to the location of the watershed boundaries, any expansion beyond city limits to the northwest would be in a watershed which drains away from city facilities, and therefore would be much more difficult to serve with city water. Pump stations would be required, which would add to the cost of new development. Figure 14.2 shows the watershed boundaries. The area in green is the area that would be difficult to serve with infrastructure.

Due to the topographical constraints of annexing in the northwest, but in light of the current demand for growth to the northwest, this plan recommends that Cedar Falls consider annexation of land that is west of current city limits, but is within watersheds draining to Cedar Falls (Figure 14.2). Although this area will not meet the full housing need, it can fulfill an important niche in the housing market. Additional residential development can occur in the western growth area, in North Cedar, and other areas outlined in chapter 9.



Smart Planning Matrix: The table below shows the compliance of this document with Iowa Smart Planning Guidelines.

-----Smart Planning Principles-----						
Comprehensive Plan Elements	Chapter Number(s)	Collaboration	Efficiency, Transparency & Consistency	Clean, Renewable & Efficient Energy	Occupational Diversity	Revitalization
Public Participation	2.8	2.8	2.8			
Issues and Opportunities	1.1 - 1.7	2.8	Intro		1.1 (Economic); 3.13	1.1 (Housing); 3.9
Land Use	1.2, 3.9	3.9 (CP Principles)	3.9 (CP Principles)	3.9 (CP Principles; Future Land Use)	3.9 (CP Principles)	3.9 (CP Principles)
Housing	1.1, 1.2, 3.9	3.9 (College Hill)		3.9 (Residential Growth)	3.9 (Res. Growth; Commercial, Mixed Use; Future Land Use)	3.9 (State Street, College Hill)
Public Infrastructure and Utilities	1.6, 3.12, 3.14	1.6 (Solid Waste); 3.12 (Regional Strmwtr)	3.9 (Future Land Use); 3.12; 3.14 (Annexation)			3.9 (CP Principles)
Transportation	1.4, 3.11		3.11	3.11	3.9 (Commercial), 3.13 (Efficient Infrastructure)	3.11 (Main St, University Ave)
Economic Development	1.1, 3.9, 3.13	3.13 (Economic Goals; Existing Econ Dev)	3.13 (Existing Econ Dev)		1.1, 3.9 (Commercial, Mixed Use); 3.13	3.9 (State Street); 3.11 (University Ave)
Agricultural and Natural Resources	1.3, 3.9, 3.12	3.12 (Regional Stormwater)	3.12			3.9 (Future Land Use)
Community Facilities	1.7	1.7 (Schools), 2.8				
Community Character	Intro, 1.3, 1.5, 2.8, 3.9, 3.10, throughout					3.9 (State Street, College Hill); 3.11 (University Ave)
Hazards	1.3, 3.9, 3.12	3.9 (Nat. Envrnmt); 3.12 (Regional Stormwater)	1.3 (Floodplains); 3.12			3.9 (North Cedar)
Intergovernmental Collaboration	1.3, 1.6, 2.8, 3.12, 3.13, 3.14	1.3, 1.6, 2.8, 3.12, 3.13, 3.14	2.8; 3.12 (Regional Stormwater); 3.13 (Existing Econ Dev)		3.13 (Existing Econ Dev)	3.9 (College Hill)
Implementation	3.14	3.14 (Plan Support)	3.14 (Plan Maintenance)	3.14 (Implementation Schedule)	3.14 (Implementation Schedule)	3.14 (Implementation Schedule)

- Smart Planning Matrix Continued

-----Smart Planning Principles-----					
Comprehensive Plan Elements	Housing Diversity	Community Character	Natural Resources & Agricultural Protection	Sustainable Design	Transportation Diversity
Public Participation					
Issues and Opportunities	1.1 (Housing); 3.9	Intro, 1.5	1.3, 1.5		1.4
Land Use	3.9 (CP Principles, Residential Growth)	3.9 (CP Principles; Ntrl Envrmnt)	3.9 (CP Principles; Ntrl Envrmnt)	3.9 (All Sections)	3.9 (CP Principles; Res. Growth; Future Land Use)
Housing	3.9 (Residential Growth)	3.9 (Residential Growth; College Hill); 1.1 (Housing)		3.9 (Residential Growth)	3.9 (Residential Growth)
Public Infrastructure and Utilities			1.3 (Watersheds and Stormwater); 1.6 (Stormwater)	1.6 (Strmwtr); 3.9(CP Principles); 3.12; 3.14 (Annexation)	
Transportation	3.9 (Residential Growth)	1.4 (Ped. & Bicycle); 3.9 (Res. Growth); 3.11 (Main St; University Ave)	1.4 (Pedestrian and Bicycle); 1.5 (Trails)	3.9 (Res Growth); 3.11	1.4; 3.11
Economic Development	3.9 (Commercial, Mixed Use), 3.13 (Providing Quality Neighborhoods)	3.10, 3.13 (Preserving Nat Amenities)	3.13 (Preserving Nat Amenities)	3.9 (Commercial, Mixed Use), 3.13 (Preserving Nat Amenities, Efficient Infrastructure)	3.13 (Efficient Infrastructure)
Agricultural and Natural Resources	3.9 (Residential Growth)	1.5, 3.10	1.3, 3.9 (Nat. Envrmnt), 3.12	3.9 (Nat. Envrmnt); 3.12	3.11
Community Facilities		1.7 (Public Library, Community Center, Sculpture Garden)			
Community Character	3.9 (College Hill); 1.1 (Housing)	Intro	3.9 (Nat. Envrmnt); 1.5, 3.10	3.9 (Nat. Envrmnt)	3.9 (Residential Growth); 3.11
Hazards		3.9 (Nat. Envrmnt)	1.3 (Floodplains, Watersheds & Stormwater), 3.9 (Nat. Envrmnt, Future Land Use)	3.9 (Nat. Envrmnt, Future Land Use); 3.12	
Intergovernmental Collaboration			3.12 (Regional Stormwater)	3.12 (Regional Stormwater)	
Implementation	3.14 (Implementation Schedule)	3.14 (Implementation Schedule)	3.14 (Implementation Schedule)	3.14 (Implementation Schedule)	3.14 (Implementation Schedule)

RESOLUTION NO. _____

**RESOLUTION CORRECTING SCRIVENER’S ERROR AND
AMENDING RESOLUTION NO. 21,590**

WHEREAS, on June 17, 2019, the City Council of the City of Cedar Falls, Iowa, adopted Resolution No. 21,590, receiving and approving pre-annexation agreements for applications for voluntary annexation of real estate to the City of Cedar Falls, Iowa; and

WHEREAS, in said resolution, the City Council of the City of Cedar Falls, Iowa, approved pre-annexation agreements included in Attachment B thereto; and

WHEREAS, Resolution No. 21,590 mistakenly omitted Dennis and Linda Nebbe from the list of property owners who had submitted pre-annexation agreements to the City, which constitutes a scrivener’s error that should be corrected.

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

- 1. That the third WHEREAS clause on page 1 of Resolution No. 21,590 of the City Council of the City of Cedar Falls, Iowa, is hereby corrected and amended as follows:

WHEREAS, the City has received Pre-Annexation Agreements in accordance with Iowa Code section 368.7(1)(e) from Dennis and Linda Nebbe, Jacob & Jessica Nauholz, M. Lathon & Linda Jernigan, Bruce & Marilyn Baridon, Marvin & Jean Mc Elvain, Rebecca Dickinson, and Debra & Scott Knudtson, all of which are attached hereto as Attachment B

- 2. That Paragraph 7 on page 4 of Resolution No. 21,590 of the City Council of the City of Cedar Falls, Iowa, is hereby corrected and amended as follows:

- 7. That the form and content of the Pre-Annexation Agreements from Dennis and Linda Nebbe, Jacob & Jessica Nauholz, M. Lathon & Linda Jernigan, Bruce & Marilyn Baridon, Marvin & Jean Mc Elvain, Rebecca Dickinson, and Debra & Scott Knudtson, attached hereto as Attachment B, and the

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

- 3. That Resolution No. 21,590 is hereby repealed and replaced to the extent inconsistent with this Resolution.
- 4. That all other provisions of Resolution No. 21,590 adopted by this Council on June 17, 2019, are hereby approved and all actions taken by the Mayor and City Clerk are hereby ratified and confirmed.
- 5. That upon approval, the City Clerk is hereby authorized to record this Resolution.

ADOPTED this ____ day of _____, 20__.

James P. Brown, Mayor

(SEAL)

ATTEST:

Jacqueline Daniels, MMC, City Clerk

RESOLUTION NO. _____

RESOLUTION APPROVING THE VOLUNTARY ANNEXATION OF PROPERTY TO THE CITY OF CEDAR FALLS, IOWA, WHICH LIES WITHIN TWO (2) MILES OF THE CORPORATE BOUNDARIES OF THE CITY OF HUDSON, IOWA

WHEREAS, the City Council of the City of Cedar Falls, Iowa, received eight (8) applications for voluntary annexation of approximately 244 acres, more or less, of property from the owners of certain real estate located in Black Hawk County, Iowa, and legally described as set forth on Attachment A, attached hereto and by this reference made a part hereof, and shown on the map identified as Attachment B attached hereto, and by this reference made a part hereof; and

WHEREAS, the real estate proposed to be annexed lies within two (2) miles of the corporate boundary of the City of Hudson, Iowa, and, as required by Iowa Code Chapter 368 (2019), notification of the public hearing on the applications for voluntary annexation has been provided to the City Council of the City of Hudson, Iowa; and

WHEREAS, the real estate proposed to be annexed includes a portion of the south one-half (1/2) of the Viking Road right-of-way and a portion of the east one-half (1/2) of the S. Union Road right-of-way, both of which are owned by, or subject to an easement in favor of, Black Hawk County, Iowa, and, in accordance with Iowa Code section 368.5, the County Attorney of Black Hawk County, Iowa, has been notified of the public hearing on this matter; and

WHEREAS, the applications for voluntary annexation are entirely voluntary, in that all of the owners of all of the property proposed to be annexed have signed the applications for voluntary annexation, and no property is proposed to be annexed without the consent of all of the owners; and

WHEREAS, the real estate proposed to be annexed collectively adjoins the City of Cedar Falls, Iowa, as required by Iowa Code Chapter 368; and

WHEREAS, by Resolution No. 21,590 adopted by the City Council of the City of Cedar Falls, Iowa, on June 17, 2019, notice of the time and place of public hearing, including a legal description of the property proposed to be annexed, has been published in the Waterloo/Cedar Falls Courier, as required by law, at least ten (10) business days prior to the date of the public hearing; and

WHEREAS, written notice of a consultation on the Application for Voluntary Annexation of property to the City of Cedar Falls, Iowa, was mailed to the Chairperson of the Board of Supervisors of Black Hawk County, Iowa, and to the Clerk of the Cedar Falls Township Trustees, at least fourteen (14) business days prior to the date that written notice of the public hearing, including the time and place of public hearing, was mailed to the persons and entities described in this Resolution, consisting of the affected utilities, the various governmental bodies, and each owner of property that adjoins the territory to be annexed that is not already located in the City; and

WHEREAS, such consultation was held with representatives of the Black Hawk County Board of Supervisors and the Cedar Falls Township Trustees on July 2, at 4:00 p.m.; and

WHEREAS, the Black Hawk County Board of Supervisors did not make written recommendations for modification of the proposed annexation; and

WHEREAS, the Black Hawk County Board of Supervisors did not file a copy of a resolution concerning its position on the annexation proposal, which, pursuant to Iowa Code section 368.7, shall neither delay nor be considered a deficiency in these proceedings; and

WHEREAS, the Cedar Falls Township Trustees submitted a letter to the City dated July 8, 2019, and received by the Community Development Department on July 12, 2019, with concerns and comments regarding the expansion of City boundaries, which has been considered by the City Council; and

WHEREAS, written notice of the public hearing, including the time and place of public hearing and a legal description of the property proposed to be annexed, along with a copy of the eight (8) applications for voluntary annexation, was mailed by certified mail at least fourteen (14) business days prior to the date of the public hearing to the following recipients at the addresses shown in the affidavit of mailing, attached hereto as Attachment C: the Chairperson of the Board of Supervisors of Black Hawk County, Iowa; the Black Hawk County Attorney; the City Council of the City of Hudson, Iowa; Iowa Northland Regional Council of Governments, the regional planning authority for the property proposed to be annexed; and the owners of property adjoining the territory to be annexed which is not located in the City of Cedar Falls; and

WHEREAS, a public hearing has been held on the applications for voluntary annexation, and all written objections filed with the City Clerk prior to the time of said public hearing and all oral comments made at the public hearing have been duly considered by the City Council; and

WHEREAS, the City Council has considered smart planning principles in its decision about whether to approve the annexation, including, but not limited to, the following smart planning principles from Iowa Code Chapter 18B:

- a. Consistent with Iowa Code Section 18B.1(1), Collaboration, the City formally notified, consulted with, and gave opportunity to be heard, to the following governmental, community and individual stakeholders: adjacent owners of property which are not already

part of the corporate limits of Cedar Falls; representatives of the Cedar Falls Township Trustees, of which the territory is a part; the Black Hawk County Board of Supervisors, which is the governmental agency overseeing this unincorporated territory located in Black Hawk County; the City of Hudson, Iowa, whose corporate boundary is within two (2) miles of the annexation territory; the Iowa Northland Regional Council of Governments, the regional planning authority for the area; all affected public utilities; and all interested persons, citizens, and others who attended the public hearing on the voluntary annexation applications; and

b. Pursuant to Iowa Code Section 18B.1(4), Occupational diversity, the City considered that the planned development of the proposed annexation territory into industrial uses will promote increased diversity of employment and business opportunities, and will promote the establishment of businesses in locations near existing housing, infrastructure, and transportation; and

c. Pursuant to Iowa Code Section 18B.1(7), Community character, the City considered that the planned development of the proposed annexation territory into industrial uses is consistent with the surrounding area, and is consistent with the physical character of the city, particularly the area adjacent to the annexation territory to the east, as that is the location of the existing Cedar Falls Industrial Park; and

d. If the proposed annexation territory is annexed to the City of Cedar Falls, smart planning principles of Iowa Code Chapter 18B shall be applicable to the subsequent development of the annexation territory, in that the Cedar Falls City Council adopted a comprehensive plan in compliance with Chapter 18B in May 2012, which specifically calls for future annexation of territory to the City in an area adjacent to the City’s western corporate boundaries, including the territory which is the subject of these annexation applications; and

WHEREAS, all of such matters have been considered by the City Council, as well as any written comments and oral statements made at the public hearing on this matter; and

WHEREAS, the City Council finds that it is in the best interests of the City of Cedar Falls, Iowa, of the owners of the property proposed to be annexed, and of the public, that the property which is the subject of the eight (8) applications for voluntary annexation be annexed to the City of Cedar Falls, Iowa.

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

- 1. That the applications for voluntary annexation filed by Jacob & Jessica Nauholz, M. Lathon & Linda Jernigan, Bruce & Marilyn Baridon, Marvin & Jean Mc Elvain, Rebecca Dickinson, Debra & Scott Knudtson, Dennis & Linda Nebbe, and the City of Cedar Falls, Iowa, are hereby approved and accepted, and the real estate which is the subject of the eight (8) applications for voluntary annexation, a copy of which real estate is legally described as set forth on Attachment A and as shown on the

map attached hereto as Attachment B, both of which by this reference are incorporated herein, shall be annexed to the City of Cedar Falls, Iowa, in accordance with Iowa Code Chapter 368, and such property shall hereinafter become and be a part of the City of Cedar Falls, Iowa.

- 2. That the Mayor and City Clerk are hereby authorized and directed to prepare and execute all documents necessary to obtain approval of this voluntary annexation by, and are directed to file the same with, the City Development Board of the State of Iowa, pursuant to Iowa Code Chapter 368 and the regulations of the City Development Board.
- 3. That the annexation shall be completed upon the approval and filing of the applicable portions of the proceedings by the City Development Board with the Iowa Secretary of State and the Black Hawk County Recorder.
- 4. The City Clerk is hereby directed to file a copy of this resolution with the Office of the Recorder of Black Hawk County, Iowa, after notification from the City Development Board that the annexation is completed.
- 5. Upon completion of this annexation, the land described herein as set forth in Attachment A will be initially classed as lying in the A-1 agricultural district pursuant to Cedar Falls Code of Ordinances Sec. 26-121.

ADOPTED this ____ day of _____, 20__.

James P. Brown, Mayor

(SEAL)

ATTEST:

Jacqueline Danielsens, MMC, City Clerk

CERTIFICATE

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

I, Jacqueline Danielsen, City Clerk of the City of Cedar Falls, Iowa, hereby certify that the above and foregoing is a true and correct typewritten copy of Resolution Number _____ duly and legally adopted by the City Council of said City on the _____ day of _____, 20__.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the official seal of the City of Cedar Falls, Iowa, this _____ day of _____, 2019.

Jacqueline Danielsen, MMC, City Clerk

ATTACHMENT A

Legal Descriptions

(City of Cedar Falls Property)

Northwest Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa, except the North 1,200 feet of the West 800 feet thereof;

AND

North one-half of the Southwest Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa, except the West 231 feet of the South 660 feet thereof and further except Parcel ‘A’ of Plat of Survey Doc. # 2017-02916.

(Dennis & Linda Nebbe)

West 800 feet of the North 1,200 feet of the Northwest Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa.

(Jacob & Jessica Nauholz)

West 240 feet of the North 550 feet of the Northeast Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa.

(M. Lathon & Linda Jernigan)

East 240 feet of the West 480 feet of the North 550 feet of the Northeast Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa.

(Bruce & Marilyn Baridon)

East 283 feet of the West 763 feet of the North 260.77 feet of the Northeast Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa.

(Marvin & Jean Mc Elvain)

East 280 feet of the West 1,083 feet of the North 253 feet of the Northeast Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa.

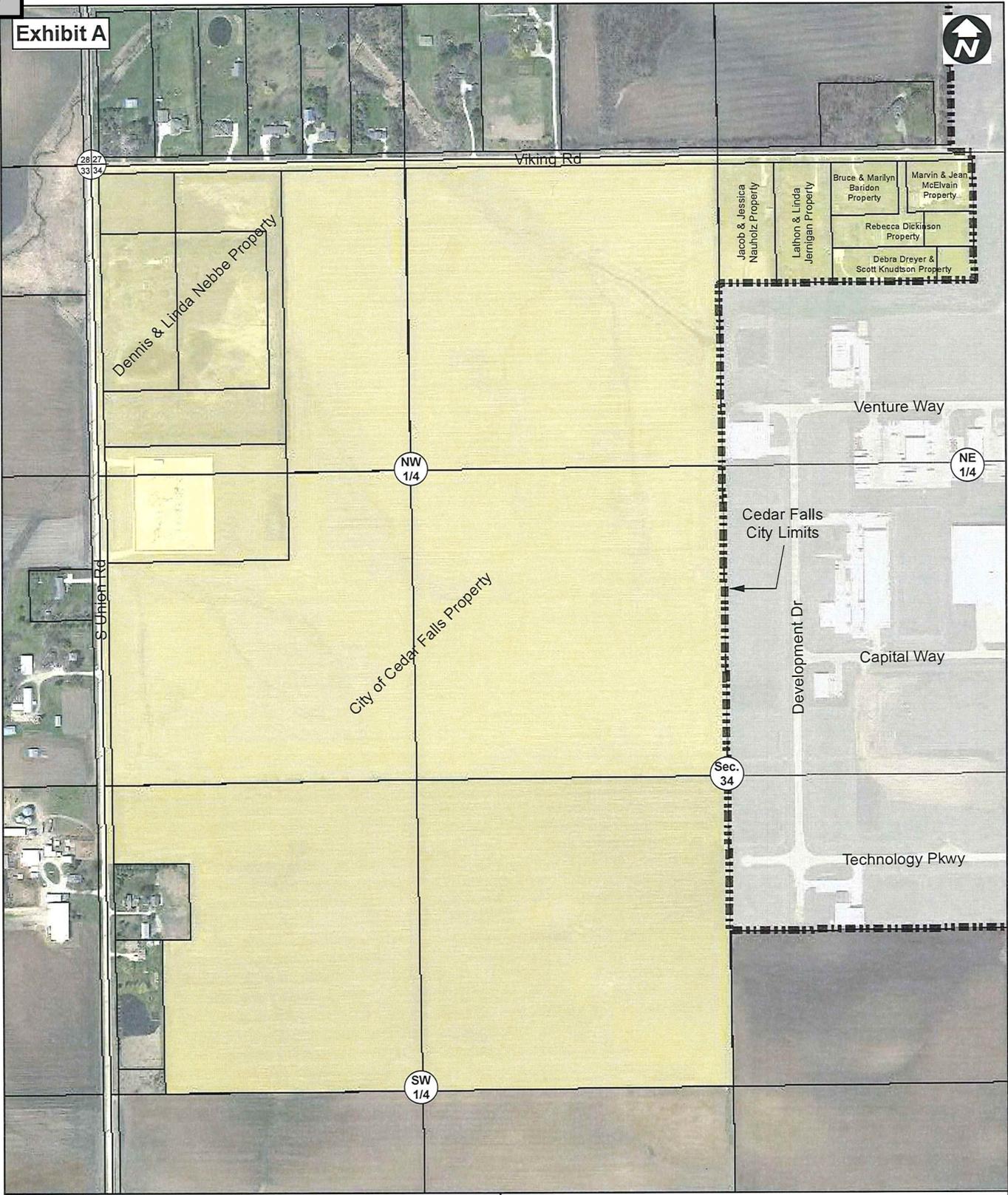
(Rebecca Dickinson)

East 603 feet of the West 1,083 feet of the South 150 feet of the North 403 feet except the East 283 feet of the West 763 feet of the North 7.77 feet of the South 150 feet of the North 403 feet and the East 40 feet of the West 803 feet of the North 253 feet of the Northeast Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa.

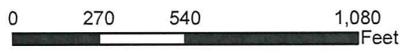
(Debra Dreyer (Knudtson) & Scott Knudtson)

East 603 feet of the West 1,083 feet of the South 147 feet of the North 550 feet of the Northeast Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa.

Exhibit A



City of Cedar Falls, Iowa
Voluntary Annexation Map

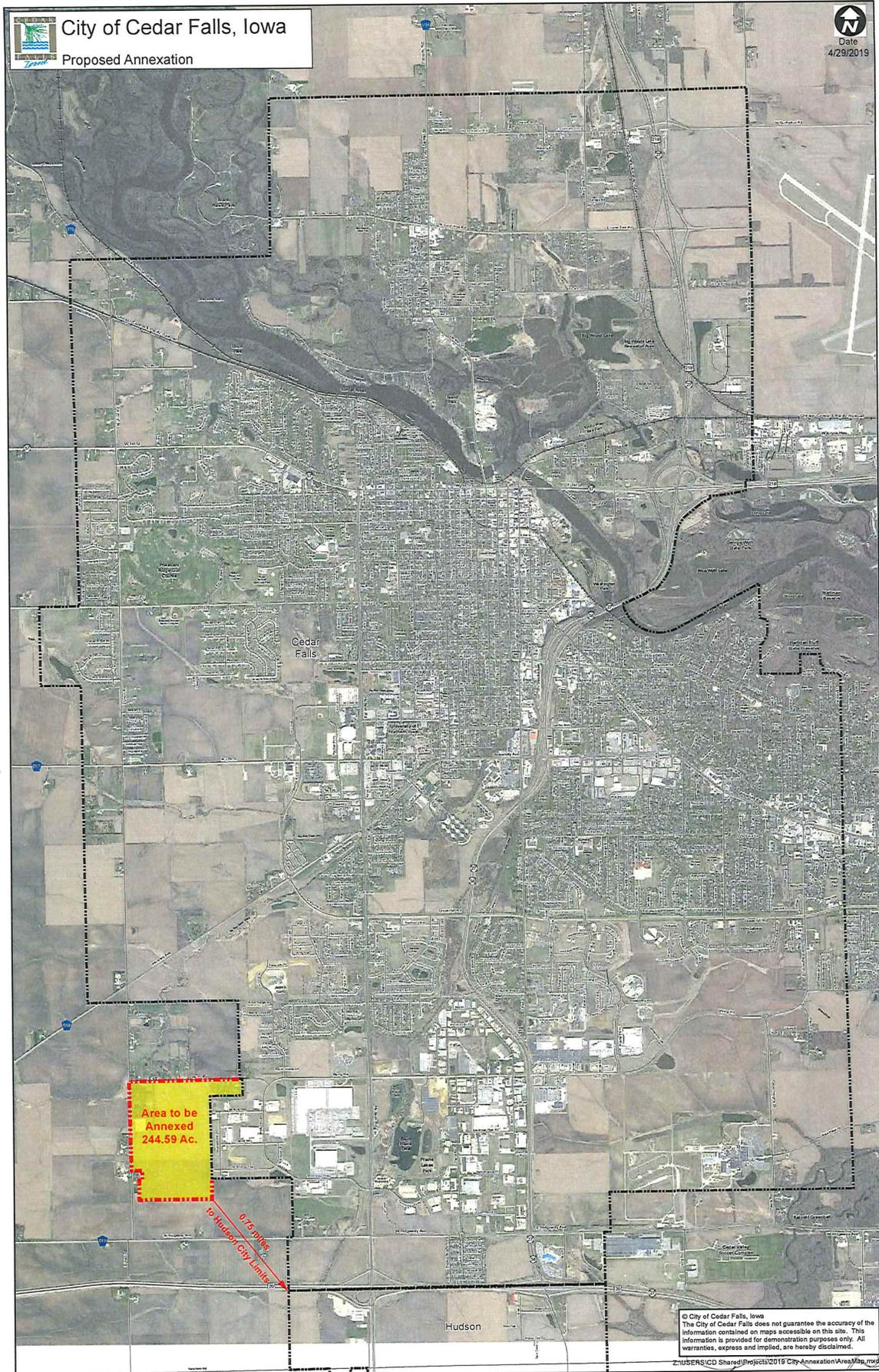


Date: 6/5/2019

1 inch = 540 feet

Annexation Property Description:

Northwest Corner and North one-half of the Southwest Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa, except the West 231 feet of the South 660 feet thereof and further except Parcel 'A' of Plat of Survey Doc. # 2017-02916.
 North 550 feet of the West 1,083 feet of the Northeast Corner Quarter of Section 34, Township 89, Range 14 West of the 5th P.M., Black Hawk County, Iowa.



AFFIDAVIT OF MAILING

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

RE: Notification of Public Hearing on Application for Voluntary Annexation to the City of Cedar Falls, Iowa

The undersigned, being first duly sworn, does depose and state that on the 29th day of July, 2019, she personally mailed to the following named entities a notification of public hearing on the application for voluntary annexation of certain real estate to the City of Cedar Falls, Iowa, a copy of which notification, with all attachments and enclosures, is attached hereto. Each such notification, with all attachments and enclosures, was mailed by certified mail, return receipt requested, each such document being mailed in a sealed envelope with proper postage thereon, addressed to the said persons or entities at their last known post office addresses, to-wit:

Black Hawk County Board of Supervisors
Mr. Tom Little, Chairperson
Black Hawk County Courthouse
316 E. 5th St, Room 201
Waterloo, IA 50703

Mr. Brian J. Williams
Black Hawk County Attorney
Black Hawk County Courthouse
316 E. 5th St, Room B-1
Waterloo, IA 50703

Hon. Mayor and Members of City Council
City of Hudson, Iowa
City Hall
525 Jefferson Street
Hudson, IA 50643

Iowa Northland Regional Council of Governments
Attn: Executive Director
229 East Park Ave.
Waterloo, IA 50703

Central Iowa Water Association
1351 Iowa Speedway Drive
Newton, IA 50208

Cedar Falls Utilities
Attn: Mr. Steve Bernard, General Manager
1 Utility Parkway
Cedar Falls, IA 50613

Black Hawk Waste Disposal Inc.
c/o Registered Agent
James L. Watts
2001 St. Andrews Cir.
Bettendorf, IA 52722

MidAmerican Energy
c/o Registered Agent
CT Corporation System
400 E. Court Ave.
Des Moines, IA 50309

CenturyLink
c/o Registered Agent
CT Corporation System
400 E. Court Ave.
Des Moines, IA 50309

Abutting Property Owners

Lorraine Andorf Joens
6512 W Ridgeway Av
Cedar Falls, Ia 50613

Alice D. Bullers
6616 Viking Rd
Cedar Falls, Ia 50613

Grace M. Davidson, Trustee
30603 Van Horn Rd
New Boston, Mi 48164

Jerome F. Gaffney
4224 Wedgewood Dr
Cedar Falls, Ia 50613

Michael A. Hager
6830 Viking Rd
Cedar Falls, Ia 50613

Larry A. Johansen
6920 Viking Rd
Cedar Falls, Ia 50613

Randall D. Lorenzen
6716 Viking Rd
Cedar Falls, Ia 50613

Troy E. Schlotman
6910 Viking Rd
Cedar Falls, Ia 50613

Matthew L. Schultes
6810 Viking Rd
Cedar Falls, Ia 50613

Robert J. Zey
6728 Viking Rd
Cedar Falls, Ia 50613

Abutting Property Owners

Hertz Farm Management , Inc.
415 S 11th St Po Box 500
Nevada, Ia 50201-0500

David W. Campbell
6314 Viking Rd
Cedar Falls, Ia 50613

Patrick J. Finnegan
2603 S Union Rd
Cedar Falls, Ia 50613

Thomas R. Greiner
2536 S Union Rd
Cedar Falls, Ia 50613

Hempfen Equipment Corp.
3303 Dallas Dr
Cedar Falls, Ia 50613

Robert W. Jones
2617 S Union Rd
Cedar Falls, Ia 50613

Stephen C. Riggs
6702 Viking Rd
Cedar Falls, Ia 50613

Scott W. Scholz
2342 S Union Rd
Cedar Falls, Ia 50613

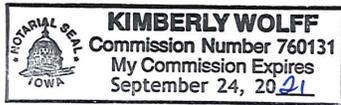
Velma Shoemaker Trust
1345 E Hanover
Springfield, Mo 65804

Dated this 29th day of July, 2019.

Gwendolyn Crawford

Gwendolyn Crawford
Legal Secretary

Subscribed and sworn to before me by the said Gwendolyn Crawford on this 29th day of July, 2019.



Kimberly Wolff

Notary Public in and for the State of Iowa
My Commission Expires: September 24, 2021

**ADMINISTRATION**

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

MEMORANDUM

TO: Honorable Mayor James P. Brown and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: August 8, 2019
SUBJECT: Strickler Properties, L.C. (L&N Transportation Services, Inc.) Economic Development Project

INTRODUCTION

For the past several months, staff has been working with Dave Strickler with Strickler Properties, L.C. (L&N Transportation Services, Inc.) toward the construction of a new 6,000 square foot building for a new office and storage facility within the West Viking Road Industrial Park. The company is currently located in downtown Cedar Falls at 209 Main Street within an existing 3,800 square foot building that they currently own. The company would like to construct and own a new building within the industrial park and move away from downtown, as it would get them closer to the businesses that they work with. This would also have a positive impact on the downtown area as well, as it could open a store front along Main Street for a use more compatible with other downtown uses. The proposed project will occur on Lot 3 of West Viking Road Industrial Park Phase II (1.25 acres total of which approximately 1.0 acre is buildable after setback and open space requirement). This new facility will have a minimum building valuation and permit valuation of \$640,000 and a total project minimum assessed valuation of \$721,675 (including land).

DESCRIPTION OF PROJECT

As noted in the Introduction, the proposed building will be constructed and owned by Strickler Properties, L.C., and will consist of a 6,000 square foot building to be located along Development Drive, on a lot located between TED Electric and the new building being constructed by ACOH, LLC. The proposed project will have a minimum building valuation of \$640,000, and a total project valuation including land of \$721,675. Strickler Properties, L.C. will commence construction this summer/fall with completion anticipated within 9-12 months.

COMPANY PROFILE

L&N Transportation Services, Inc. was established in 1991 by the founders Larry and Nancy Strickler. They started their company hauling meat products, dry goods, and

storm doors. They also hauled some government products for the first Gulf War. In 1996 they asked their son David Strickler to join their company. After training their son for two years they decided to retire and sell the company to their son David Strickler. Since 1998 David continued to grow the refrigerated freight business. The company grew from a small office in his father's home to the office on Main Street Cedar Falls. In that time he has added five full time employees and one part time employee and created Strickler Properties, L.C. to own the building in downtown Cedar Falls.

Over the years L&N Transportation Services, Inc. has grown from a small company doing about \$1.5 million in sales per year to now doing about \$12 million in sales per year. David now feels it is time to take the next step to a larger office so L&N Transportation Services, Inc. can expand their current business as well as moving to other aspects of the transportation industry. As we move towards constructing our new building in the industrial park it puts us in direct proximity to businesses outside of our current focus of refrigerated freight with benefits to both my business and the other industries located in the Cedar Falls industrial park. As we move forward the third generation of the Strickler family, Steven Strickler, is in training and going to school at UNI and is working towards being the third generation owner of L&N Transportation Services, Inc. and take it to new levels of service in the transportation industry.

ECONOMIC DEVELOPMENT INCENTIVES

Land Incentive

For the proposed Strickler Properties, L.C. project, the company would receive at no cost, Lot 3 of West Viking Road Industrial Park Phase II (1.25 acres total of which approximately 1.0 acre is buildable after setback and open space requirement) in the West Viking Road Industrial Park. The new facility will meet all applicable Deed of Dedication requirements. The proposed land incentive is consistent with other comparable economic development projects that the City has approved. No other incentives will be provided for this project.

Conclusion

As this memorandum indicates, Strickler Properties, L.C. is proposing to construct a new 6,000 square foot office/storage facility on Lot 3 of West Viking Road Industrial Park Phase II (1.25 acres total of which approximately 1.0 acre is buildable after setback and open space requirement). The proposed new construction building project will have a minimum building permit valuation of \$640,000 and a total Minimum Assessed Valuation of \$721,675 including land. Construction would commence this summer/fall with completion anticipated in approximately 9-12 months.

The Agreement for Private Development by and between the City of Cedar Falls, Iowa, and Strickler Properties, L.C. has been reviewed by Kevin Rogers, City Attorney, and is attached for your review and approval.

RECOMMENDATION

It is recommended that the City Council adopt and approve the following:

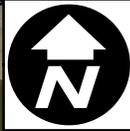
1. Resolution approving and authorizing execution of an Agreement for Private Development and a Minimum Assessment Agreement by and between the City of Cedar Falls, Iowa, and Strickler Properties, L.C., and approving and authorizing execution of a Quit Claim Deed conveying title to certain real estate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

If you have any questions regarding the proposed Strickler Properties, L.C. economic development project, please feel free to let me know.

xc: Ron Gaines, P.E., City Administrator



Strickler Properties, LC
6,000 sq. ft.
Office/Storage Facility



Project Location



Test America

Venture Way

ACOH, LLC

Development Dr

Bossard

Ashley Furniture Distribution Center

Capital Way

Hawkeye Corrugated Box

Production Dr

Technology Pl

Technology Pkwy

D. LaPorte

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

RESOLUTION NO. _____

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

WHEREAS, by Resolution No. 8196 approved and adopted on November 12, 1990 (Ordinance No. 1923), amended a first time by Resolution No. 10,224 on November 13, 1995 (Ordinance No. 2122), amended a second time by Resolution No. 13,862 on November 17, 2003 (Ordinance No. 2461), amended a third time by Resolution No. 18,377 on December 10, 2012 (Ordinance No. 2785), amended a fourth time by Resolution 19,263 on November 3, 2014, amended a fifth time by Resolution No. 19,963 on April 18, 2016, and amended a sixth time by Resolution No. 21,368 on December 17, 2018, the City Council has approved and adopted an urban renewal plan designated as the "Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan" (the "Urban Renewal Plan"); and

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

WHEREAS, the City has received a proposal from Strickler Properties, L.C. ("Developer"), in the form of a proposed Agreement for Private Development (the "Agreement") by and between the City of Cedar Falls, Iowa (the "City") and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Urban Renewal Plan as legally described in the Agreement attached hereto and incorporated herein by this reference (defined in the Agreement as the "Development Property"), consisting of the construction of an Office/Storage Facility totaling at least 6,000 square feet of finished space, together with all related site improvements, as outlined in the proposed Development Agreement; and

WHEREAS, the Agreement further proposes that the City provide certain financial incentives for the urban renewal project under the terms and following satisfaction of the conditions set forth in the Agreement, consisting of conveyance of title to the Development Property to the Developer, the Development Property being legally described as follows:

Lot 3, West Viking Road Industrial Park Phase II, City of Cedar Falls, Black Hawk County, Iowa (Contains 1.25 acres more or less).

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

WHEREAS, the Agreement further proposes that the City, the Developer and the Assessor of Black Hawk County, Iowa, enter into a Minimum Assessment Agreement (the "Minimum Assessment Agreement"), whereby the minimum actual taxable value of the improvements to be constructed thereon would be established at an amount not less than \$721,675.00 for a period through December 31, 2031; and

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

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

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

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 2019.

James P. Brown, Mayor

ATTEST:

Jacqueline Daniels, MMC, City Clerk

CERTIFICATE

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

I, Jacqueline Danielsen, MMC, City Clerk of the City of Cedar Falls, Iowa, hereby certify that the above and foregoing is a true and correct typewritten copy of Resolution No. _____ duly and legally adopted by the City Council of said City on the _____ day of _____, 2019.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the official seal of the City of Cedar Falls, Iowa this _____ day of _____, 2019.

Jacqueline Danielsen, MMC
City Clerk of Cedar Falls, Iowa

AGREEMENT FOR PRIVATE DEVELOPMENT

BY AND BETWEEN

THE CITY OF CEDAR FALLS, IOWA

AND

STRICKLER PROPERTIES, L.C.

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AGREEMENT FOR PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Agreement"), is made on or as of the ____ day of _____, 2019, by and between the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2019 (Chapter 403 hereinafter called "Urban Renewal Act"); and STRICKLER PROPERTIES, L.C., (hereinafter called the "Developer"), an Iowa limited liability company having its principal place of business at 209 Main Street, Cedar Falls, Iowa 50613.

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area ("Area" or "Urban Renewal Area") as set forth in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan, as amended ("Plan" or "Urban Renewal Plan"); and

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

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

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

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

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

ARTICLE I. DEFINITIONS

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

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

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

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

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

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

Code of Iowa means the Code of Iowa, 2019, as amended.

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

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

County means the County of Black Hawk, Iowa.

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

Developer means Strickler Properties, L.C.

Development Property means that portion of the Cedar Falls Unified Highway 58 Corridor Urban Renewal Project Plan of the City described in Exhibit A hereto.

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

Industrial Use Office/Storage Facility means the Minimum Improvements.

Minimum Improvements shall mean the construction of an Industrial Use Office/Storage Facility totaling at least 6,000 square feet of finished space, together with all related site improvements described in the Construction Plans, as outlined in Exhibit B hereto, including the land.

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

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

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

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

State means the State of Iowa.

Tax Increments means the property tax increment revenues on the Minimum Improvements and Development Property divided and made available to the City for deposit in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Tax Increment

Revenue Fund, under the provisions of Section 403.19 of the Code of Iowa and the Ordinance.

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

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

Urban Renewal Area means the area included within the boundaries of the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area, as amended.

Urban Renewal Plan means the Urban Renewal Plan approved in respect of the Cedar Falls Unified Highway 58 Urban Corridor Renewal Plan, described in the preambles hereof.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

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

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

- (d) The City has not received any notice from any State or federal official that the activities of the Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the Developer has previously been notified in writing). The City is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and the City is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.
- (e) The City will cooperate fully with the Developer in resolution of any building, traffic, parking, trash removal or public safety problems which may arise in connection with the design, construction and operation of the Minimum Improvements, including but not limited to any problems which may arise with respect to traffic at the intersections where access drives on the Development Property meet roadways or streets owned by the City.
- (f) The City would not undertake its obligations under this Agreement without the consideration being made to the City pursuant to this Agreement.
- (g) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.
- (h) The Development Property is zoned “M-1-P, Planned Industrial District”. The “M-1-P, Planned Industrial District” zoning classification permits by right the construction, equipping and operation of the Minimum Improvements.

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

- (a) The Developer is a limited liability company duly organized and validly existing under the laws of the State of Iowa, is properly authorized to conduct business in the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under the Agreement.

- (b) The Developer desires to construct an Industrial Use Office/Storage Facility ("Minimum Improvements") on the 1.25 acre Development Property, which is to be acquired by the Developer pursuant to this Agreement, and which is more particularly described in Exhibit A.
- (c) This Agreement has been duly and validly authorized, executed and delivered by the Developer and, assuming due authorization, execution and delivery by the other parties hereto, is in full force and effect and is a valid and legally binding instrument of the Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.
- (d) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, nor will they result in a violation or breach of, the terms, conditions or provisions of the certificate of organization and operating agreement, together with all amendments thereto, of the Developer or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it or its properties are bound, nor do they constitute a default under any of the foregoing.
- (e) There are no actions, suits or proceedings pending or threatened against or affecting the Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of the Developer or which in any manner raises any questions affecting the validity of the Agreement or the ability of Developer to perform its obligations under this Agreement.
- (f) The Developer will cause the Minimum Improvements to be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan and all local, State and federal laws and regulations, except for variances necessary to construct the Minimum Improvements contemplated in the Construction Plans.
- (g) The Developer will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

- (h) The construction of the Minimum Improvements will require a total investment of not less than Six Hundred Forty Thousand Dollars and no/100 Dollars (\$640,000.00), and a taxable valuation of Seven Hundred Twenty One Thousand Six Hundred and Seventy Five Dollars and no/100 Dollars (\$721,675) is reasonable for the Minimum Improvements and the land that together comprise the Development Property.
- (i) The Developer has not received any notice from any local, State or federal official that the activities of the Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). The Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and the Developer is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.
- (j) The Developer has equity funds and/or has commitments for financing in amounts sufficient to successfully complete the construction of the Minimum Improvements, in accordance with the Construction Plans contemplated by this Agreement.
- (k) The Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements, including but not limited to any problems which may arise with respect to traffic at the intersections where access drives on the Development Property meet roadways or streets owned by the City.
- (l) The Developer expects that, barring Unavoidable Delays, the Minimum Improvements will be substantially completed by the 1st day of November, 2020.
- (m) The Developer would not undertake its obligations under this Agreement without the consideration being made to the Developer pursuant to this Agreement.
- (n) All covenants, stipulations, promises, agreements and obligations of the Developer contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Developer, and not of any

member, officer, agent, servant or employee of the Developer in the individual capacity thereof.

ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements. The Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with the Construction Plans submitted to the City. The Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale of the Minimum Improvements as detailed and outlined in the Construction Plans, and shall in no event require a total investment of less than Six Hundred Forty Thousand Dollars and no/100 Dollars (\$640,000.00).

Section 3.2 Building Permit Valuation Amount. The Developer shall apply to the City for a building permit, and shall pay all necessary permit fees in connection with the construction of the Minimum Improvements on the Development Property, based upon a building permit valuation amount (hereinafter the "Building Permit Valuation Amount") of a minimum of Six Hundred Forty Thousand Dollars and no/100 Dollars (\$640,000.00), by no later than the 1st day of December, 2019.

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

Approval of the Construction Plans by the City shall not relieve the Developer of any obligation to comply with the terms and provisions of this Agreement, or the provisions of applicable federal, State and local laws, ordinances and regulations, nor shall approval of the Construction Plans by the City be deemed to constitute a waiver of any Event of Default.

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

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

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

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

ARTICLE IV. RESTRICTIONS UPON USE OF DEVELOPMENT PROPERTY

Section 4.1. Restrictions on Use. The Developer shall:

- (a) Use the Development Property for any lawful use, and devote the Development Property to, and only to and in accordance with, the uses specified in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan until the Termination Date; and
- (b) Not discriminate upon the basis of race, creed, color, sex, gender, sexual orientation, gender identity, religion, age, disability or national origin in the sale, lease, or rental or in the use or occupancy of the Development Property or any improvements erected or to be erected thereon, or any part thereof.
- (c) It is intended and agreed that the agreements and covenants provided in this Section shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City, its successors and assigns, as against every successor in interest to the Development Property, or any part thereof or any interest therein, and as against any party in possession or occupancy of the Development Property or any part thereof. It is further intended and agreed that the agreements and covenants provided in subdivisions (a) and (b) of this Section shall remain in effect only through the Termination Date.
- (d) It is intended and agreed that the City and its successors and assigns shall be deemed beneficiaries of the agreements and covenants provided in this Section, both for and in its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of the City, until the Termination Date, during which time such agreements and covenants shall be in force and effect, without regard to whether the City has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The City shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

ARTICLE V. INSURANCE AND CONDEMNATION

Section 5.1. Insurance Requirements.

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

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

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

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

- (d) Developer agrees to notify the City immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to the Developer, and Developer will forthwith repair, reconstruct and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, the Developer will apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof. The provisions of this paragraph shall apply to casualties that occur prior to the Termination Date.
- (e) The Developer shall complete the repair, reconstruction and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

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

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

ARTICLE VI. ASSESSMENT AGREEMENT AND OTHER COVENANTS

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

minimum actual taxable value as of January 1, 2021, of not less than Seven Hundred Twenty One Thousand Six Hundred Seventy Five Dollars and no/100 Dollars (\$721,675.00) (such minimum actual taxable value at the time applicable is herein referred to as the "Assessor's Minimum Actual Value"). Nothing in the Assessment Agreement shall limit the discretion of the Assessor to assign an actual taxable value to the Minimum Improvements or the land, in excess of such Assessor's Minimum Actual Value nor prohibit the Developer or its successors from seeking through the exercise of legal or administrative remedies a reduction in such actual taxable value for property tax purposes; provided, however, that the Developer or its successors shall not seek a reduction of such actual taxable value below the Assessor's Minimum Actual Value in any year so long as the Assessment Agreement shall remain in effect. The Assessment Agreement shall remain in effect until the 31st day of December, 2031 (the "Termination Date"). The Assessment Agreement shall be certified by the Assessor for the County as provided in Section 403.19 of the Code of Iowa, and shall be filed for record in the office of the County Recorder of the County, and such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property (or part thereof), whether voluntary or involuntary, and such Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, as well as any prior encumbrancer consenting thereto.

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

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

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

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

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

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

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

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

Section 6.8. Annual Certification. To assist the City in monitoring and performance of Developer hereunder, a duly authorized officer of the Developer shall annually provide to the City: (a) proof that all ad valorem taxes on the Development Property have been

paid for the prior fiscal year; and (b) certification that, to the best of such officer's knowledge during the preceding twelve (12) months, the Developer was not in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than November 1 of each year, commencing November 1, 2021, and ending on November 1, 2030, both dates inclusive.

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

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

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

Section 6.12. Relocation. Developer agrees and covenants that it shall not, absent written consent from the City, sell or lease the Minimum Improvements or Development Property to any enterprise that is relocating ("Relocating") to the City from another part of Black Hawk County or a contiguous county during the term (the "Term") of this Relocation provision (the "Relocation Provision"). "Relocating" or "Relocation" means the closure or substantial reduction of an enterprise's existing operations in one area of the State and the initiation of substantially the same operation in the same county or a

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

(i) If Developer received all or a portion of the Development Property from the City for less than the full fair market value of the Development Property (“Full Value”), then the Developer shall pay the City the difference between the Full Value of the Development Property and what the Developer actually paid the City for such property. At the request of the City (which request need not be in writing), the Full Value of the Development Property shall be established by a licensed, certified appraiser to be selected by the City. Developer shall be responsible for paying any fees or costs associated with obtaining such appraisal.

ARTICLE VII. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

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

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

particular concern to the community and the City. The Developer further recognizes that it is because of such qualifications and identity that the City is entering into this Agreement with the Developer.

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

- (a) Except only for (i) the purpose of obtaining financing necessary to enable the Developer to perform its obligations with respect to making the Minimum Improvements under this Agreement, (ii) leases to commercial tenants for all or a portion of the Minimum Improvements, and (iii) any other purpose authorized by this Agreement, the Developer (except as so authorized) has not made or created, and that the Developer will not, prior to the Termination Date, make or create, or suffer to be made or created, any total or partial sale, assignment, or conveyance, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or the Development Property, or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the City.

- (b) The City shall be entitled to require, except as otherwise provided in this Agreement, as conditions to any such approval that:
 - (1) Any proposed transferee shall have the qualifications and financial responsibility, as determined by the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer (or, in the event the transfer is of or relates to part of the Development Property, such obligations to the extent that they relate to such part).

 - (2) Any proposed transferee, by instrument in writing satisfactory to the City and in form recordable among the land records, shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Agreement and shall have agreed to be subject to all the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to part of the Development Property, such obligations, conditions, and restrictions to the extent that they relate to such part): Provided, that the fact that any

transferee of, or any other successor in interest whatsoever to, the Development Property, or any part thereof, shall, whatever the reason, not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the City) relieve or exempt such transferee or successor of or from such obligations, conditions, or restrictions, or deprive or limit the City of or with respect to any rights or remedies or controls with respect to the Development Property or the construction of the Minimum Improvements; it being the intent of this provision, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of, or change with respect to, ownership in the Development Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the City of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Development Property and the construction of the Minimum Improvements that the City would have had, had there been no such transfer or change.

- (3) Except leases to commercial tenants for all or a portion of the Minimum Improvements as provided in subsection (a)(ii) of this section, there shall be submitted to the City for review all instruments and other legal documents involved in effecting transfer; and if approved by the City, its approval shall be indicated to the Developer in writing.

Provided, further, that in the absence of specific written agreement by the City to the contrary, no such transfer or approval by the City thereof shall be deemed to relieve the Developer, or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Minimum Improvements, from any of its obligations with respect thereto.

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

successfully constructed and operated pursuant to the terms of this Agreement, will be materially impaired by the action for which approval is sought.

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

ARTICLE VIII. CONVEYANCE OF DEVELOPMENT PROPERTY; CONDITIONS

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

Section 8.2 Form of Deed. The City shall convey clear title to the Development Property to the Developer by Quit Claim Deed (hereinafter called the “Deed”). Such conveyance and title shall be subject to the conditions, covenants and restrictions contained in the Urban Renewal Plan and this Agreement, shall be subject to restrictive covenants, ordinances, and limited access provisions of record, if any, and to existing easements of record, but shall otherwise be free and clear of all other liens and encumbrances of record.

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

the sole responsibility of the Developer (at its own cost). Developer waives all claims against the City as to the condition of the Development Property.

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

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

Section 8.6 Time and Place for Closing and Delivery of Deed. The City shall deliver the Deed and possession of the Development Property to the Developer on or before the 1st day of October, 2019, or on such other date as the parties hereto may mutually agree in writing (the “Closing Date”).

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

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

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

- (a) The Developer shall be in material compliance with all the terms and provisions of this Agreement;
- (b) The Developer shall have furnished the City with evidence, in a form reasonably satisfactory to the City (such as a letter of commitment from a bank or other lending institution), that the Developer has firm commitments

for financing for the Project in an amount sufficient, together with equity commitments, to complete the Project in conformance with the Construction Plans, or the City shall have received such other evidence of the Developer’s financial ability as in the reasonable judgment of the City is required for the Project;

- (c) Execution of an Assessment Agreement by the City, the County and the Developer pursuant to Section 6.1 of this Agreement; and
- (e) Receipt of an opinion of counsel to the Developer in the form attached hereto as Exhibit E.

Section 8.10 Failure to Commence Construction of Minimum Improvements. In the event the Developer has not made substantial progress towards commencement of construction of the Minimum Improvements on the Development Property by no later than December 1, 2019, and commencement of construction does not appear imminent by no later than December 1, 2019, then Developer shall have committed an Event of Default within the meaning of Article X and Section 10.1 of this Agreement, and shall convey title to the Development Property to the City as provided in Section 10.2(d) of this Agreement by no later than March 1, 2020.

Section 8.11. Partial Property Tax Exemption. In consideration of the covenants of the City as contained in this Agreement, Developer agrees that it shall not seek from the County or from the City, any partial or other exemption from taxation of industrial property as may be provided by Sections 21-48 through 21-57 of the Cedar Falls Code of Ordinances, and/or by Chapter 427B, Code of Iowa, with respect to any portion of the Development Property, or the Minimum Improvements located on the Development Property.

ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

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

parties, Developer agrees to protect and defend the indemnified parties, now or forever, and further agrees to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from any violation of any agreement or condition of this Agreement by the Developer, including but not limited to claims for the construction, installation, ownership, and operation of the Minimum Improvements.

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

ARTICLE X. REMEDIES

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

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

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

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, any party not in default may take any one or more of the following actions after the giving of thirty (30) days' written notice to the party in default, and the holder of the Mortgage, of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and the party in default does not provide assurances reasonably satisfactory to the party giving notice that the Event of Default will be cured as soon as reasonably possible:

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

recording fees, and reasonable attorneys' fees. In the event the Developer fails to comply with the terms and conditions of this subsection (d) within the thirty (30) day period described in Section 10.2 of this Article, then the City may proceed as provided in Section 10.2(c) of this Article, to obtain a decree of specific performance against Developer for the conveyance of the Development Property to the City or, in lieu thereof, at the City's sole discretion, to obtain a judgment for monetary damages to compensate the City for the Developer's default, plus attorneys' fees and expenses as provided in Section 10.5.

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

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

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

ARTICLE XI. MISCELLANEOUS

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

performed in connection with the Project, or in any activity, or benefit therefrom, which is part of this Project at any time during or after such person's tenure.

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

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

DEVELOPER: Mr. David A. Strickler
Manager
Strickler Properties, L.C.
209 Main Street
Cedar Falls, IA 50613

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 11.15. Invalid Provisions. If any provision of this Agreement or any agreement contemplated hereby is held to be illegal, void, invalid, or unenforceable under present or future laws effective during the term of such agreement; then: (i) such provision shall be fully severable; (ii) such agreement shall be construed and enforced as if such illegal, void, invalid, or unenforceable provision had never comprised a part of such agreement; and (iii) the remaining provisions of such agreement shall remain in full force and effect and shall not be affected by the illegal, void, invalid, or unenforceable provision or by its severance from such agreement. Furthermore, in lieu of such illegal, void, invalid, or unenforceable provision there shall be added automatically as a part of such agreement a provision as similar in terms to such illegal, void, invalid, or unenforceable provision as may be legal, valid, and enforceable, whether or not such a substitute provision is specifically provided for in such agreement. Notwithstanding the foregoing, in the event any provision involving material consideration by the City for the benefit of the Developer shall be held illegal, void, invalid or unenforceable, then the Developer shall have the right to cancel this Agreement, and upon such cancellation, this Agreement, in its entirety, shall be rendered null and void; however, in that event, Developer shall proceed as described in Section 10.2(d) of this Agreement.

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

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

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

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

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

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: _____
James P. Brown, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk

Strickler Properties, L.C.,
an Iowa limited liability company

By: _____
David A. Strickler, Manager

DEVELOPER

STATE OF IOWA, COUNTY OF BLACK HAWK ss.

This record was acknowledged before me on the _____ day of _____, 2019, by James P. Brown as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for Black Hawk County, Iowa

STATE OF IOWA, COUNTY OF BLACK HAWK, ss.

This record was acknowledged before me on the _____ day of _____, 2019, by David A. Strickler, Manager, Strickler Properties, L.C., an Iowa limited liability company.

Notary Public in and for the State of Iowa

EXHIBIT A

DEVELOPMENT PROPERTY

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

Lot 3, West Viking Road Industrial Park Phase II, City of Cedar Falls, Black Hawk County, Iowa (Contains 1.25 acres more or less).

EXHIBIT B

MINIMUM IMPROVEMENTS

The Minimum Improvements shall consist of the construction of an Industrial Use Office/Storage Facility totaling at least 6,000 square feet of finished space, all as set forth in the Construction Plans and being as more particularly shown and in substantially the same configuration and scope as the Site Plans attached hereto and made a part hereof.

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

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

Schedule of Performance

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

EXHIBIT C

CERTIFICATE OF COMPLETION

WHEREAS, the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2019 (Chapter 403 hereinafter called "Urban Renewal Act"); and Strickler Properties, L.C., (hereinafter called the "Developer"), an Iowa limited liability company having its principal place of business at 209 Main Street, Cedar Falls, Iowa 50613; did on or about the _____ day of _____, 2019, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

Lot 3, West Viking Road Industrial Park Phase II, City of Cedar Falls, Black Hawk County, Iowa (Contains 1.25 acres more or less).

(the "Development Property"); and

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

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

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

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

(SEAL)

THE CITY OF CEDAR FALLS, IOWA

By: _____
James P. Brown, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk

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

This record was acknowledged before me on the _____ day of _____, 2019, by James P. Brown as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for Black Hawk County, Iowa

EXHIBIT D

MINIMUM ASSESSMENT AGREEMENT

THIS MINIMUM ASSESSMENT AGREEMENT, dated as of this _____ day of _____, 2019, by and among the CITY OF CEDAR FALLS, IOWA, (the "City"), and Strickler Properties, L.C., an Iowa limited liability company, (the "Developer"), and the COUNTY ASSESSOR for the County of Black Hawk, State of Iowa (the "Assessor").

WITNESSETH:

WHEREAS, on or before the date hereof the City and Developer have entered into an Agreement for Private Development dated as of _____, 2019 (the "Agreement") regarding certain real property located in the City legally described as:

Lot 3, West Viking Road Industrial Park Phase II, City of Cedar Falls, Black Hawk County, Iowa (Contains 1.25 acres more or less).

(the "Development Property"); and

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

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, 2019, as amended, the City and the Developer desire to establish a minimum actual taxable value for the facilities thereon to be constructed by the Developer pursuant to the Agreement (defined therein as the "Minimum Improvements"); and

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

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

1. Upon substantial completion of construction of the above-referenced Minimum Improvements by the Developer, but no later than January 1, 2021, the minimum actual taxable value which shall be fixed for assessment purposes for the Minimum Improvements to be constructed on the Development Property by the Developer and the land that together comprise the Development Property, shall be not less than Seven Hundred Twenty One Thousand Six Hundred Seventy Five Dollars and no/100 Dollars (\$721,675.00) (hereafter referred to as the "Minimum Actual Value") until termination of this Minimum Assessment Agreement. The parties hereto expect that the construction of the above-referenced Minimum Improvements will be completed on or before November 1, 2020.

Nothing herein shall be deemed to waive the Developer's rights under Iowa Code Section 403.6(19) to contest that portion of any actual taxable value assignment made by the Assessor in excess of the Minimum Actual Value established herein, or any actual taxable value assignment made by the Assessor to the Minimum Improvements or to the 1.25 acres of land, which together comprise the Development Property. In no event, however, shall the Developer seek to reduce the actual taxable value assigned below the Minimum Actual Value established herein during the term of this Agreement.

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

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

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

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

THE CITY OF CEDAR FALLS, IOWA

By: _____
James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

DEVELOPER:

Strickler Properties, L.C.
An Iowa limited liability company

By: _____
David A. Strickler, Manager

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

This record was acknowledged before me on the _____ day of _____, 2019, by James P. Brown as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for Black Hawk County, Iowa

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

This instrument was acknowledged before me on the _____ day of _____, 2019, by David A. Strickler, Manager, Strickler Properties, L.C., an Iowa limited liability company.

Notary Public in and for the State of Iowa

CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the Minimum Improvements to be constructed and the market value assigned to such Minimum Improvements, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the property described in the foregoing Minimum Assessment Agreement, upon completion of Minimum Improvements to be made on it and in accordance with the Minimum Assessment Agreement, certifies that the actual taxable value assigned to such Minimum Improvements and the 1.25 acres of land on which such Minimum Improvements are to be constructed, which together comprise the Development Property, upon completion shall not be less than \$721,675.00, until termination of this Minimum Assessment Agreement pursuant to the terms hereof.

County Assessor for Black Hawk County, Iowa

Date

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

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

Notary Public in and for the State of Iowa

Date

EXHIBIT E

FORM OF LEGAL OPINION

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

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

Gentlemen:

As counsel for Strickler Properties, L.C. (the "Developer"), and in connection with the execution and delivery of a certain Development Agreement (the "Development Agreement") between the Developer and the City of Cedar Falls, Iowa (the "City") dated as of _____, 2019, we hereby render the following opinion:

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

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

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

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

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

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

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

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

Very truly yours,

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

By: _____

Dave Mason, Jr., Attorney at Law
415 Clay Street
Cedar Falls, IA 50613

EXHIBIT F

MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2019 (Chapter 403 hereinafter called "Urban Renewal Act"); and Strickler Properties, L.C., (hereinafter called the "Developer"), an Iowa limited liability company having its principal place of business at 209 Main Street, Cedar Falls, Iowa 50613, did on or about the ____ day of _____, 2019, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement and the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan (the "Plan"), to develop certain real property located within the City and within the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan and as more particularly described as follows:

Lot 3, West Viking Road Industrial Park Phase II, City of Cedar Falls, Black Hawk County, Iowa (Contains 1.25 acres more or less).

(the "Development Property"), and

WHEREAS, the term of the Agreement commenced on the ___ day of _____, 2019, and terminates on the 31st day of December, 2031, with respect to the Development Property, unless otherwise terminated as set forth in the Agreement; and

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

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

making any claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

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

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement for Private Development on the _____ day of _____, 2019.

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: _____
James P. Brown, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk

Strickler Properties, L.C.
an Iowa limited liability company.

By: _____
David A. Strickler, Manager

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This record was acknowledged before me on the _____ day of _____, 2019, by James P. Brown as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for Black Hawk County, Iowa

STATE OF IOWA)
) ss:
COUNTY OF _____)

This record was acknowledged before me on the ____ day of _____, 2019,
by David A. Strickler, Manager, Strickler Properties, L.C., an Iowa limited liability
company.

Notary Public in and for the State of Iowa



QUIT CLAIM DEED
THE IOWA STATE BAR ASSOCIATION
Official Form No. 106
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

Kevin Rogers, 220 Clay Street, Cedar Falls, Iowa 50613
Phone: (319) 273-8600

Taxpayer Information: (Name and complete address)

Strickler Properties, L.C., 209 Main Street, Cedar Falls, IA 50613

Return Document To: (Name and complete address)

Strickler Properties, L.C., 209 Main Street, Cedar Falls, IA 50613, Attn: David Strickler

Grantors:

City of Cedar Falls, Iowa

Grantees:

Strickler Properties, L.C.

Legal description: See Page 2

Document or instrument number of previously recorded documents:

Prepared by: Shane Graham, Economic Development Coordinator, 220 Clay Street, Cedar Falls, IA 50613, (319) 273-8600

ORDINANCE NO. 2950

AN ORDINANCE ESTABLISHING A PARTIAL PROPERTY TAX EXEMPTION OF THE ACTUAL VALUE ADDED TO REAL ESTATE BY NEW CONSTRUCTION CONSISTING OF A 30,000 SQUARE FOOT INDUSTRIAL USE MANUFACTURING AND OFFICE FACILITY TO BE CONSTRUCTED ON PROPERTY OWNED BY ACOH, LLC, LOCATED AT 6601 DEVELOPMENT DRIVE, CEDAR FALLS, IOWA

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has by ordinance provided a partial exemption from property taxation of the actual value added to real estate by certain new construction, as authorized in Section 427B.1, Code of Iowa, with said exemption being provided for in Division 2, Partial Exemptions for Industrial Property, of Article II, Tax Exemptions, of Chapter 21, Taxation, of the Code of Ordinances of the City of Cedar Falls, Iowa; and

WHEREAS, ACOH, LLC, will complete and own an approximate 30,000 square foot industrial use manufacturing and office facility by December 31, 2019, to be constructed on property owned by ACOH, LLC, located at 6601 Development Drive Cedar Falls, Iowa, and legally described as:

Lots 14, 15 and 16, West Viking Road Industrial Park Phase III, City of Cedar Falls, Black Hawk County, Iowa (Contains 3.94 acres more or less),

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

WHEREAS, the City Council conducted a public hearing on the proposal for said exemption on the 5th day of August, 2019, and more than thirty (30) days have elapsed since the date of public hearing, as required by Section 427B.1, Code of Iowa; and

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

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

Section 1. The City Council of the City of Cedar Falls, Iowa, by this Ordinance hereby grants a partial exemption from property taxation of the actual value added to real

estate by new construction of an approximate 30,000 square foot industrial use manufacturing and office facility to be constructed by ACOH, LLC, on property owned by ACOH, LLC, located at 6601 Development Drive, Cedar Falls, Iowa, and legally described as:

Lots 14, 15 and 16, West Viking Road Industrial Park Phase III, City of Cedar Falls, Black Hawk County, Iowa (Contains 3.94 acres more or less),

by December 31, 2019, to the extent and upon the terms and conditions provided for in Sections 427B.1 through 427B.7 of the Code of Iowa, and Sections 21-48 through 21-57 of the Code of Ordinances of the City of Cedar Falls, Iowa. Responsibility for the proper and timely filing of an application for exemption with the Black Hawk County Assessor is that of the property owner. The amount of actual value added which is eligible to be exempt from taxation shall be as follows:

1. For the first assessment year after the Minimum Improvements are fully assessed, 75% exemption of the actual value added.
2. For the second assessment year after the Minimum Improvements are fully assessed, 60% exemption of the actual value added.
3. For the third assessment year after the Minimum Improvements are fully assessed, 45% exemption of the actual value added.
4. For the fourth assessment year after the Minimum Improvements are fully assessed, 30% exemption of the actual value added.
5. For the fifth assessment year after the Minimum Improvements are fully assessed, 15% exemption of the actual value added.

INTRODUCED: August 5, 2019

1ST CONSIDERATION: August 5, 2019

2ND CONSIDERATION: _____

3RD CONSIDERATION: _____

ADOPTED: _____

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

Prepared by: Shane Graham, Economic Development Coordinator, 220 Clay Street, Cedar Falls, IA 50613, (319) 273-8600

ORDINANCE NO. 2952

AN ORDINANCE ESTABLISHING A PARTIAL PROPERTY TAX EXEMPTION OF THE ACTUAL VALUE ADDED TO REAL ESTATE BY NEW CONSTRUCTION CONSISTING OF A 20,600 SQUARE FOOT INDUSTRIAL USE LAB AND OFFICE FACILITY TO BE CONSTRUCTED ON PROPERTY OWNED BY FN INVESTORS, LLC, LOCATED AT 3019 VENTURE WAY, CEDAR FALLS, IOWA

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has by ordinance provided a partial exemption from property taxation of the actual value added to real estate by certain new construction, as authorized in Section 427B.1, Code of Iowa, with said exemption being provided for in Division 2, Partial Exemptions for Industrial Property, of Article II, Tax Exemptions, of Chapter 21, Taxation, of the Code of Ordinances of the City of Cedar Falls, Iowa; and

WHEREAS, FN Investors, LLC, will complete and own an approximate 20,600 square foot industrial use lab and office facility by December 31, 2019, to be constructed on property owned by FN Investors, LLC, located at 3016 Venture Way Cedar Falls, Iowa, and legally described as:

Lot 12, West Viking Road Industrial Park Phase I, and Lot 7, West Viking Road Industrial Park Phase II, City of Cedar Falls, Black Hawk County, Iowa (Contains 4.6 acres more or less),

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

WHEREAS, the City Council conducted a public hearing on the proposal for said exemption on the 5th day of August, 2019, and more than thirty (30) days have elapsed since the date of public hearing, as required by Section 427B.1, Code of Iowa; and

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

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

Section 1. The City Council of the City of Cedar Falls, Iowa, by this Ordinance hereby grants a partial exemption from property taxation of the actual value added to real estate by new construction of an approximate 20,600 square foot industrial use lab and office facility to be constructed by FN Investors, LLC, on property owned by FN Investors, LLC, located at 3016 Venture Way, Cedar Falls, Iowa, legally described as:

Lot 12, West Viking Road Industrial Park Phase I, and Lot 7, West Viking Road Industrial Park Phase II, City of Cedar Falls, Black Hawk County, Iowa (Contains 4.6 acres more or less),

by December 31, 2019, to the extent and upon the terms and conditions provided for in Sections 427B.1 through 427B.7 of the Code of Iowa, and Sections 21-48 through 21-57 of the Code of Ordinances of the City of Cedar Falls, Iowa. Responsibility for the proper and timely filing of an application for exemption with the Black Hawk County Assessor is that of the property owner. The amount of actual value added which is eligible to be exempt from taxation shall be as follows:

1. For the first assessment year after the Minimum Improvements are fully assessed, 75% exemption of the actual value added.
2. For the second assessment year after the Minimum Improvements are fully assessed, 60% exemption of the actual value added.
3. For the third assessment year after the Minimum Improvements are fully assessed, 45% exemption of the actual value added.
4. For the fourth assessment year after the Minimum Improvements are fully assessed, 30% exemption of the actual value added.
5. For the fifth assessment year after the Minimum Improvements are fully assessed, 15% exemption of the actual value added.

INTRODUCED: August 5, 2019

1ST CONSIDERATION: August 5, 2019

2ND CONSIDERATION: _____

3RD CONSIDERATION: _____

ADOPTED: _____

ATTEST:

James P. Brown, Mayor

Jacqueline Danielsen, MMC, City Clerk

ORDINANCE NO. 2953

AN ORDINANCE AMENDING ORDINANCE NO. 1923, 2122, 2461, 2696, 2785, AND 2923, PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE AMENDED CEDAR FALLS UNIFIED HIGHWAY 58 CORRIDOR 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, DIKE-NEW HARTFORD 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 AMENDED CEDAR FALLS UNIFIED HIGHWAY 58 CORRIDOR URBAN RENEWAL AREA (**AMENDMENT NO. 5 TO THE CEDAR FALLS UNIFIED HIGHWAY 58 CORRIDOR URBAN RENEWAL PLAN**)

WHEREAS, the City Council of the City of Cedar Falls, State of Iowa, has heretofore, in Ordinance No. 1923, 2122, 2461, 2696, 2785, and 2923, provided for the division of taxes within the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area ("Area" or "Urban Renewal Area"), pursuant to Section 403.19 of the Code of Iowa; and

WHEREAS, taxable property now has been added to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area through the adoption of Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan; and

WHEREAS, indebtedness has been incurred by the City, and additional indebtedness is anticipated to be incurred in the future, to finance urban renewal project activities within the amended Cedar Falls Unified Highway 58 Corridor Urban Renewal Area, and the continuing needs of redevelopment within the amended Cedar Falls Unified Highway 58 Corridor Urban Renewal Area are such as to require the continued application of the incremental tax resources of the amended Cedar Falls Unified Highway 58 Corridor Urban Renewal Area; and

WHEREAS, the following enactment is necessary to accomplish the objectives described in the premises.

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

Ordinance Number(s) 1923, 2122, 2461, 2696, 2785, and 2923 are hereby amended to read as follows:

Section 1. For purposes of this Ordinance, the following terms shall have the following meanings:

a) Industrial Park Urban Renewal Area means that portion of the City of Cedar Falls, State of Iowa, described in the Urban Renewal Plan for the Cedar Falls Industrial Park Urban Renewal Area approved by Resolution No. 8196 on the 12th day of November, 1990, which Area includes the lots and parcels located within the area legally described as follows:

Beginning at the intersection of the West right-of-way line of the proposed Relocated Highway #58 and the east-west centerline of Section 36 Township 89 North Range 14 West of the 5th Principal Meridian, Cedar Falls, Iowa. Thence Northerly along said West right-of-way line to the South line of Eldorado Heights 3rd Addition to said City of Cedar Falls; thence Westerly along said South line extended to the West line of Section 25 T89N R14W; thence Southerly to the East 1/4 corner of Section 26 T89N R14W; thence Southwesterly to the Southeast corner of Viking Hills 2nd Addition; thence South to the SW corner of the SE 1/4 of the SE 1/4 of Section 26 T89N R14W; thence Easterly on the South line of said section 26 to a point 630 feet West of the Southeast corner of said Section 26; thence Southerly parallel with the east line of Section 35 T89N R14W a distance of 700 feet; thence Easterly parallel with the North line of said Section 35 a distance of 310 feet; thence Southerly to a point 350 feet South and 310 feet West of the Southwest corner of the Industrial Park Plat; thence Easterly to the West line of Section 36; thence Southerly to the West 1/4 corner of said Section 36; thence Easterly to the point of beginning. Except, the creek running along the west boundary and all lands lying west of said creek.

b) Expanded Industrial Park Urban Renewal Area Amendment No. 1 (1995) means that portion of the City of Cedar Falls, State of Iowa, described in the Urban Renewal Plan for the Cedar Falls Expanded Industrial Park Urban Renewal Area Amendment No. 1 (1995) approved by Resolution No. 10,224 on the 13th day of November, 1995, which Area includes the lots and parcels located within the area legally described as follows:

All of Sections 35 and 36, Township 89 North, Range 14 West of the Fifth P.M. and that part of Sections 2 and 3, Township 88 North, Range 14 West of the Fifth P.M. lying North of U.S. Highway No. 20.

And also that part of the West 2 of Section 25, Township 89 North, Range 14 West of the Fifth P.M. lying West of Iowa Highway No. 58.

And also that part of the East 2 of the southeast 1/4 of Section 26, Township 89 North, Range 14 West of the Fifth P.M. described as beginning at the East 1/4 corner of said Section 26; thence Southwest to the Southeast corner of Viking Hills 2nd Addition; thence South to the Southwest corner of the Southeast 1/4 of

the Southeast 1/4 of said Section 26; thence East to the Southeast corner of said Section 26; thence North to the point of beginning.

Except that portion described as follows:

Beginning at the intersection of the West right-of-way line of the proposed Relocated Highway #58 and the east-west centerline of Section 36 Township 89 North Range 14 West of the 5th Principal Meridian, Cedar Falls, Iowa. Thence Northerly along said West right-of-way line to the South line of Eldorado Heights 3rd Addition to said City of Cedar Falls; thence Westerly along said South line extended to the West line of Section 25 T89N R14W; thence Southerly to the East 1/4 corner of Section 26 T89N R14W; thence Southwesterly to the Southeast corner of Viking Hills 2nd Addition; thence South to the SW corner of the SE 1/4 of the SE 1/4 of Section 26 T89N R14W; thence Easterly on the South line of said Section 26 to a point 630 feet West of the Southeast corner of said Section 26; thence Southerly parallel with the east line of Section 35 T89N R14W a distance of 700 feet; thence Easterly parallel with the North line of said Section 35 a distance of 310 feet; thence Southerly to a point 350 feet South and 310 feet West of the Southwest corner of the Industrial Park Plat; thence Easterly to the West line of Section 36; thence Southerly to the West 1/4 corner of said Section 36; thence Easterly to the point of beginning. Except, the creek running along the west boundary and all lands lying west of said creek.

c) Industrial Park Urban Renewal Area Amendment No. 2 (2003) means that portion of the City of Cedar Falls, State of Iowa, described in the Urban Renewal Plan for the Cedar Falls Industrial Park Urban Renewal Area Amendment No. 2 (2003) approved by Resolution No. 13862 on the 17th day of November, 2003, which Area includes the lots and parcels located within the area legally described as follows:

The Northeast Quarter (NE1/4) and the North One-half (N1/2) of the North One-half (N1/2) of the Southeast Quarter (SE1/4) of Section Thirty-four (34), Township Eighty-nine (89) North, Range Fourteen (14) West of the 5th P.M., Black Hawk County, Iowa, except the following described parcels:

Parcel 1: The East Eight Hundred Forty-three (843) feet of the West One Thousand Eighty-three (1,083) feet of the North Five Hundred Fifty (550) feet of the Northeast Quarter (NE1/4) of Section Thirty-four (34), Township Eighty-nine (89) North, Range Fourteen (14) West of the 5th P.M., Black Hawk County, Iowa;

Parcel 2: The West Two Hundred Forty (240) feet of the North Five Hundred Fifty (550) feet of the Northeast Quarter (NE1/4) of Section Thirty-four (34), Township Eighty-nine (89) North, Range Fourteen (14) West of the 5th P.M. Black Hawk County, Iowa; and

Parcel 3: Commencing at the Northeast corner of the said Section 34; thence South 00 degrees 39 minutes 19 seconds East, on the East line of the Northeast Quarter of Section 34, 70.00 feet, to the point of beginning; thence continuing South 00 degrees 39 minutes 19 seconds East on the East line of the Northeast Quarter of said Section 34, 1,888.00 feet; thence South 89 degrees 19 minutes 13 seconds West, 85.00 feet; thence North 00 degrees 39 minutes 19 seconds West, 1,888.00 feet, to the present South right-of-way line of Viking Road; thence North 89 degrees 19 minutes 13 seconds East, on the present South right-of-way line of Viking Road, 85.00 feet, to the point of beginning. The East line of the Northeast Quarter of said Section 34 is assumed to bear South 00 degrees 39 minutes 19 seconds East for the purpose of this description, and

A parcel of land located in the Northeast 1/4 of the Northeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 34, Township 89 North, Range 14 West of the Fifth Principal Meridian, Black Hawk County, Iowa, more particularly described as follows:

Commencing at the Northeast corner of said Section 34; thence South 00°39'19" East on the East line of the Northeast 1/4 of said Section 34 a distance of 70.00 feet to the point of beginning of the parcel herein described; thence continuing South 00°39'19" East on the East line of the Northeast 1/4 of said Section 34 a distance of 1,888.00 feet; thence South 89°19'13" West a distance of 85.00 feet; thence North 00°39'19" West a distance of 1,888.00 feet to the present South right-of-way line of Viking Road; thence North 89°19'13" East on the present South right-of-way line of Viking Road a distance of 85.00 feet to the point of beginning; containing 3.68 acres.

Basis of Bearings: The East line of the Northeast 1/4 of said Section 34 is assumed to bear South 00°39'19" East for the purpose of this description.

A parcel of land located in the Northeast 1/4 of the Northeast 1/4 of Section 34, Township 89 North, Range 14 West of the Fifth Principal Meridian, Black Hawk County, Iowa, more particularly described as follows:

Beginning at the Northeast corner of said Section 34; thence South 00°39'19" East on the East line of the Northeast 1/4 of said Section 34 a distance of 70.00 feet; thence South 89°19'13" West a distance of 85.00 feet; thence North 80°54'49" West a distance of 218.13 feet to the present South right-of-way line of Viking Road; thence North 00°40'47" West a distance of 33.00 feet to the North line of the Northeast 1/4 of said Section 34; thence North 89°19'13" East on the North line of the Northeast 1/4 of said Section 34 a distance of 300.00 feet to the point of beginning; containing 0.39 acre, of which 0.23 acre is within existing road right-of-way.

Basis of Bearings: The East line of the Northeast 1/4 of said Section 34 is assumed to bear South 00°39'19" East for the purpose of this description.

d) Northern Cedar Falls Industrial Park Urban Renewal Area (2009) means that portion of the City of Cedar Falls, State of Iowa, described in the Urban Renewal Plan for the Northern Cedar Falls Industrial Park Urban Renewal Area (2009) approved by Resolution No. 16,631 on the 28th day of September, 2009, which Area includes the lots and parcels located within the area legally described as follows:

That part of Section 6 and Section 7, Township 89 North, Range 13 West and that part of Section 31, Township 90 North, Range 13 West of the Fifth P.M. in the City of Cedar Falls, Black Hawk County, Iowa described as beginning at the Northeast corner of the Southeast Quarter of said Section 31; thence Southerly along the East line of said Southeast Quarter to the Southeast corner of said Southeast Quarter; thence continue Southerly along the East line of said Section 6 to the Southeast corner of said Section 6; thence continue Southerly along the East line of said Section 7 to the South Right-of-way line of Lincoln Street; thence Westerly along said South Right-of-way line to the Easterly Right-of-way line of U.S. Highway 218; thence Northerly along said Easterly Right-of-way line to the Easterly Right-of-way line of U.S. Highway 218; thence Northerly along said Easterly Right-of-way line to the North line of the Southeast Quarter of said Section 31; Thence Easterly along said North line to the point of beginning.

e) Amendment No. 1 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area means that portion of the City of Cedar Falls, State of Iowa, described in Amendment No. 1 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan approved by Resolution No. 18,377 on the 10th day of December, 2012, which Amendment No. 1 Area includes the lots and parcels located within the area legally described as follows:

South of the present North Right-of-way line U.S. Highway 20, described as follows:

All that part of the Northwest fractional 1/4 and the Northeast fractional 1/4 of Section 3, Township 88 North, Range 14 West of the 5th Principal Meridian lying South of the present North Right-of-way line of US Highway 20 and all that part of the Northwest fractional 1/4 and the Northeast fractional 1/4 of Section 2, Township 88 North, Range 14 West of the 5th Principal Meridian lying south of the present North Right-of-way line of US Highway 20, all in the City of Cedar Falls, County of Black Hawk, State of Iowa.

And also,

North of the centerline of Viking Road, described as follows:

A parcel of land situated in part of the Southeast 1/4 of Section 25, Township 89 North, Range 14 West of the 5th Principal Meridian, City of Cedar Falls, County of Black Hawk, State of Iowa, described as follows:

Beginning at the Southeast corner of said Section 25; Thence Northerly on the East line of said Section 25, to the present North Right-of-way line of East Viking

Road; Thence Westerly on the present North Right-of-way line of East Viking Road to the East line of GENCOM Addition, an official plat in the City of Cedar Falls, Iowa; Thence Southerly on said East line and the Southerly prolongation of said East line to the South line of said Section 25; Thence Easterly on said South line to the point of beginning.

And also,

North of the centerline of Viking Road, described as follows:

A parcel of land situated in part of the Southwest 1/4 of the Southeast 1/4 of Section 26, Township 89 North, Range 14 West of the 5th Principal Meridian, City of Cedar Falls, County of Black Hawk, State of Iowa, described as follows:

Beginning at the Southeast corner of the Southwest 1/4 of the Southeast 1/4 of said Section 26; Thence Northerly on the East line of the Southwest 1/4 of the Southeast 1/4 of said Section 26 to the present North Right-of-way line of West Viking Road; Thence Westerly on the present North Right-of-way line of West Viking Road to the present East Right-of-way line of Hudson Road; Thence South on a line that is normal to the South line of said Section 26, Township 89 North, Range 14 West of the 5th P.M., to the South line of said Section 26; Thence Easterly on said South line to the point of Beginning.

And also,

Northeast 1/4 of Section 26, Township 89 North, Range 14 West of the 5th P.M., described as follows:

A parcel of land situated in part of the Northeast 1/4 of Section 26, Township 89 North, Range 14 West of the 5th P.M., City of Cedar Falls, County of Black Hawk, State of Iowa, described as follows:

Beginning at the Southeast Corner of the Northeast 1/4 of said Section 26, Thence Westerly on the South line of the Northeast 1/4 of said Section 26, a distance of 270.00 feet; Thence northerly to the Southeast corner of Greenhill Village Fourth Addition, an official plat in the City of Cedar Falls, Iowa; Thence Northeasterly on the Easterly line of said Greenhill Village Fourth Addition to the Southeasterly corner of Greenhill Village Sixth Addition, an official plat in the City of Cedar Falls, Iowa; Thence Northeasterly on the Easterly line of said Greenhill Village Sixth Addition to the East line of the Northeast 1/4 of said Section 26; Thence Southerly on said East line to the point of beginning.

And also,

From Viking Road to the North line of Sections 25 Township 89 North, Range 14 West of the 5th P.M. (Greenhill Road), described as follows:

A parcel of land situated in part of Section 25, Township 89 North, Range 14 West of the 5th Principal Meridian, City of Cedar Falls, County of Black Hawk, State of Iowa, described as follows:

Commencing at the Southeast corner of said Section 25; Thence westerly on the South line of said Section 25, a distance of 1878.5 feet to the point of beginning of the parcel of land herein described; Thence Northerly on a line that is normal to the South line of said Section 25, to the present North Right-of-way line of East Viking Road; Thence Westerly on the present North Right-of-way line of East Viking Road to the Southwest corner of Blain's Corner, an official plat in the City of Cedar Falls, Iowa (the Southwest of Blain's Corner is on the present North Right-of-way line of East Viking Road); Thence Northerly and Northwesterly and Northerly on the West line of said Blain's Corner to the Northwest corner of said Blain's Corner; Thence Westerly on the Westerly prolongation of the North line of said Blain's Corner and the North line of Cedar Falls Industrial Park Phase III, an official plat in the City of Cedar Falls, Iowa, to the present Easterly Right-of-way line of Iowa Highway 58; Thence Northwesterly and Northerly and Northeasterly on the present Easterly Right-of-way line of Iowa Highway 58, to the present South Right-of-way line of Greenhill Road; Thence Easterly on the present South Right-of-way line of Greenhill Road to the Northwesterly Right-of-way line of the former Chicago, Great Western Railway Company property; Thence Northeasterly on said Northwesterly Right-of-way line to the North line of the Northwest 1/4 of said Section 25, Township 89 North, Range 14 West of the 5th P.M.; Thence Westerly on said North line to the present Westerly Right-of-way line of Iowa Highway 58; Thence Southerly and Southeasterly and Southerly on the present Westerly Right-of-way line of Iowa Highway 58 to the South line of said Section 25; thence Easterly on the South line of said Section 25 to the point of beginning.

And also,

From the North line of Section 25, Township 89 North, Range 14 West of the 5th P.M. (Greenhill Road) to the North line of Section 24, Township 89 North, Range 14 West of the 5th P.M. (University Avenue), described as follows:

Beginning at the intersection of the Northwesterly Right-of-way line of the former Chicago, Great Western Railway Company property and the North line of the Northwest 1/4 of Section 25, Township 89 North, Range 14 West of the 5th P.M.; Thence Westerly on said North line to the Northeast corner of Section 26, Township 89 North, Range 14 West of the 5th P.M.; Thence Westerly on the North line of the Northeast 1/4 of said Section 26 to the Southerly prolongation of the West line of the East 40 acres of the East 1/2 of the Southeast 1/4 of Section 23, Township 89 North, Range 14 West of the 5th P.M.; Thence Northerly on said West line to the present North Right-of-way line of Greenhill Road; Thence Easterly on the present North Right-of-way line of Greenhill Road to the present

Westerly Right-of-way line of Iowa Highway 58; Thence Northeasterly on the present Westerly Right-of-way line of Iowa Highway 58 to the North line of the Northeast 1/4 of Section 24, Township 89 North, Range 14 West of the 5th P.M.; Thence Easterly on said North line to the present Easterly Right-of-way line of Iowa Highway 58; Thence Southwesterly on the present Easterly Right-of-way line of Iowa Highway 58 to the present North Right-of-way line of Greenhill Road; Thence Easterly on the present North Right-of-way line of Greenhill Road to the Northwesterly Right-of-way line of the former Chicago, Great Western Railway Company property; Thence Southwesterly on the Northwesterly Right-of-way line of the former Chicago, Great Western Railway Company property to the point of beginning; all in the City of Cedar Falls, County of Black Hawk, State of Iowa.

And also,

From the North line of Section 24, Township 89 North, Range 14 West of the 5th P.M. (University Avenue) to the Southwesterly Right-of-way line of the Iowa Northern Railway, described as follows:

Beginning at the intersection of the North line of the Northeast 1/4 of Section 24, Township 89 North, Range 14 West of the 5th P.M. and the Southerly prolongation of a line that is 100.00 feet West of and parallel with the West line of Lot 45 in Fairvalley Addition, an official plat in the City of Cedar Falls, Iowa; Thence Northerly on the Southerly prolongation of said parallel line and said parallel line to the present North Right-of-way line of University Avenue; Thence Easterly on the North Right-of-way line of University Avenue to the present Westerly Right-of-way line of Iowa Highway 58; Thence Northerly on the Westerly Right-of-way line of Iowa Highway 58 to the present South Right-of-way line of East Seerley Boulevard; Thence Westerly on the present South Right-of-way line of East Seerley Boulevard to the Northerly prolongation of the West line of Lot 46 in said Fairvalley Addition; Thence Northerly on the Northerly prolongation of the West line of Lot 46 in said Fairvalley Addition to the present North Right-of-way line of East Seerley Boulevard; Thence Westerly on the present North Right-of-way line of east Seerley Boulevard to the present East Right-of-way line of Main Street; Thence Northerly on the present East Right-of-way line of Main Street to the present South Right-of-way line of East 22nd Street; Thence Easterly on the present South Right-of-way line of East 22nd Street and its Easterly prolongation to the present Westerly Right-of-way line of Iowa Highway 58; Thence Northerly on the present Westerly Right-of-way line of Iowa Highway 58 to the East line of Taylor 2nd Addition, an official plat in the City of Cedar Falls, Iowa; Thence Northerly on said East line to the South line of Block 16 in said Taylor 2nd Addition; Thence Westerly on said South line to the East line of the West 1/2 of said Block 16; Thence Northerly on said East line to the present South Right-of-way line of East 17th Street; Thence Westerly on the present South Right-of-way line of East 17th Street to the present East Right-of-way line of State Street; Thence Northerly on the present East Right-of-way line

of State Street to the present South Right-of-way line of East 15th Street; Thence Easterly on the present South Right-of-way line of East 15th Street to the present East Right-of-way line of Bluff Street; Thence Northerly on the present East Right-of-way line of Bluff Street to the present South Right-of-way line of East 14th Court; Thence Easterly on the present South Right-of-way line of East 14th Court to the West line of Behrens' Addition, an official plat in the City of Cedar Falls, Iowa; Thence Southerly on said West line to the South line of said Behrens' Addition; Thence Easterly on the South line of said Behrens' Addition, 34.50 feet to the Southwesterly corner of the parcel of land described in City Lot Deed Book 619, Page 476 and recorded in the Black Hawk County Recorder's Office; Thence Northeasterly on the Northwesterly line of the parcel of land described in City Lot Deed Book 619, Page 476 and recorded in the Black Hawk County Recorder's Office and its Northeasterly prolongation to the present Northeasterly Right-of-way line of Waterloo Road; Thence Northwesterly on the present Northeasterly Right-of-way line of Waterloo Road to the present Southeasterly Right-of-way line of Utility Parkway; Thence Northeasterly on the present Southeasterly Right-of-way line of Utility Parkway to the point of intersection of the present Southeasterly Right-of-way line of Utility Parkway and the Southerly prolongation of the West line of Lot 6 of Block 6 in T. Mullarky's Addition (part vacated), an official plat in the City of Cedar Falls, Iowa; Thence Northerly on the Southerly prolongation of the West line of said Lot 6 to the Southwesterly corner of said Lot 6; Thence Easterly on the South line of said Lot 6 to the Easterly Right-of-way line of the Wisconsin Iowa and Nebraska Railroad Company (later the Chicago, Great Western Railway Company now the Northwestern Transportation Company); Thence Northerly on the Easterly Right-of-way line of the former Wisconsin Iowa and Nebraska Railroad Company (later the Chicago, Great Western Railway Company now the former Northwestern Transportation Company) to the present South Right-of-way line of East 9th Street; Thence Easterly on the present South Right-of-way line of East 9th Street to the present Southwesterly Right-of-way line of the Iowa Northern Railway Company's property; Thence Southeasterly on the present Southwesterly Right-of-way line of the Iowa Northern Railway Company's property to the present Southeasterly Right-of-way line of Iowa Highway 58; Thence Southwesterly on the present Southeasterly Right-of-way line of Iowa Highway 58 to the present North Right-of-way line of Grand Boulevard; Thence Westerly on the present North Right-of-way line of Grand Boulevard to the Northerly prolongation of the present West Right-of-way line of East Street; Thence Southerly on the Northerly prolongation of the present West Right-of-way line of East Street and the West Right-of-way line of East Street to the Southeasterly Right-of-way line of Iowa Highway 58; Thence Southwesterly on the present Southeasterly Right-of-way line of Iowa Highway 58 to the present Northeasterly Right-of-way line of Waterloo Road; Thence continuing Southwesterly on the present Southeasterly Right-of-way line of Iowa Highway 58 to the North line of Lot 534 in Pacific Addition, an official plat in the City of Cedar Falls, Iowa; Thence Westerly on said North line to a point that is 85.00 feet Easterly of the Northwest corner of said Lot 534; Thence Southerly to a point that is on the North line of Lot 2 in Block 2 of Bixby's

Subdivision, an official plat in the City of Cedar Falls, Iowa, and 85.53 feet (85.00 feet record) Easterly of the Northwest corner of said Lot 2; Thence Easterly on the North line of Lots 2 and 1 in said Block 2 of Bixby's Subdivision to the present Southwesterly Right-of-way line of Waterloo Road; Thence Southeasterly on the present Southwesterly Right-of-way line of Waterloo Road to the present West Right-of-way line of East Street; Thence Southerly on the present West Right-of-way line of East Street to the present Northerly Right-of-way line of 18th Street; Thence continuing Southerly on the present West Right-of-way line of East Street to the present South Right-of-way line of East 19th Street; Thence Westerly on the present South Right-of-way line of East 19th Street to a line that is 12.50 feet West of and parallel with the East line of Lots 550, 551, 552 and 553 of said Pacific Addition; Thence Southerly on said parallel line to the South line of the North 58.00 feet of Lot 551 of said Pacific Addition; Thence Westerly on said South line to the East line of Lot 526 of said Pacific Addition; Thence Southerly on the East line of Lots 526 and 525 to the South line of said Pacific Addition, also being the North line of the Southeast 1/4 of Section 13, Township 89 North, Range 14 West of the 5th P.M.; Thence Westerly on the South line of said Pacific Addition and the North line of Southeast 1/4 of said Section 13 and the North line of Galloway Addition, an official plat in the City of Cedar Falls, Iowa, to the present Easterly Right-of-way line of Iowa Highway 58; Thence Southerly on the Easterly Right-of-way line of Iowa Highway 58 to the Westerly line of Lot 4 of said Fairvalley Addition; Thence continuing Southerly on the present Easterly Right-of-way line of Iowa Highway 58, also being the Westerly line of Lot 4 of said Fairvalley Addition, to the present North Right-of-way line of Seerley Boulevard; Thence Southerly to the Northeast corner of Lot 41 of said Fairvalley Addition, being on the present South Right-of-way line of Seerley Boulevard; Thence Westerly, 44.45 feet on the present South Right-of-way line of Seerley Boulevard, also being the North line of Lot 41 of said Fairvalley Addition to the present Easterly Right-of-way line of Iowa Highway 58; Thence Southerly on the present Easterly Right-of-way line of Iowa Highway 58 to the North line of the Northeast 1/4 of Section 24, Township 89 North, Range 14 West of the 5th P.M.; Thence Westerly on said North line to the point of beginning; all in the City of Cedar Falls, County of Black Hawk, State of Iowa.

And also,

From the Iowa Northern Railway in Section 18, Township 89 North, Range 13 West of the 5th P.M. to Lincoln Street, described as follows:

Beginning at the intersection of the present Southwesterly Right-of-way line of the Iowa Northern Railway Company's property in the Northwest 1/4 of Section 18, Township 89 North, Range 13 West of the 5th P.M. and the present Northwesterly Right-of-way line of Iowa Highway 58; Thence Northeasterly and Northwesterly and Northeasterly on the present Northwesterly Right-of-way line of Iowa Highway 58 and the present Northwesterly Right-of-way line of U.S. Highway 218 to the present North Right-of-way line of Lincoln Street; Thence

Easterly on the present North Right-of-way line of Lincoln Street to the Easterly Right-of-way line of U.S. Highway 218; Thence South on the present Right-of-way line of U.S. Highway 218 to the present South Right-of-way line of Lincoln Street, also being the Northwest corner of Maplewood Addition, an official plat in the City of Cedar Falls, Iowa; Thence Southerly on the West line of said Maplewood Addition and its Southerly prolongation to the South line of the Northwest 1/4 of the Northeast 1/4 of Section 7, Township 89 North, Range 13 West; Thence Easterly on said South line to the present Easterly Right-of-way line of U.S. Highway 218; Thence Southeasterly on the present Easterly Right-of-way line of U.S. Highway 218 to the present Easterly city limits of the City of Cedar Falls, Iowa; Thence Southerly on the present Easterly city limits of the City of Cedar Falls, Iowa, to the present South Right-of-way line of U.S. Highway 218; Thence Southwesterly on present South Right-of-way line of U.S. Highway 218 and the present Southeasterly Right-of-way line of Iowa Highway 58, also being the present Easterly city limits of the City of Cedar Falls, Iowa, to the center of the Cedar River; Thence Southwesterly on the present Southeasterly Right-of-way line of Iowa Highway 58 to the present Southwesterly Right-of-way line of the Iowa Northern Railway Company's property in the Northwest 1/4 of Section 18, Township 89 North, Range 13 West of the 5th P.M. Thence Northwesterly on the present Southwesterly Right-of-way line of the Iowa Northern Railway Company's property in the Northwest 1/4 of Section 18, Township 89 North, Range 13 West of the 5th P.M. to the point of beginning, all in the City of Cedar Falls, County of Black Hawk, State of Iowa.

f) Amendment No. 2 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area did not add or remove land.

g) Amendment No. 3 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area did not add or remove land.

h) Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area means that portion of the City of Cedar Falls, State of Iowa, described in Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan approved by Resolution No. 21,079 on the 7th day of May, 2018, which Amendment No. 4 Area removed the lots and parcels located within the area legally described as follows:

That part of Section 35, Township 89 North, Range 14 West of the 5th Principal Meridian, described as follows:

- Commencing at the Northwest corner of said Section 35;
- thence along the West line of said Section 35 South to the Southerly right of way line of Viking Road, being the Point of Beginning;
- thence along said Southerly right of way to the Northwest corner of Parcel D described in Plat of Survey recorded in File 2018-00009903 in the Office of the Black Hawk County Recorder;
- thence along the Westerly line of said Parcel D South to the South line of the North 700 feet of said Section 35;

thence along said Westerly line of said Parcel D and along said South line of the North 700 feet East to the West line of the East 320 feet of the Northwest Quarter of the Northwest Quarter of said Section 35;

thence along the Westerly line of said Parcel D and along said West line of the East 320 feet of the Northwest Quarter of the Northwest Quarter South to the Northwest corner of Cedar Falls Industrial Park Phase 9;

thence along the West line of said Cedar Falls Industrial Park Phase 9 South to the Northwest corner of Cedar Falls Industrial Park Phase 13;

thence along the West line of said Cedar Falls Industrial Park Phase 13 South to the Northwest corner of Lot 4 in Cedar Falls Technology Park Phase 1;

thence along the West line of said Lot 4 South to the Northerly right of way line of Technology Parkway;

thence along said Northerly right of way line Westerly to the West line of said Section 35;

thence along said West line North to the Point of Beginning;

and also,

That part of Section 36, Township 89 North, Range 14 West of the 5th Principal Meridian and that part of Section 2, Township 88 North, Range 14 West of the 5th Principal Meridian, described as follows:

Commencing at the Northeast corner of said Section 36;

thence along the East line of said Section 36 South to the Northerly right of way line of Viking Road, being the Point of Beginning;

thence along the East line of said Section 36 South to the Southeast corner of said Section 36;

thence along the South line of said Section 36 West to the Northeast corner of said Section 2;

thence along the East line of said Section 2 South to the Northerly right of way line of U.S. Highway 20;

thence along said Northerly right of way line Westerly to the Easterly right of way line of Iowa Highway 58;

thence along said Easterly right of way line Northerly to the Southerly right of way line of Ridgeway Avenue;

thence Northerly to the Southwest corner of Parcel No. 1 as described in Land Deed Book 563 Page 674 in the Office of the Black Hawk County Recorder, point being on the Southerly right of way line of Ridgeway Avenue;

thence along the Westerly line of said Parcel No. 1 Northerly to the Southeast corner of Parcel No. 3 as described in in Land Deed Book 559 Page 446 in the Office of the Black Hawk County Recorder;

thence along the Easterly line of said Parcel No. 3 Northerly to the Southeasterly corner of Tract B as described in Land Deed Book 558 Page 715 in the Office of the Black Hawk County Recorder;

thence along the Easterly line of said Parcel B Northerly to the South line of Tract A as described in said Land Deed Book 558 Page 715;

thence along said South line East to the Southeast corner of said Tract A;

thence along the East line of said Tract A North to the Southeast corner of a parcel of land described in Land Deed Book 559 Page 532 in the Office of the Black Hawk County Recorder;

thence along the Easterly line of said parcel of land described in Land Deed Book 559 Page 532 Northerly to the Southwest corner of East Viking Plaza Addition;

thence along the Westerly line of said East Viking Plaza Addition Northerly to the Southwesterly corner of Tract B in said East Viking Plaza Addition;

thence along the Southeasterly line of said Tract B Northeasterly to the Northeasterly corner of said Tract B, being on the Southerly right of way line of Viking Road;

thence along said Southerly right of way line Easterly to the Point of Beginning;

and also,

South of the present North right-of-way line U.S. Highway 20, described as follows:

All that part of the Northwest fractional 1/4 and the Northeast fractional 1/4 of Section 3, Township 88 North, Range 14 West of the 5th Principal Meridian lying South of the present North Right-of-way line of US Highway 20 and all that part of the Northwest fractional 1/4 and the Northeast fractional 1/4 of Section 2, Township 88 North, Range 14 West of the 5th Principal Meridian lying south of the present North Right-of-way line of US Highway 20, all in the City of Cedar Falls, County of Black Hawk, State of Iowa;

and also,

That part of Section Nos. 35 and 36, lying in Township 89 North, Range 14 West of the 5th Principal Meridian and that part of Section No. 2 and 3, Township 88 North, Range 14 West of the 5th Principal Meridian, described as follows:

Commencing at the Northwest corner of said Section 35;

thence along the West line of said Section 35 South to the Northerly right of way line of Technology Parkway, being the Point of Beginning;

thence along said Northerly right of way line Easterly to the Northerly extension of the Westerly line of Lot 20 in Cedar Falls Technology Park Phase 2;

thence along said extension Southwesterly to the Northwesterly corner of said Lot 20;

thence along the Westerly line of said Lot 20 Southwesterly to the South line of said Cedar Falls Technology Park Phase 2;

thence along the South line of said Cedar Falls Technology Park Phase 2 East to the Southeasterly corner of Lot 19 in said Cedar Falls Technology Park Phase 2;

thence along the Easterly line of said Lot 19 Northwesterly to Southerly right of way line of said Technology Parkway;

thence along said Southerly right of way line Easterly to the Easterly right of way line of Waterway Avenue;

thence along said Easterly right of way line Southeasterly to the South line of said Cedar Falls Technology Park Phase 2;

thence along said South line East to the Northwest corner of Tract B in Ridgeway Park Addition, point also being the Northwest right of way corner of Commerce Drive;

thence along the Northerly right of way line of said Commerce Drive East to the Northerly extension of the East line of said Ridgeway Park Addition;

thence along said Northerly extension South to the Northeast corner of said Ridgeway Park Addition;

thence along the East line of said Ridgeway Park Addition South to the Northerly right of way line of Ridgeway Avenue;

thence along said Northerly right of way line Easterly to the Easterly right of way line of Iowa Highway 58;

thence along said Easterly right of way line Southerly to the Northerly right of way line of U.S. Highway 20;

thence along said Northerly right of way line Westerly to the West line of said Section 3;

thence along said West line North to the Northwest corner of said Section 3;

thence along the North line of said Section 3 East to the Southwest corner of said Section 35;

thence along the West line of said Section 35 to the Point of Beginning.

i) Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area means that portion of the City of Cedar Falls, State of Iowa, described in Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan approved by Resolution No. 21,368 on the 17th day of December, 2018, which Amendment No. 5 Area includes the lots and parcels located within the area legally described as follows:

Viking Road ROW (North side):

The South thirty-three (33) feet of Section twenty-seven (27), Township eighty-nine (89) North, Range fourteen (14) West, except that part of Viking Road right of way contained within the city limits of Cedar Falls lying in the Southeast Quarter (SE1/4) of said Section twenty-seven (27);

And also,

S Union Road ROW (West side):

The East thirty-three (33) feet of the North three-quarters (3/4) of Section thirty-three (33), Township eighty-nine (89) North, Range fourteen (14) West, and the South thirty-three (33) feet of the East thirty-three (33) feet of Section twenty-eight (28), Township eighty-nine (89) North, Range fourteen (14) West, except the South thirty-three (33) feet of the East three hundred and twenty-eight and ninety-two hundredths (328.92) feet;

And also,

The Northwest Quarter (NW1/4) of Section thirty-four (34), Township eighty-nine (89) North, Range fourteen (14) West;

And also,

The Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section thirty-four (34), Township eighty-nine (89) North, Range fourteen (14) West, except West Viking Road Industrial Park Phases 1 & 2;

And also,

The North one-half (N1/2) of the Southwest Quarter (SW1/4) of Section thirty-four (34), Township eighty-nine (89) North, Range fourteen (14) West.

j) Amended Area means that portion of the City of Cedar Falls, State of Iowa, included within the Industrial Park Urban Renewal Area, the Expanded Industrial Park Urban Renewal Area Amendment No. 1 (1995), the Industrial Park Urban Renewal Area Amendment No. 2 (2003), the Northern Cedar Falls Industrial Park Urban Renewal Area (2009), the Amendment No. 1 to Cedar Falls Unified Highway 58 Corridor Urban Renewal Area, and the Amendment No. 5 to Cedar Falls Unified Highway 58 Corridor Urban Renewal Area, except the portions removed by Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area, which Amended Area includes the lots and parcels located within the area legally described in Subsections (a)-(i).

Section 2. The taxes levied on the taxable property in the Amended Area, legally described in Section 1 hereof, by and for the benefit of the State of Iowa, County of Black Hawk, Iowa, Cedar Falls Community School District, Hudson Community School District, Dike-New Hartford Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 3. As to the Industrial Park Urban Renewal Area, that portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts taxing property in such Area upon the total sum of the assessed value of the taxable property in such Area as shown on the assessment roll as of January 1, 1989, being January 1 of the calendar year preceding the effective date of Ordinance No. 1923, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid. The taxes so determined shall be referred herein as the "base period taxes" for such area.

As to Expanded Industrial Park Urban Renewal Area (1995) Amendment No. 1 Area, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 1994, being the first day of the calendar year preceding the effective date of Ordinance No. 2122, minus the total assessed value shown on the assessment

role as of January 1, 1994 for the taxable property removed from the area by Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area.

As to Cedar Falls Industrial Park Urban Renewal Area (2003) Amendment No. 2 Area, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2002, being the assessment roll applicable to property in such area as of January 1 of the calendar year preceding the effective date of Ordinance No. 2461.

As to the Northern Cedar Falls Industrial Park Urban Renewal Area (2009), that portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in such Area, as shown on the assessment roll as of January 1, 2009, such date being January 1 of the calendar year preceding the first calendar year in which the City of Cedar Falls, State of Iowa, certified to the Auditor of Black Hawk County, Iowa the amount of loans, advances, indebtedness, or bonds payable from the division of property tax revenue for such Area.

As to Amendment No. 1 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area, base period taxes shall be computed using the total assessed value shown on the assessment roll as of January 1, 2012, being the assessed value applied to property in such area as of January 1 of the calendar year preceding the effective date of Ordinance No. 2785.

As to Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area, base period taxes shall be computed using the total assessed value shown on the assessment roll as of January 1, 2018, being the assessed value applied to property in such area as of January 1 of the calendar year preceding the effective date of this Ordinance.

Section 4. That portion of the taxes each year in excess of the base period taxes for the Amended Area, determined for each sub-area thereof as provided in Section 3 of this Ordinance, shall be allocated to and when collected be paid into the special tax increment fund previously established by the City of Cedar Falls, State of Iowa, to pay the principal of and interest on loans, monies advanced to, or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under authority of Section 403.9 or Section 403.12 of the Code of Iowa, incurred by the City of Cedar Falls, State of Iowa, to finance or refinance, in whole or in part, urban renewal projects undertaken within the Amended Area pursuant to the Urban Renewal Plan, as amended, except that (i) taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Iowa Code Section 298.2 and taxes for the instructional support program of a school district imposed pursuant to Iowa Code Section 257.19 (but in each case only to the extent required under Iowa Code Section 403.19(2)); (ii) taxes for the payment of bonds and interest of each taxing district; (iii) taxes imposed under Iowa Code Section 346.27(22) related to joint county-city buildings; and (iv) any other exceptions under Iowa Code Section 403.19 shall be collected against all taxable property within the Amended Area without any limitation as hereinabove provided.

Section 5. Unless or until the total assessed valuation of the taxable property in the areas of the Amended Area exceeds the total assessed value of the taxable property in the areas shown by the assessment rolls referred to in Section 3 of this Ordinance, all of the taxes levied and collected upon the taxable property in the Amended Area shall be paid into the funds for the

respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

Section 6. At such time as the loans, monies advanced, bonds and interest thereon and indebtedness of the City of Cedar Falls, State of Iowa, referred to in Section 4 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the Amended Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 7. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to continue the division of taxes from property within the various subareas, under the provisions of Section 403.19 of the Code of Iowa, as authorized in Ordinance No. 1923, 2122, 2461, 2696, 2785, and 2923 as amended by this Ordinance. Notwithstanding any provisions in any prior Ordinances or other documents, the provisions of this Ordinance and all prior Ordinances relating to the Urban Renewal Area, as amended, shall be construed to continue the division of taxes from property within the Amended Area to the maximum period of time allowed by Section 403.19 of the Code of Iowa. In the event that any provision of this Ordinance shall be determined to be contrary to law it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19 of the Code of Iowa with reference to the Amended Area and the territory contained therein.

Section 8. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

INTRODUCED: August 5, 2019

PASSED 1ST CONSIDERATION: August 5, 2019

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

PASSED AND APPROVED this _____ day of _____, 2019.

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, City Clerk

I, _____, City Clerk of the City of Cedar Falls, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____ passed and approved by the City Council of the City at a meeting held _____, 2019, signed by the Mayor on _____, 2019, and published in the Waterloo-Cedar Falls Courier on _____, 2019.

City Clerk, City of Cedar Falls, State of Iowa

(SEAL)

01596006-1\10283-163



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: August 9, 2019
SUBJECT: Appointment

I am recommending the following appointment:

Name:	Board/Commission:	Term Ending:
Charles Blair-Broeker	Library Board of Trustees (fills vacancy)	06/30/2022

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: Charles T. Blair-Broeker Gender: Male Date: January 18, 2018
First MI Last

Home Address: 2301 Sunset Blvd. Phone: _____

Work Address: Retired (Cedar Falls High School) Phone: _____

Email Address: ctb-b@cfu.net Cell: (319) 504-6987

Employer: Hawkeye Community College Position/Occupation: Part-time adjunct instructor (psychology)

I am also the co-author of a high school psychology textbook for Bedford, Freeman, Worth Publishers. The 4th edition of our book is slated for publication in January, 2019.

If Cedar Falls resident, length of residency: 39 years Ward: 5

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.)

- I have extensive involvement at the national level in initiatives related to high school psychology. This involvement includes:
 - Chair of the Executive Board of the American Psychological Association’s Teachers of Psychology in Secondary Schools (1994).
 - Co-author of the first *National Standards for High School Psychology Curricula* (1999).
 - Test Development Committee member for the College Board Advanced Placement Psychology Examination (1993-1996)
 - Participant in the evaluation of student essay responses on the Advanced Placement Psychology Examination as a reader, table leader, rubric master, and question leader (1992-2017).
 - Presenter at over 50 national and regional conferences, institutes, and workshops.
- Throughout my teaching career, I had many opportunities to serve the Cedar Falls Community School District. Among these are about a dozen building and district committee assignments, a stint as Social Studies Department chair (2010-2012), and a variety of roles within the Cedar Falls Education Association (including chief negotiator in the early 1990s).
- In the 1980s, I served the Cedar Valley Unitarian Universalist Society in a number of capacities, including Board president.

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

None.

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

ies have enriched my life since I was a boy. This is an opportunity for me to give something back. I contribute hard work, a willingness to listen and learn, wholehearted support for public libraries in general (and ours in particular), a level head, and, occasionally, good humor.

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.

No.

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 have watched and admired my wife, Lynn, as she served on the Library Board for many years. She is about to step down, and this is a chance for me to continue our family's advocacy for a comprehensive and vibrant public library.

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

The library is an intellectual, recreational, and social center in the community. It is a gateway to information and personal growth. I cannot imagine a more important local institution for any community.

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?

The Library Trustees have an obligation to keep the city informed. Additionally, they should invite involvement on the part of the city.

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?

Forty years in the classroom have honed my personnel skills.

I have had experiences in financial operations as the Social Studies Department chair at Cedar Falls High School, the chair of the American Psychological Association Teachers of Psychology in Secondary Schools, and the co-principal investigator of a half million dollar National Science Foundation grant that funded a month-long summer institute for high school psychology teachers that ran for three years at Northern Kentucky University.

I have no specific experience in business management, but I do have a pretty good sense of organizations and bureaucracy.

I have no experience in litigation or risk management.

What are your views on customer service?

I'm not sure exactly what you're asking me. I believe the library should provide the best customer service possible.

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 Preamble of the Constitution indicates that one of the purposes of the federal government is "to promote the general Welfare." I believe this extends to all levels of government. Libraries, like parks, should be freely available to all citizens. I worry sometimes that citizens who can least afford these kinds of public services will be denied access if fees are imposed.

On the other hand, I am a realist. Funding is limited. If it comes down to a choice of not offering a "select program or service" at all or offering it with a reasonable fee requirement, I would favor the fee.

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

I think fund raising goes with the territory for both the Director and for Trustees.

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

I don't know much about potential federal and state grant opportunities, but the library would be foolish not to pursue available grants aggressively.

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

The two libraries, as well as other libraries in the Cedar Valley, should be willing to explore potential avenues of cooperation. I think that sharing a Library Director worked pretty well for both Cedar Falls and Waterloo, but that time has passed and I don't envision it happening again in the immediate future.

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)

I am reluctant to make extensive comments because I do not know enough about most of the City's personnel and financial policies.

I don't see inherent difficulties in coordinated services. The problem is not so much coordination in areas like maintenance and janitorial services, it is in ensuring quality. Nor do I see a problem with coordinated telephone and computer services as long as those services meet the particular needs of library staff and patrons.

Charles Blair-Broeker
Signature

January 18, 2018
Date

COMMITTEE OF THE WHOLE

City Hall – Council Chambers

August 5, 2019

The Committee of the Whole met in the Council Chambers at 5:10 p.m. on August 5, 2019, with the following Committee persons in attendance: Mayor Jim Brown, Tom Blanford, Frank Darrah, Susan deBuhr, Rob Green, Daryl Kruse, Mark Miller, and David Wieland. Staff members attended from all City Departments. Jon Forster from Wantman Group, Inc. (WGI) and Charles Blair-Broeker also attended as well as members of the community.

Mayor Brown called the meeting to order and introduced the first item on the agenda, Library Board of Trustee Interview – Charles Blair-Broeker. Mr. Broeker introduced himself and stated he has been a member of the community since the 1970's. A brief discussion was held.

The Mayor introduced the second item on the agenda College Hill Parking Study. Mayor Brown introduced Jon Forster from WGI. Mr. Forster reviewed the College Hill Parking Study; he stated they have held two public input meetings, taken an online survey, taken parking counts prior to the end of the school year for UNI. He stated the parking demand is market driven by UNI; the center of campus is closer to city owned parking than UNI parking. He reviewed the current parking conditions. He stated good policy and enforcement are key to a good parking enforcement program. Mr. Forster reviewed the recommendations and stated these should be phased in through short term and long term plans. Mayor Brown opened it up for discussion from Council. Mr. Forster answered questions from the council stating a goal should be to get students to use the UNI parking lots, he stated the UNI parking ramp is metered only and otherwise available to UNI staff only. He also stated the City will have software to help do periodic parking counts to monitor the situation. Jennifer Rodenbeck, Director of Finance & Business Operations stated they will receive help from Community Main Street, and College Hill Partnership will create a subcommittee for parking. Daryl Kruse motioned for staff to implement the recommendations in the College Hill Parking Study. David Wieland seconded the motion. The motion carried unanimously.

Mayor Brown introduced the third item on the agenda Information Systems Update. Julie Sorensen, Information Systems Manager stated the City of Cedar Falls has a mobile app to connect the city to its citizens and visitors. She explained it now available for download for both Apple and Android users. She gave a demo of the mobile app. Ms. Sorensen introduced Cory Hines, GIS Analyst. Mr. Hines reviewed information on the park and recreation maps. He stated there was a lot of work done for the migration of the three cemeteries and people will be able to do research on the maps. A brief discussion was held.

The Mayor introduced the fourth item On-Street Parking of Trailers. City Attorney Kevin Rogers stated this was last reviewed in February 2018 and at that time no changes were made. He reviewed the current city ordinances. He also explained what other municipalities do. He reviewed the recommendations, adding definitions as defined in Iowa Code 321. He stated there should be a time limit and to allow for loading and unloading. He stated Section 23-372 is vague as currently written not defining the types

of vehicles or what gross capacity is referring to hauling or towing capacity. He also explained what other municipalities prohibit from parking on streets and their time limits. Mr. Rogers reviewed the staff recommendation to the Code of Ordinances; which includes a list of specific types of trailers from State of Iowa Code Section 321, which will be prohibited from parking on a public street or right-of-way, unless they are in the act of loading or unloading or actively engaged in an authorized service or activity. Mayor Brown opened it up for discussion from Council. They discussed an exception for loading and unloading recreational vehicles. It was also discussed prohibiting in residential and mixed use zoning. Mr. Rogers stated monitoring a distance and time enforcement will be hard to enforce and monitor. Daryl Kruse reviewed his recommendation which will continue to be enforced by complaints and should eliminate the games people are doing by moving the vehicle a few feet to reset the 48-hour clock. Jeff Olson, Director of Public Safety Services/Police Chief, reviewed the process his staff uses to monitor the complaints they receive. Daryl Kruse motioned to have staff amend the Code of Ordinances Section 23-366 for parking restrictions of trailers to change the continuous period of no more than 48 hours on a public street or right-of-way and after this time the trailer must be moved no less than 2500 feet from the original location. Frank Darrah seconded the motion. After council discussion on what does a vehicle include, Daryl Kruse amended the motion to remove section 23-372 from the ordinance, which references the vehicles with a gross capacity of one ton or more shall not park upon the streets or municipal parking lots of the city. Mark Miller seconded the amendment. Council discussion was held concerning the parking fines. Chief Olson stated a ticket is issued with a minimal fee as well as towing is an option. The Mayor put the question on the amendment. The motion passed as amended. (Aye: Blanford, Darrah, deBuhr, Kruse and Miller; Nay: Green and Wieland) The Mayor put the question on the original motion. The motion passed. (Aye: Blanford, Darrah, deBuhr, Kruse and Miller; Nay: Green and Wieland)

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

There being no further discussion, Mayor Brown adjourned the meeting at 6:47 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer

CIVIL SERVICE COMMISSION
City of Cedar Falls
CEDAR FALLS, IOWA

August 7, 2019

Honorable Mayor and City Council
City Hall, 220 Clay Street
Cedar Falls, IA 50613

Dear Mayor Brown and Council Members:

The Civil Service Commission of the City of Cedar Falls, Iowa approved of and authorized administration of a testing instrument for the position of Planner I. Listed below are the names of the top ranked candidates with their combined average test scores and applicable Veteran's Preference points.

Rank	Name	Combined Average Test Score	Veteran's Preference	Total Points With Preference
1	Jason Cox	280		280
2	Richard Sevy	274		274
3	Tanvi Halde	273		273
4	Jaydevsinh Atodaria	228		228

Respectfully Submitted,



John Clopton, Commission Chairperson



Sue Armprecht, Commissioner

Paul Lee, Commissioner

Orig: Jacque Daniels, City Clerk

Cc: Stephanie Sheetz, Director of Community Development
Karen Howard, Planning & Community Services Manager
Civil Service Records

Instructions on the reverse side

For period (MM/DD/YYYY) 09 / 30 / 2019 through June 30, 2020

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA Kwik Star #934
Physical Location Address 4515 Coneflower Pkwy. City Cedar Falls ZIP 50613
Mailing Address PO Box 2107 City La Crosse State WI ZIP 54602
Business Phone Number Not available yet.

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Kwik Trip, Inc.
Mailing Address PO Box 2107 City La Crosse State WI ZIP 54602
Phone Number 608-793-6262 Fax Number 608-793-6120 Email LicensingDept@kwiktrip.com

Retail Information:

Types of Sales: Over-the-counter Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Donald P. Zietlow Name (please print)
Signature [Signature] Signature
Date 8-8-19 Date

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.00
Fill in the date the permit was approved by the council or board:
Fill in the permit number issued by the city/county:
Fill in the name of the city or county issuing the permit: Cedar Falls
New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
Fax: 515-281-7375

**DEPARTMENT OF PUBLIC SAFETY SERVICES**

POLICE OPERATIONS
CITY OF CEDAR FALLS
4600 SOUTH MAIN 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: August 15, 2019
Re: Beer/Liquor License Applications

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

Name of Applicants:

- a) Main Street Sweets, 307 Main Street, Class B native wine - renewal.
- b) Amigo, 5809 University Avenue, Class C liquor & outdoor service - renewal.
- c) Buffalo Wild Wings, 6406 University Avenue, Class C liquor & outdoor service - renewal.
- d) The Pump Haus Pub & Grill, 311 Main Street, Class C liquor & outdoor service - renewal.
- e) Whiskey Road Tavern & Grill, 402 Main Street, Class C liquor & outdoor service - renewal.
- f) B & B West, 3105 Hudson Road, Class E liquor - renewal.
- g) The Music Station, 1420 West 1st Street, Class E liquor - renewal.
- h) Wal-Mart, 525 Brandilynn Boulevard, Class E liquor - renewal.
- i) Kwik Star, 4515 Coneflower Parkway, Class C beer & Class B wine - new.
- j) College Hill Partnership (Oktoberfest), Municipal Lot G, Special Class C liquor & outdoor service - 5-day permit.



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: August 15, 2019
SUBJECT: Revised Job Classifications – Housing Program Specialist and
Community Services Coordinator

Attached are revised job classifications for the Housing Program Specialist and Community Services Coordinator. With turnover in our housing area, we decided to take the opportunity to update the job classifications for those positions to better reflect the duties performed in that area. We also wanted to take the opportunity to create two levels of positions in that area to recognize that one position will serve in more of a coordinator role. After approval of the job classifications, we will begin the search for staffing in the housing area.

If you have any questions regarding the job classifications, please feel free to contact Stephanie Sheetz or myself.



JOB CLASSIFICATION

Job Title	Community Services Coordinator	Job Code	233
Department	Community Development	Pay Band	
FLSA Status	Non-Exempt	Union Status	Non-Union
Prepared	1/19/1995	Adopted	6/12/1995
Amended	7/1/1999, 6/23/2014, 11/17/2014, 10/3/2016, 8/19/19		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

POSITION DEFINITION

Perform various administrative, analytical and technical duties related to the Housing Choice Voucher Program (Section 8) and Community Development Block Grant programs; to conduct research on programs and grants available to the community and prepare reports; to provide professional staff assistance to the Community Development Department and the City's Housing Commission. Responsible for coordinating the planning and implementation of programs and policies of the agency, and to ensure efficient and effective administration and execution of all agency business.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Planning and Community Services Manager.

May exercise some functional or technical supervision over Housing Program Specialist or part-time housing programs staff.

May serve as lead worker over Housing Program Specialist or part-time housing and planning staff.

EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Compile and report, within established guidelines, Section 8 rental assistance and CDBG activities to the Department of Housing and Urban Development (HUD).
- Explain various housing programs to landlords and tenants including Section 8 rental assistance, and housing rehabilitation programs; answer questions and provide general information to potential program qualifiers; advise current program participants.



JOB CLASSIFICATION

- Coordinate and monitor tenant selection and placement, within established guidelines, including but not limited to conducting program applicant interviews to determine eligibility, initial and annual income verification, and establishing and maintaining a waiting list for eligible participants.
- Monitor, and perform if necessary, inspections of buildings and grounds to ensure compliance of landlord maintenance requirements. Such duties to include Housing Quality Standards inspections, notifying owners of deficiencies and repairs needed to meet minimum housing standards, perform interim and final inspections during all phases of construction.
- Perform re-inspection of failed housing units; conduct quality control inspections for the Section 8 rental assistance program and apply Housing Quality Standards to section 8 units.
- Prepare and submit various reports and funding requests for program participation and progress; maintain accurate records; compile and prepare a variety of correspondence to applicants regarding the availability of rental units; inform landlords when units fail Housing and Urban Development requirements.
- Negotiate rent; process lease and contract agreements; explain the significance of agreements to landlords and tenants; process damage and vacancy loss claims. Serve as the agency's contracting officer.
- Investigate and resolve housing related complaints, conflicts and problems of tenants, property owners, staff and the general public.
- Prepare and develop marketing materials regarding the various federal housing programs; conduct presentations and informational sessions.
- Provide regulatory information to prospective landlords regarding participation in the Section 8 rental assistance program; inform Section 8 program participants about portability requirements; send and receive participants to and from other Housing Authorities.
- Interpret and implement regulatory changes to the federal housing programs. Reviews and implements regulations and notices from governmental and regulatory agencies and responds to such in a timely manner.
- Coordinate with Financial Services to prepare accurate and timely housing assistance payments (HAP) to landlords; calculate payments and pro-rated payments; assemble supporting documentation and process for distribution; prepare and execute repayment agreements for payments; maintain a log for the agreements and repayments; and submit repayment funds to Financial Services for processing and deposit.
- Perform daily financial management and provide unit months leased report to Financial Services for monthly reporting.
- Prepare budget and financial statements related to Community Development Block Grant programs; monitor and maintain records of CDBG program revenues and expenditures; provide appropriate financial documentation for CDBG audits.



JOB CLASSIFICATION

- Interpret, implement, and administer the Housing Choice Voucher program according to Federal, State, and City regulations.
- May perform various duties related to the administration of the Community Development Block Grant program, which may include reports, maintaining policies and procedures, conducting required steps to implement projects such as environmental review and project eligibility, monitoring service agency awards, preparing contracts, liens, and related documents to meet legal and regulatory requirements, or calculating and approving payments to contractors.
- Leads, motivates, and provides training for agency staff.
- Establishes positive working relationships with representatives of community organizations, other governmental agencies and associations, and communicates with other City departments.

OTHER DUTIES AND RESPONSIBILITIES

- Attend professional association meetings; keep up to date on latest developments in federal housing assistance programs; monitor activities of federal and state governments related to funding of housing and community development programs.
- Prepare and present materials and monthly division staff reports to the Housing Commission. Serve as Commission Secretary and maintain minutes, files, and records. Make recommendations to the Commission regarding the adoption of new policies, changes to existing policies, and implement and administer upon approval.
- Assist division personnel in writing periodic reports to comply with grant requirements.
- Monitor paper work connected with grant-funded programs.
- May administer and evaluate the Cedar Falls Utilities Assistance Program, including the tracking of and auditing of program funds; prepare marketing materials to encourage citizens to participate; prepare and submit the program's annual report. Make recommendations to the utility Board regarding adoption of new policies, changes to existing policies, and implement and administer upon approval.
- Perform other duties as assigned.

MINIMUM SKILLS AND QUALIFICATIONS

REQUIRED KNOWLEDGE

- Principles and procedures related to the Federal Housing Choice Voucher Program (Section 8) and Federal Community Development Block Grant Program.



JOB CLASSIFICATION

- Principles and policies of urban and community development.
- Building materials, structures and structural requirements, and mechanical functions in relation to a residential setting.
- Methods, materials and equipment used in residential construction.
- Federal and state grant application and administration processes.
- Fair housing laws and other pertinent Federal, State and local laws, rules, codes and regulations.
- Principles and practices of accounting, budgeting, personnel management, and public relations.
- Principles and procedures of filing and record keeping.
- Basic real estate principles.
- Principles and procedures of business letter writing and report preparation.
- Principles and procedures related to comprehensive housing programs.
- Section 8 program administration (i.e. Housing Choice Voucher or current program).
- Laws underlying general plans, zoning, and land divisions.
- Modern office methods, practices, and computer equipment.
- Basic understanding of the structure and processes of local government.

ABILITY TO PERFORM

- Perform housing inspections and determine needed repairs to meet minimum housing standards.
- Analyze and compile technical and statistical information and prepare reports.
- Interpret and explain minimum housing codes.
- Compile, compare and present mathematical information and calculate variables, formulas and proportion variables.
- Use a variety of equipment and supplies involved housing and grant administration, including a computer and computer aided grant software.
- Understand and carry out oral and written directions.
- Communicate clearly and concisely, both orally and in writing.



JOB CLASSIFICATION

- Interpret and apply pertinent Federal, State and local laws, codes and regulations pertaining to federal housing programs.
- Establish and maintain cooperative working relationships with those contacted in the course of work.
- Effectively handle a work environment and conditions which involve working independently.
- Handle complex problems and enforce necessary regulations professionally and with respect, firmness, and tact.
- Train and give direction to staff.

EXPERIENCE AND TRAINING GUIDELINES

MINIMUM EXPERIENCE

Two to five years of practical experience in Housing Choice Voucher program administration, other housing programs, regional or community development, social service program administration, rental inspection and code enforcement, or a related field.

MINIMUM EDUCATION OR FORMAL TRAINING

Associate’s degree from an accredited college or university in in business administration, public administration, management, social work, accounting, or a related field and two years of experience in Section 8, housing programs, regional or community development, code enforcement, or a related field.

OR

High school diploma or equivalent supplemented by additional coursework/skills in a related field as noted above, and five years of experience in Housing Choice Voucher Program administration, other housing programs, regional or community development, rental inspection and code enforcement, or a related field.

LICENSES/CERTIFICATIONS REQUIRED

Possession of an appropriate, valid driver’s license required.

Inspector Certification from the Iowa Association of Housing Officials or related certifications as required by HUD preferred.

WORKING CONDITIONS AND ENVIRONMENT

ENVIRONMENTAL CONDITIONS



JOB CLASSIFICATION

Office environment with exposure to standard office equipment, such as computer screens, phones, and photocopiers; occasional exposure to outdoor weather conditions.

PHYSICAL CONDITIONS

Functions of this position may require maintaining physical condition necessary for light lifting, walking, sitting or standing for prolonged periods of time; general manual dexterity required for typing for prolonged periods of time.



JOB CLASSIFICATION

Job Title	Housing Program Specialist	Job Code	230
Department	Community Development	Pay Band	
FLSA Status	Non-Exempt	Union Status	Non-Union
Prepared	1/19/1995	Adopted	6/12/95
Amended	7/1/1999, 6/23/2014, 11/17/2014, 6/18/18, 8/19/19		

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

POSITION DEFINITION

Perform various administrative, analytical and technical duties related to the Housing Choice Voucher Program (Section 8) and Community Development Block Grant programs; to conduct research on programs and grants available to the community and prepare reports; to provide professional staff assistance to the Community Development Department and the City's Housing Commission.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Community Services Coordinator and Planning and Community Services Manager.

EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Explain various housing programs to landlords and tenants including Section 8 rental assistance and housing rehabilitation programs; answer questions and provide general information to potential program qualifiers; advise current program participants.
- Conduct applicant interviews to determine eligibility for program assistance; conduct initial and annual income verifications of housing program participants; maintain waiting list for families eligible for program assistance.
- Perform inspections to determine housing conditions; notify owners of deficiencies and repairs needed to meet minimum housing standards; perform interim and final inspections during all phases of construction and rehabilitation.
- Perform re-inspection of failed housing units; conduct quality control inspections for the Section 8 rental assistance program and apply Housing Quality Standards to section 8 units.



JOB CLASSIFICATION

- Prepare various reports for program participation and progress; maintain accurate records; compile and prepare a variety of correspondence to applicants regarding the availability of rental units; inform landlords when units fail Housing and Urban Development requirements.
- Negotiate rent; process lease and contract agreements; explain the significance of agreements to landlords and tenants; process damage and vacancy loss claims.
- Assist in investigating and resolving housing related complaints, conflicts and problems of tenants, property owners, staff and the general public.
- Prepare and develop marketing materials regarding the various federal housing programs; conduct presentations and informational sessions.
- Provide regulatory information to prospective landlords regarding participation in the Section 8 rental assistance program; inform Section 8 program participants about portability requirements; send and receive participants to and from other Housing Authorities.
- Assist in interpretation and implementation of regulatory changes to the federal housing programs.
- Assist in preparation of financial information related to Section 8 and Community Development Block Grant programs; monitor and maintain records of housing program revenues and expenditures; provide appropriate financial documentation for housing program and CDBG audits.
- Assist in implementing the Community Development Block Grant programs which may include conducting required steps to implement projects such as environmental review and project eligibility, monitoring service agency awards, preparing contracts, liens, and related documents to meet legal and regulatory requirements, or calculating and approving payments to contractors.
- Conduct pre-bid meetings for housing rehabilitation projects; review project feasibility; review and negotiate bids; prepare contracts, liens, and related documents to meet legal and regulatory requirements; calculate and approve payments to contractors; maintain and update standard specifications for rehabilitation construction.

OTHER DUTIES AND RESPONSIBILITIES

- Attend professional association meetings; keep up to date on latest developments in federal housing assistance programs; monitor activities of federal and state governments related to funding of housing and community development programs.
- Assist in preparation of monthly division activity reports and staff reports to the Housing Commission.
- May administer and evaluate the Cedar Falls Utilities Assistance Program; prepare marketing materials to encourage citizens to participate; prepare and submit the program's annual report.



JOB CLASSIFICATION

- Perform other duties as assigned.

MINIMUM SKILLS AND QUALIFICATIONS

REQUIRED KNOWLEDGE

- Principles and procedures related to the Federal Housing Choice Voucher Program (Section 8) and Federal Community Development Block Grant Program.
- Principles and policies of urban and community development.
- Building materials, structures and structural requirements, and mechanical functions in relation to a residential setting.
- Methods, materials and equipment used in residential construction.
- Federal and state grant application and administration processes.
- Fair housing laws and other pertinent Federal, State and local laws, rules, codes and regulations.
- Principles and practices of accounting, budgeting, personnel management, and public relations.
- Principles and procedures of filing and record keeping.
- Basic real estate principles.
- Principles and procedures of business letter writing and report preparation.
- Principles and procedures related to comprehensive housing programs.
- Modern office methods, practices, and computer equipment.

ABILITY TO PERFORM

- Perform housing inspections and determine needed repairs to meet minimum housing standards.
- Interpret and explain minimum housing codes.
- Use a variety of equipment and supplies involved housing and grant administration, including a computer and computer aided grant software.
- Understand and carry out oral and written directions.
- Communicate clearly and concisely, both orally and in writing.
- Interpret and apply pertinent Federal, State and local laws, codes and regulations pertaining to federal housing programs.



JOB CLASSIFICATION

- Establish and maintain cooperative working relationships with those contacted in the course of work.
- Handle complex problems and enforce necessary regulations professionally and with respect, firmness, and tact.

EXPERIENCE AND TRAINING GUIDELINES

MINIMUM EXPERIENCE

Zero to two years of practical experience in Housing Choice Voucher program administration, other housing programs, regional or community development, social service program administration, rental inspection and code enforcement, or a related field.

MINIMUM EDUCATION OR FORMAL TRAINING

Associate’s degree from an accredited college or university in in business administration, public administration, management, social work, accounting, or a related field with no years of experience in Section 8, housing programs, regional or community development, code enforcement, or a related field.

OR

High school diploma or equivalent supplemented by additional coursework/skills in a related field as noted above, and two years of experience in Housing Choice Voucher Program administration, other housing programs, regional or community development, rental inspection and code enforcement, or a related field.

LICENSES/CERTIFICATIONS REQUIRED

Possession of an appropriate, valid driver’s license required.

Inspector Certification from the Iowa Association of Housing Officials or related certifications as required by HUD preferred.

WORKING CONDITIONS AND ENVIRONMENT

ENVIRONMENTAL CONDITIONS

Office environment with exposure to standard office equipment, such as computer screens, phones, and photocopiers; occasional exposure to outdoor weather conditions.

PHYSICAL CONDITIONS

Functions of this position may require maintaining physical condition necessary for light lifting, walking, sitting or standing for prolonged periods of time; general manual dexterity required for typing for prolonged periods of time.



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

MEMORANDUM
Legal Services Division

TO: Mayor Brown, City Council
FROM: Kevin Rogers, City Attorney
DATE: August 15, 2019
SUBJECT: Viking Pump Parking Lot Lease

The Mayor has been working with Viking Pump on securing additional public parking in the downtown area in what is now the Viking Pump employee and visitor lot at the corner of 4th Street and State Street. The parking lot contains 69 parking stalls that will be available for public use. The parking lot will be open to the public between the hours of 5:15 pm and 5:00 am on weekdays, and during all hours on the weekends.

There is no rental fee to be charged to the City. The City will be responsible for routine maintenance and repair of the parking lot during the term of the agreement.

The City will enforce parking regulations in this lot the same as with other municipal parking lots.

The proposed Lease agreement is attached, which provides for an initial term of 3 years with automatic one year renewals unless terminated by either Viking Pump or the City.

Approval of the attached Parking Lot Lease Agreement is therefore requested.

Thank you.

PARKING LOT LEASE AGREEMENT

BETWEEN

CITY OF CEDAR FALLS, IOWA AND VIKING PUMP, INC.

This Parking Lot Lease Agreement ("Lease") is entered into effective as of the 1st day of September, 2019, by and between Viking Pump, Inc., an Iowa corporation (the "Owner"), and the City of Cedar Falls, Iowa, an Iowa municipality (the "City").

WHEREAS, Owner is the owner of real property located on the north side of the 400 block of 4th Street near the intersection of State Street in Cedar Falls, Iowa, consisting of a parking lot with dimensions of approximately 60 feet by 350 feet containing 69 parking stalls as depicted in the Attached Exhibit "A" (the "Parking Lot"); and

WHEREAS, the City desires to lease the Parking Lot from the Owner in order to allow public parking in the Parking Lot during certain hours of the day and week; and

WHEREAS, the City and the Owner have reached agreement on the terms and conditions of such lease agreement, and now desire to reduce their agreement to writing.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and benefits in this Lease, the receipt and sufficiency of which is acknowledged, City and Owner hereby agree as follows:

1. Recitals; Exhibit. The above recitals and the attached Exhibit "A" are hereby incorporated into this Lease by this reference.

2. Term. This Lease shall commence as of the effective date above and shall continue for a period of three (3) years or until terminated earlier as provided in Paragraphs 18 and 19 below. This Lease shall automatically extend for successive one (1) year periods unless notice of non-renewal is provided no later than 90 days prior to the end of the term or any extension.

3. Parking Lot. The Parking Lot as currently configured as shown in Exhibit A shall be available for public parking under the terms and conditions set forth herein. City accepts the Parking Lot "as is" and Owner makes no representation as to the condition of the Parking Lot or its suitability for public parking. Subject to Owner's rights contained in Section 5, Owner agrees that it shall not close access to the parking stalls during the term of this Lease, including any extensions, without the prior written approval of the City. Owner also agrees that it shall not charge or impose a fee to the City or to the public for use of the Parking Lot for parking during Parking Lot Hours as described in Paragraph 4 below for the entire term of this Lease, including any extensions. The City shall have the sole right to collect and retain fees for use of the Parking Lot by the public during Parking Lot Hours. The City shall not use the Parking Lot for the storage of City vehicles or equipment or for any purpose other than for public parking, except as necessary to comply with the terms of this Lease.

4. Parking Lot Hours. Public parking shall be allowed in the Parking Lot from 5:15 pm until 5:00 am Monday through Friday, and during all hours on Saturday and Sunday (the "Parking Lot Hours").

5. Use of Parking Lot by Owner. Although the purpose of this Lease is to provide for use of the Parking Lot for public parking during Parking Lot Hours, Owner shall be entitled to use the Parking Lot for any purpose it deems fit during all times other than during the Parking Lot Hours. In addition, in the event the Owner reasonably requires the use of the Parking Lot during Parking Lot Hours, Owner shall provide written notice to the City at least 48 hours prior to the commencement of the required use. Such notice shall include the date(s) and time(s) that the Owner requires use of the Parking Lot during Parking Lot Hours. In such event, the City will provide temporary signage or other means of notification alerting the public that the Parking Lot or a portion thereof is not available for public parking, or the parties may mutually agree on an acceptable means of separation of such areas required for the Owner's use. Employees of Owner may park in the Parking Lot during all hours, including during Parking Lot Hours. Employees of Owner shall identify their vehicles by way of tag displayed from the vehicle rear view mirror, which is the method currently used by the Owner, so as to avoid citation, disablement and/or towing by the City of Owner's employees' vehicles. In the event that Owner's employees or visitors of Owner do not properly display their tags and such individuals receive a citation or their vehicles are disabled and/or towed, the City agrees to waive any fees associated with the citation, disablement and/or towing for such individuals.

6. Rent. The City shall not pay rent to Owner, but Owner agrees and acknowledges that performance of the City's obligations, including but not limited to maintenance and repair of the Parking Lot, constitute good and sufficient consideration supporting this Lease.

7. Enforcement. The City shall be solely responsible for enforcement of the Parking Lot Hours. For this purpose, the Parking Lot is considered a parking lot under the control of the City as provided in the Cedar Falls Code of Ordinances during the entire term of this Lease, including any extensions. Members of the public shall abide by all applicable parking rules and ordinances during Parking Lot Hours. The City may impose citations and/or disable and/or cause vehicles to be towed which are in violation of Parking Lot Hours or are in violation of other applicable ordinances.

8. Maintenance and Repair. On an annual basis beginning six months after the effective date of this Lease, the City and Owner shall inspect the Parking Lot and mutually determine what maintenance and repair of the Parking Lot is reasonably necessary. Such maintenance and repair may include, but not necessarily be limited to, striping of parking stalls, surface repair, maintenance and repair of signs installed by the City and maintenance and repair of any lighting installed by the City. The City is responsible for all such agreed upon maintenance and repair during the term of this Lease, including any extensions. The City's duty to maintain and repair the Parking Lot shall not include repair or replacement of the drainage system or drainage grates that are located in or under the Parking Lot. The City shall not make any permanent alterations, additions or improvements to the Parking Lot without the prior written consent of Owner. In addition, the City agrees to tow, at its expense, any vehicles that

do not belong to an employee or visitor of Owner that are in the Parking Lot outside of Parking Lot Hours.

9. Parking Lot Litter, Debris. The City shall keep the Parking Lot in a neat, clean and safe condition. The City shall furnish a trash receptacle to be placed in or near the Parking Lot, which will be emptied by the City, at its expense, twice per week, or more often if reasonably necessary.

10. Signs and Advertising. The City shall have the option in its sole discretion and at its sole expense to erect and install signs in or about the Parking Lot for directional, informational or enforcement purposes. Unless such signs are erected or installed in the public right-of-way, Owner shall approve the location of such signs. All such signs shall be removed by the City at the City's expense upon termination of this Lease. Signs currently located in or about the Parking Lot indicating that the Parking Lot is for the use of Viking Pump employees only shall be removed by the Owner at Owner's expense immediately upon the effective date of this Lease. The large concrete sign located on the south side of the Parking Lot, at the approximate east-west midpoint, shall not be removed. Notwithstanding the foregoing, Owner may use any signage it feels is necessary to indicate its company name.

11. Snow Removal. Owner shall be responsible for the removal of snow and ice from the Parking Lot as reasonably required, which shall include removal of snow and ice from the adjoining sidewalk and from the walkway connecting the Parking Lot to the sidewalk and street.

12. Indemnification. Except to the extent caused by Owner's or its employees', agents' or contractors' gross negligence or willful misconduct, the City shall indemnify, defend and hold harmless Owner and Owner's affiliates, employees, directors, officers and agents from and against all claims, loss, cost, damage and liability including, without limitation, reasonable attorney fees, resulting from, arising out of, related to or in connection with the City's breach of this Lease, the acts or omissions of the City or its officers, employees, elected and appointed officials or contractors, or any event or occurrence arising from or in any way related to this Lease or the use of the Parking Lot by the public. The City, as a material part of the consideration to Owner, hereby assumes all risk of damage to property or injury to person, upon or about the Parking Lot, arising from any cause whatsoever (by way of example and not limitation, caused by storm, fire, rain, flood, electricity or other casualty) and the City agrees that Owner shall not be liable for any such damage or injury and waives all claims in respect thereof against Owner. Nothing contained in this Lease or in this Paragraph shall be construed to create any obligation by either party to defend, hold harmless or indemnify any member of the public entering upon or using the Parking Lot. The provisions of this Paragraph shall survive the termination of this Lease.

13. No public dedication, Implied Rights or Recording. The Owner and the City acknowledge and agree that:

- a) Nothing contained in this Lease shall be deemed to constitute a dedication of any portion of the Parking Lot to the general public;

- b) Nothing contained in this Agreement shall be construed to create any rights in or for the benefit of any person not a party to this Lease or such parties' respective successors and assigns;
- c) No rights except those expressly set forth herein are implied by this Lease; and
- d) Neither this Lease nor a Memorandum of this Lease shall be recorded with the Black Hawk County Recorder.

14. Insurance Requirements. At all times during the term of this Lease, the City shall maintain, at the City's expense, commercial general liability insurance covering risks of bodily injury and property damage arising out of or related to use of or any occurrence in or about the Parking Lot, including contractual liability coverage, with limits of not less than \$2,000,000.00 per occurrence and \$5,000,000.00 aggregate. All insurance required to be carried under this Lease shall be provided by insurance companies licensed to do business in the State of Iowa of commercially reasonable financial size and rating. The City agrees to provide Owner with certificates evidencing any required insurance upon request and will name Owner and Owner's affiliates, employees, directors, officers and agents as Additional Insureds on a primary and non-contributory basis. Nothing in this Lease authorizes or permits any insurer of the City to be subrogated to any right of the City against Owner arising under this Lease, and the City hereby releases Owner to the extent of any perils insured against or under the insurance required by this Lease (whether or not such insurance has actually been secured).

15. Property taxes, Assessments. Owner shall be responsible for all property taxes and all assessments related to the Parking Lot.

16. Assignment. Neither party may assign this Lease without the prior written consent of the other party. The City may not sublease the Parking Lot without the prior written consent of Owner.

17. Default and Remedies. If the City fails to perform any obligation under this Lease following notice and a reasonable opportunity to cure, Owner may elect to terminate this Lease by notice to the City or exercise any other right or remedy available to Owner at law or in equity. All remedies shall be cumulative, and the exercise of any one remedy shall not preclude the exercise of any other remedy.

18. Termination. Either party may terminate this Lease by providing at least ninety (90) days prior written notice to the other party. Upon termination of this Lease the City shall promptly remove all signs erected or constructed on or about the Parking Lot and complete all necessary agreed upon maintenance and repairs.

19. Notices. All notices, demands and consents called for in this Lease shall be in writing and shall be deemed given and received: (a) on the day of delivery if hand delivered or sent by confirmed email; (b) on the first business day after deposit if sent by Express Mail or a national courier service (e.g., Federal Express, UPS) for next day delivery confirmed in writing, or (c) on the third business day after deposit if sent by pre-paid United States Mail, registered or certified mail, return receipt requested. Notices to the parties shall be sent to the following

addresses, which may be changed at any time or from time to time by notice given in accordance with this Paragraph:

OWNER:
Viking Pump, Inc.
406 State Street
Cedar Falls, IA 50613
Email: Aeastman@idexcorp.com

CITY:
City Clerk
City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613
Email: Jacqueline.Danielsen@cedarfalls.com

21. Severability. In the event that any provision of this Lease is determined to be legally invalid, the parties agree that the validity of all other provisions of this Lease shall not be affected, and may be enforced to the fullest extent allowed by law.

22. Entire Agreement; Amendment. This Lease sets forth the entire agreement of the parties related to the subject matter and there are no promises or understandings between the parties except as set forth herein. This Lease may be modified in writing only, signed by the parties, and approved by the City Council of the City.

23. No Waiver. No failure or delay by either party to exercise a right or remedy available in this Lease or otherwise available under the law shall constitute a waiver of such right or remedy, or any other right or remedy, or constitute a waiver of any obligation of the other party to perform strictly in accordance with the terms of this Lease, unless such waiver is expressed in writing and signed by the party to be bound.

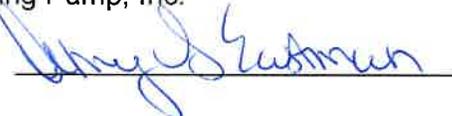
24. Binding Effect. This Lease shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, subject to Paragraph 16 above.

25. Choice of Law. This Lease shall be governed by and construed and interpreted in accordance with the laws of the State of Iowa.

26. Limitation of Liability. Owner shall not be responsible to the City for any consequential, indirect, incidental, special or punitive damages of any kind, including, but not limited to, lost profits, downtime, loss of business and from any claim, action or cause whatsoever arising out of or in any way connected with this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date set forth at the beginning of this Lease.

Viking Pump, Inc.

By: 

Its: Director of Human Resources

City of Cedar Falls, Iowa

Attest:

James P. Brown, Mayor

Jacqueline Danielsen, MMC, City Clerk

EXHIBIT A





CEDAR FALLS DEPARTMENT OF PUBLIC SAFETY SERVICES

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

319-273-8612

MEMORANDUM

To: Mayor and City Council
From: Jeff Olson, Public Safety Director/Chief of Police
Date: August 6, 2019
Re: 2019-2020 Edward Byrne JAG Grant

Attached is the 2019-2020 Edward Byrne JAG Grant Memorandum of Understanding (MOU) with Waterloo and Black Hawk County. The JAG Grant provides funding to the Tri-County Drug Task Force in which we are a member. This MOU allows for the distribution of these funds to the three entities. The total grant amount is \$58,997 of which Cedar Falls will receive \$11,820.90. These funds are used to support the task force of which a portion of these funds reimburse Cedar Falls for payroll expenses.

I recommend approval of this agreement.

MEMORANDUM OF UNDERSTANDING

Between

City of Waterloo

City of Cedar Falls and

Black Hawk County, Iowa

This Agreement is made and entered into this 7th day of August 2019 by and between City of Waterloo, Iowa, City of Cedar Falls, Iowa, and Black Hawk County, Iowa.

1. Funds have been allocated by the 2019-2020 Edward Byrne Memorial Justice Assistance Grant (JAG) Program, Local Solicitation for the cities of Waterloo, Cedar Falls and the County of Black Hawk in the amount of Fifty eight Thousand nine hundred and ninety seven dollars. (\$58,997.00) It is mutually agreed that Waterloo Police Chief Daniel Trelka, Cedar Falls Director of Public Safety Jeff Olson, and Black Hawk County Sheriff Tony Thompson have been designated as representatives for their respective governing bodies.
2. All parties agree that the JAG Grant will be used for narcotics enforcement, gun violence, gang activity, other criminal activity and the investigation and prosecution of criminal cases. The funds shall be allocated as follows:
 - A. Thirty five thousand three hundred fifty five dollars and twenty cents (\$35,355.20) for personnel costs for the Waterloo Police Department. Twenty one thousand three hundred ninety dollars and twenty cents (\$21,390.20) will be used to pay salary and benefits not funded through the 2019-2020 State of Iowa Byrne Justice Assistance Grant.
 - B. Eleven thousand eight hundred twenty dollars and ninety cents (\$11,820.90) for personnel costs for the Cedar Falls Police Department. Six thousand five hundred seventy dollars and ninety (\$6,570.90) of this will be used to pay salary and benefits not funded through the 2019-2020 State of Iowa Byrne Justice Assistance Grant.
 - C. Eleven thousand eight hundred twenty dollars and ninety cents (\$11,820.90) for personnel costs for the Black Hawk County Sheriff's Department. Six thousand five hundred seventy dollars and ninety (\$6,570.90) of this will be used to pay salary and benefits not funded through the 2019-2020 State of Iowa Byrne Justice Assistance Grant.
3. All parties hereto agree that the Waterloo Police Department shall be the administrator for this Grant and that said Department will follow generally accepted accounting principles to appropriately record revenue and expenses for this grant.
4. All parties to this Agreement agree that they will follow the regulations for the receipt and administration of these funds promulgated by the Justice Assistance Grant administrators.
5. Nothing in the performance of this Agreement shall impose any liability for claims against Black Hawk County other than claims for which liability may be imposed by the Iowa State Tort Claims Act.
6. Nothing in the performance of this Agreement shall impose any liability for claims against the City of Waterloo or the City of Cedar Falls other than claims for which liability may be imposed by the Municipal Tort Claims Act.

- 7. Each party to this Agreement shall be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by any other party.
- 8. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.
- 9. By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.



Daniel J. Trejka
Chief of Police
City of Waterloo, Iowa

Jeff Olson
Director of Public Safety
City of Cedar Falls, Iowa



Tony Thompson
Black Hawk County Sherriff
Black Hawk County, Iowa



MEMORANDUM

ADMINISTRATION DIVISION
2200 TECHNOLOGY PKWY
CEDAR FALLS, IOWA 50613
319-273-8629
FAX 319-273-8632

OPERATIONS &
MAINTENANCE DIVISION
2200 TECHNOLOGY PKWY
319-273-8629
FAX 319-273-8632

TO: Honorable James P. Brown and City Council
FROM: Brian Heath, O/M Division Manager *Brian*
DATE: August 14, 2019
SUBJECT: Ash Tree Removal Project

On August 12, 2019 at 2:00 p.m. bids were opened for services to remove seventeen (17) large ash trees located in the City's right of way. These trees are being bid out separate from the City's removal program due to their large size and the potential need for large specialty equipment such as a crane for safe removal.

Bid packets were sent out to nine (9) area tree removal contractors with one (1) responsible bid submitted by Twin City Tree Service in the amount of \$65,000.00.

Public Works is recommending accepting the bid and entering into a contract with Twin City Tree Service for the Ash Tree Removal Project. \$50,000.00 has been allocated in the Capital Improvements Program for FY20 and will be funded from Hotel/Motel Tax. The remaining \$15,000.00 will be funded from the Park Section Operating Budget.

Please feel free to contact me if you have questions.

CC: Chase Schrage, Director of Public Works

Att.



DEPARTMENT OF PUBLIC WORKS

**PLANS AND SPECIFICATIONS
FOR
ASH TREE REMOVAL SERVICES
CEDAR FALLS, IOWA**

AUGUST 2019

MINIMUM REQUIREMENTS FOR ASH TREE REMOVALS

1. Scope

- A. The work described herein shall consist of the minimum requirements for providing ASH TREE REMOVALS for the City of Cedar Falls. All work shall be in accordance with these Requirements and all provisions of the Proposal document.
- B. This project includes removals of large ash trees located in various areas of the City's right-of- way in Cedar Falls, Iowa. All work is on City owned property.

2. Summary of Work

- A. The Contractor shall furnish all equipment and labor to perform the removal operations in accordance with the proposal requirements.
- B. The Contractor is responsible for providing proper traffic and pedestrian control at each location. Traffic control shall be placed according to the MUTCD for residential street closures.
- C. All tree work shall include removal of all portions of the tree. Branches, leaves, twigs, sawdust, wood chips and large wood. Trunks shall be cut to within six (6) inches of the ground.
- D. Tree debris shall not be left obstructing sidewalks or streets unless appropriately barricaded. All streets and sidewalks must be open at the end of each work day. Manageable size wood can be left on the right-of- way over night for residential collection.
- E. Hours of work will be left to the discretion of the Contractor. However, no work will begin before 7:00 a.m. and will conclude prior to 7:00 p.m. each day. No work shall be performed on Sundays and holidays.
- F. Contractor shall be responsible to repair of any damage of paved surfaces and turf incurred by felled trees and/or equipment as a result of removal operations.
- G. All work shall be performed to the satisfaction of the City's Park Section Supervisor or his designee

3. Quantity

- A. The City has estimated the quantity of trees for bidding purposes to be 17 trees (See attached list for locations)

5. Basis of Payment

- A. All trees shall be bid on a lump sum basis.
- B. Payment will be made within 30 days of City receiving invoice after completion of all work.
- C. Wear items and equipment parts that may be needed or replaced shall be considered incidental to the project.

6. Insurance Requirements

- A. See attached "Exhibit A" Insurance Requirement Documents

7. Working Days

- A. The completion date for this project shall be no later than January 1, 2020.

ASH TREE REMOVAL SERVICES
INFORMAL PROJECT CONTRACT
CITY OF CEDAR FALLS

Contractor: Twin City Tree Service, LLC

Address of Contractor: 751 W Donald St Waterloo, Ia 50703

The undersigned Contractor, having examined and determined the scope of the contract documents, hereby proposes to provide the required labor, services, materials and equipment and to perform the Project as described in the attached contract documents, and to do all work at the listed prices.

We further propose to do all "Extra Work" which may be required to complete the work contemplated, at unit prices or lump sums to be agreed upon in writing prior to starting such work.

ITEM	UNIT	RATE
1. Ash Tree Removals	Lump Sum	\$ 65,000. ⁰⁰

The names of those persons, firms, companies or other parties with whom we intend to enter into a subcontract, together with the type of subcontracted work and approximate dollar amount of the subcontract, are as follows:

NOTE: All subcontractors are subject to approval by the City.

The undersigned Contractor certifies that this proposal is made in good faith, and without collusion or connection with any other person or persons bidding on the work.

The undersigned Contractor states that this proposal is made in conformity with the Contract Documents and agrees that, in the event of any discrepancies or differences between any conditions of this proposal and the Contract Documents prepared by the City of Cedar Falls, the more specific shall prevail.

FIRM: Twin City Tree Service, LLC
 By: Brad Thomas
 Title: owner
 Signature: Brad Thomas
 Business Address: 751 West Donald St
Waterloo, Ia 50703
 Work Phone Number(s): 319-233-2033
 Name of Contact Person: Brad Thomas

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work subject to the conditions and specifications of this document.

By: _____
James P. Brown, Mayor

Date: _____

Attest: _____
Jacqueline Danielsen, MMC
City Clerk

ASH TREE LOCATIONS

1. 409 W. 7TH Street
2. 703 Bluff Street
3. 614 Tremont Street
4. 921 W. 9th Street
5. 1006 W. 9th Street
6. 1010 W. 9th Street
7. 1609 Olive Street
8. 1614 Olive Street (2 trees at this location)
9. 1616 Olive Street
10. 523 W. 14th Street
11. 915 Iowa Street
12. 1315 Iowa Street
13. 2503 Iowa Street
14. 710 Seerley Blvd.
15. 1422 Franklin Street
16. 2020 Walnut Street

17 Trees Total

Exhibit A

Original 12/13/2011
Revision 01/31/2017

**INSURANCE REQUIREMENTS FOR
CONTRACTORS FOR THE CITY OF CEDAR FALLS**

*** This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term "contractor" as used in this document shall be defined as the general contractor, artisan contractor, or design contractor that will be performing work for the City of Cedar Falls under contract.

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. All Certificates of Insurance required hereunder shall include the Cancellation & Material Change Endorsement. A copy of this endorsement is attached in Exhibit 1.
3. Contractor shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required in Exhibit 1. Such Certificates shall include copies of the following endorsements:
 - a) Commercial General Liability policy is primary and non-contributing
 - b) Commercial General Liability additional insured endorsement – See Exhibit 1
 - c) Governmental Immunities Endorsement – See Exhibit 1

Twin City The Source Inc @ gmail . com

Copies of additional insured endorsements, executed by an authorized representative from an Insurer duly licensed to transact business at the location of the jobsite, must be provided prior to the first payment.

Contractor shall, upon request by the City, provide Certificates of Insurance for all subcontractors and sub-sub contractors who perform work or services pursuant to the provisions of this contract.

4. Each certificate shall be submitted to the City of Cedar Falls.
5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

6. Failure of the Contractor to maintain the required insurance shall constitute a default under this Contract, and at City's option, shall allow City to terminate this Contract for cause and/or purchase said insurance at Contractor's expense.

7. Contractor shall be required to carry the following minimum coverage/limits or greater, if required by law or other legal agreement; as per Exhibit 1:

- This coverage shall be written on an occurrence, not claims made form. Form CG 25 03 03 97 "Designated Construction Project(s) General Aggregate Limit" shall be included. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.
- Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the Work to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
- Governmental Immunity endorsement identical or equivalent to form attached.
- Additional Insured Requirement – See Exhibit 1.
The City of Cedar Falls, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers shall be named as an additional insured on General Liability Policies for all classes of contractors.

Contractors shall include coverage for the City of Cedar Falls as an additional insured including ongoing and completed operations coverage equivalent to: ISO CG 20 10 07 04* and ISO CG 20 37 07 04**

* ISO CG 20 10 07 04 "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization"

** ISO CG 20 37 07 04 "Additional Insured – Owners, Lessees or Contractors – Completed Operations"

8. Errors & Omissions: If the contract's scope of services includes design work or other professional services, then Contractor shall maintain insurance coverage for errors, omissions and other wrongful acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. Contractor shall maintain continuous Errors & Omissions coverage for a period commencing no later than the date of the contract, and

continuing for a period of no less than 2 years from the date of completion of all work completed or services performed under the contract. The limit of liability shall not be less than \$1,000,000.

9. Separation of Insured's Provision: If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

10. Limits: By requiring the insurance as set out in this Contract, City does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities provided to City in this Contract. The City will have the right at any time to require liability insurance greater than that otherwise specified in Exhibit 1. If required, the additional premium or premiums payable shall be added to the bid price.

11. Performance and Payment Bonds: The City shall have the right to require the Contractor to furnish performance and payment bonds for the full amount of the Contract price. The Contractor shall furnish, by a surety and in a form satisfactory to the City, such bonds to the City, prior to the start of Contractor's Work, covering the performance of the Contractor and the payment of all obligations arising hereunder. The Contractor, upon receipt of the bonds and invoice from the surety, shall pay for the cost of said bonds. Additional bond premium costs due to modifications to the Contract, shall be included in the modification amount submitted by Contractor, and paid by Contractor.

12. Indemnification (Hold Harmless) Provision: To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages which may be asserted, claimed or recovered against or from the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damages, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to the provisions of this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor. It is the intention of the parties that the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa shall not be liable or in any way responsible for the injury, damage, liability, loss or expense incurred by the Contractor, its officers, employees, subcontractors, and others affiliated with the

Contractor due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the work and/or services performed by the Contractor pursuant to the provisions of this contract, except for and to the extent caused by the negligence of the City of Cedar Falls, Iowa.

The Contractor expressly assumes full responsibility for damages or injuries which may result to any person or property by reason of or in connection with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor, and agrees to pay the City of Cedar Falls, Iowa for all damages caused to the City of Cedar Falls, Iowa premises resulting from the work and/or services of the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor to the extent arising out of such errors, omissions or negligent acts.

The Contractor represents that its activities pursuant to the provisions of this contract will be performed and supervised by adequately trained and qualified personnel, and the Contractor will observe, and cause its officers, employees, subcontractors and others affiliated with the Contractor to observe all applicable safety rules.

13. **Waiver of Subrogation:** To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this contract or arising out of the work performed under this contract. The Contractor's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

Completion Checklist

- Certificate of Liability Insurance (2 pages)
- Designated Construction Project(s) General Aggregate Limit CG 25 03 03 97 (2 pages)
- Additional Insured CG 20 10 07 04
- Additional Insured CG 20 37 07 04
- Governmental Immunities Endorsement

EXHIBIT 1 – INSURANCE SCHEDULE

General Liability (Occurrence Form Only):

Commercial General Liability	
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

Automobile: *(Combined Single Limit)* \$1,000,000

If the Contractor does not own any vehicles, coverage is required on non-owned and hired vehicles.

Standard Workers Compensation

Statutory for Coverage A	
Employers Liability:	
Each Accident	\$ 500,000
Each Employee – Disease	\$ 500,000
Policy Limit – Disease	\$ 500,000

Umbrella: \$3,000,000

The Umbrella/Excess Insurance shall be written on a per occurrence basis and if the Umbrella/Excess is not written on a follow form basis it shall have the same endorsements as required of the primary policy(ies).

Errors & Omissions: \$1,000,000

**CITY OF CEDAR FALLS, IOWA
ADDITIONAL INSURED ENDORSEMENT**

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds, including ongoing operations CG 2010 07 04 or equivalent, and completed operations CG 2037 07 04 or equivalent. See Specimens.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

**GOVERNMENTAL IMMUNITIES ENDORSEMENT
(For use when including the City as an Additional Insured)**

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.
5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Cedar Falls, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached. Contractor agrees to furnish the City with 30 days advance written notice of cancellation, non-renewal, reduction in coverage and/or limits, and 10 days advance written notice of non-payment of premium.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 - 3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other
 - Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 - 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

CG 25 03 03 97

- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

Copyright, Insurance Services Office, Inc., 1996

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All terms and conditions of this policy apply unless modified by this endorsement.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at

the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

All terms and conditions of this policy apply unless modified by this endorsement.



MEMORANDUM

ADMINISTRATION DIVISION
2200 TECHNOLOGY PKWY
CEDAR FALLS, IOWA 50613
319-273-8629
FAX 319-273-8632

OPERATIONS &
MAINTENANCE DIVISION
2200 TECHNOLOGY PKWY
319-273-8629
FAX 319-273-8632

TO: Honorable Mayor James P. Brown and City Council
FROM: Brian Heath, O/M Division Manager 
DATE: August 12, 2019
SUBJECT: Refuse Equipment Purchase

Bids were received on August 12, 2019 for a day cab tractor that will be utilized by the refuse section for solid waste transfer station operations. This equipment is being replaced according to the Vehicle Replacement Program and will be funded from the Refuse Section FY20 budget.

Following is a summation of the bids that were received:

Truck Country of Cedar Rapids	\$89,299.00
Don's Truck Sales	\$89,578.00
Thompson Truck & Trailer Sales	\$103,390.00

After reviewing proposals, the bid from Truck Country of Cedar Rapids in the amount of \$89,299.00 did meet specifications and was the lowest bid received. \$70,000 was initially allocated in the budget for this particular unit. The remaining balance of \$19,299.00 will be funded from unexpended funds in the Refuse Capital Outlay.

It is the recommendation of Public Works Department to pass a resolution authorizing the expenditure of funds in accordance with the Accounting Policies and Procedures and Purchasing Manual for the purchase of said equipment from Truck Country of Cedar Rapids.

Please feel free to contact me if you have questions.

CC: Chase Schrage, Director of Public Works

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Terra Ray, Engineer Technician II

DATE: August 7, 2019

SUBJECT: 12th Street South Ditch Grading

The City of Cedar Falls is planning to reconstruct the ditch along 12th Street South. The project will require the acquisition of temporary easements along the corridor. Plans for the project shows the need for acquisitions from approximately six (6) properties.

We recommend that the Council approve and execute Parcel 1, 2, 3, 5 and 6 Temporary Easement Agreements.

xc: Chase Schrage, Director of Public Works
Stephanie Sheetz, Director of Community Development

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

OWNER'S TEMPORARY GRADING EASEMENT

This instrument (this "Agreement") is made this 17 day of May, 2014, by **Gregg A. Groen and Stephanie L. Pickett**, ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the **State of Iowa** ("Grantee").

WHEREAS, Grantor is the owner of certain real property identified as:

The North 10 feet in even width of Lot No. 13, "Wild Horse Ridge 2nd Addition" to the City of Cedar Falls, Black Hawk County, Iowa. Containing 1,530 sq. ft.

WHEREAS, the Grantee proposes to grade and shape within the Easement Area.

WHEREAS, the Grantor has agreed to grant to the Grantee, a temporary easement for construction for the purpose of grading and shaping, if applicable, upon the Easement Area, for \$1.00 and other valuable consideration duly paid and acknowledged. It is agreed the temporary easement granted herein shall terminate upon completion of the Project.

THEFORE, for the above consideration, the Grantor hereby grants unto the Grantee the easement and rights described herein, which easement and rights shall be binding upon the Grantor.

The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area covered by the easement only for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If, however the Grantee should abandon said easement or fail to use the same for a continuous period of one (1) year after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement crosses. Furthermore, unless resulting from the

exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of construction, reconstruction, maintenance, repair or replacement work.

Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Temporary Grading Easement Agreement. The provisions of this paragraph shall terminate upon completion of the Project. In addition, the Grantee, at Grantee's sole cost and expense, will restore the Easement Area to a condition as good as prior to it performing any such work. Furthermore, Grantee, at Grantee's sole cost and expense, shall repair any damage to the Easement Area and any portion of the Grantor's Property or any improvements located thereon, including, without limitation, any fences, drainage channels, and any other improvements, to the extent caused by the Grantee, its agents, employees, contractors, or subcontractors, or to the extent arising from any construction and/or maintenance performed by Grantee or from the Grantee's use of said easement.

Grantor's grant of easement is hereby made subject to any and all easements, restrictions and other conditions that are of record or which would be shown by an inspection of the property.

Grantor, for itself, its successors and assigns, does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) thirty-six (36) months following the execution of this Agreement; or (b) the date on which Grantee completes the project.

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.

Gregg A. Groen and Stephanie L. Pickett & Groen

By: Stephanie L. Pickett

By: Gregg A. Groen

State of IA)

County of Black Hawk)

This record was acknowledged before me on the 17 day of May, 2017, by Gregg A. Groen and Stephanie L. Pickett.

Signature of notarial officer Amy C Eggleston

Stamp



Title of Office Administrative Assistant

[My commission expires: May 11, 2021]

ACCEPTANCE OF EASEMENT

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

Dated this _____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

James P. Brown, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)
County of _____)

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

Notary Public in and for the State of Iowa

My Commission Expires: _____

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

OWNER'S TEMPORARY GRADING EASEMENT

This instrument (this "Agreement") is made this _____ day of _____, 20___, by **Nancy McCord**, ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the **State of Iowa** ("Grantee").

WHEREAS, Grantor is the owner of certain real property identified as:

The North 10 feet in even width of Lot No. 8, "Wild Horse Ridge 2nd Addition" to the City of Cedar Falls, Black Hawk County, Iowa. Containing 1,740 sq. ft.

WHEREAS, the Grantee proposes to grade and shape within the Easement Area.

WHEREAS, the Grantor has agreed to grant to the Grantee, a temporary easement for construction for the purpose of grading and shaping, if applicable, upon the Easement Area, for \$1.00 and other valuable consideration duly paid and acknowledged. It is agreed the temporary easement granted herein shall terminate upon completion of the Project.

THEFORE, for the above consideration, the Grantor hereby grants unto the Grantee the easement and rights described herein, which easement and rights shall be binding upon the Grantor.

The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area covered by the easement only for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If, however the Grantee should abandon said easement or fail to use the same for a continuous period of one (1) year after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement crosses. Furthermore, unless resulting from the

exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of construction, reconstruction, maintenance, repair or replacement work.

Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Temporary Grading Easement Agreement. The provisions of this paragraph shall terminate upon completion of the Project. In addition, the Grantee, at Grantee's sole cost and expense, will restore the Easement Area to a condition as good as prior to it performing any such work. Furthermore, Grantee, at Grantee's sole cost and expense, shall repair any damage to the Easement Area and any portion of the Grantor's Property or any improvements located thereon, including, without limitation, any fences, drainage channels, and any other improvements, to the extent caused by the Grantee, its agents, employees, contractors, or subcontractors, or to the extent arising from any construction and/or maintenance performed by Grantee or from the Grantee's use of said easement.

Grantor's grant of easement is hereby made subject to any and all easements, restrictions and other conditions that are of record or which would be shown by an inspection of the property.

Grantor, for itself, its successors and assigns, does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) thirty-six (36) months following the execution of this Agreement; or (b) the date on which Grantee completes the project.

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.

Nancy McCord

By:

Nancy McCord

State of Iowa)

County of Brown Hawk)

This record was acknowledged before me on the 2nd day of May, 2019, by Nancy McCord.

Terra Ray
Signature of notarial officer

Stamp

[Title of Office]

[My commission expires: 1-23-21]



ACCEPTANCE OF EASEMENT

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

Dated this _____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

James P. Brown, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

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

Notary Public in and for the State of Iowa

My Commission Expires: _____

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

OWNER'S TEMPORARY GRADING EASEMENT

This instrument (this "Agreement") is made this _____ day of _____, 20____, by **Jacob Weaver and Kimberly Weaver**, ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee").

WHEREAS, Grantor is the owner of certain real property identified as:

The North 10 feet in even width of Lot No. 11, "Wild Horse Ridge 2nd Addition" to the City of Cedar Falls, Black Hawk County, Iowa. Containing 800 sq. ft.

WHEREAS, the Grantee proposes to grade and shape within the Easement Area.

WHEREAS, the Grantor has agreed to grant to the Grantee, a temporary easement for construction for the purpose of grading and shaping, if applicable, upon the Easement Area, for \$1.00 and other valuable consideration duly paid and acknowledged. It is agreed the temporary easement granted herein shall terminate upon completion of the Project.

THEFORE, for the above consideration, the Grantor hereby grants unto the Grantee the easement and rights described herein, which easement and rights shall be binding upon the Grantor.

The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area covered by the easement only for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If, however the Grantee should abandon said easement or fail to use the same for a continuous period of one (1) year after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement crosses. Furthermore, unless resulting from the

exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of construction, reconstruction, maintenance, repair or replacement work.

Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Temporary Grading Easement Agreement. The provisions of this paragraph shall terminate upon completion of the Project. In addition, the Grantee, at Grantee's sole cost and expense, will restore the Easement Area to a condition as good as prior to it performing any such work. Furthermore, Grantee, at Grantee's sole cost and expense, shall repair any damage to the Easement Area and any portion of the Grantor's Property or any improvements located thereon, including, without limitation, any fences, drainage channels, and any other improvements, to the extent caused by the Grantee, its agents, employees, contractors, or subcontractors, or to the extent arising from any construction and/or maintenance performed by Grantee or from the Grantee's use of said easement.

Grantor's grant of easement is hereby made subject to any and all easements, restrictions and other conditions that are of record or which would be shown by an inspection of the property.

Grantor, for itself, its successors and assigns, does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) thirty-six (36) months following the execution of this Agreement; or (b) the date on which Grantee completes the project.

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.

Jacob Weaver and Kimberly Weaver

By:

Kim Weaver

By:

State of Iowa)

County of Boscawen)

This record was acknowledged before me on the 2nd day of May, 2019, by Jacob Weaver and Kimberly Weaver.

Signature of notarial officer Terra Ray

Stamp

Title of Office _____]

[My commission expires: 1-23-21]



ACCEPTANCE OF EASEMENT

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

Dated this _____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

James P. Brown, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

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

Notary Public in and for the State of Iowa

My Commission Expires: _____

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

OWNER'S TEMPORARY GRADING EASEMENT

This instrument (this "Agreement") is made this 9th day of MAY, 2019, by **Dennis K. Petersen and Marlene A. Petersen**, ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the **State of Iowa** ("Grantee").

WHEREAS, Grantor is the owner of certain real property identified as:

The North 2 feet in even width of Lot No. 9, "Wild Horse Ridge 2nd Addition" to the City of Cedar Falls, Black Hawk County, Iowa. Containing 280 sq. ft.

WHEREAS, the Grantee proposes to grade and shape within the Easement Area.

WHEREAS, the Grantor has agreed to grant to the Grantee, a temporary easement for construction for the purpose of grading and shaping, if applicable, upon the Easement Area, for \$1.00 and other valuable consideration duly paid and acknowledged. It is agreed the temporary easement granted herein shall terminate upon completion of the Project.

THEFORE, for the above consideration, the Grantor hereby grants unto the Grantee the easement and rights described herein, which easement and rights shall be binding upon the Grantor.

The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area covered by the easement only for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If, however the Grantee should abandon said easement or fail to use the same for a continuous period of one (1) year after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement crosses. Furthermore, unless resulting from the

exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of construction, reconstruction, maintenance, repair or replacement work.

Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Temporary Grading Easement Agreement. The provisions of this paragraph shall terminate upon completion of the Project. In addition, the Grantee, at Grantee's sole cost and expense, will restore the Easement Area to a condition as good as prior to it performing any such work. Furthermore, Grantee, at Grantee's sole cost and expense, shall repair any damage to the Easement Area and any portion of the Grantor's Property or any improvements located thereon, including, without limitation, any fences, drainage channels, and any other improvements, to the extent caused by the Grantee, its agents, employees, contractors, or subcontractors, or to the extent arising from any construction and/or maintenance performed by Grantee or from the Grantee's use of said easement.

Grantor's grant of easement is hereby made subject to any and all easements, restrictions and other conditions that are of record or which would be shown by an inspection of the property.

Grantor, for itself, its successors and assigns, does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) thirty-six (36) months following the execution of this Agreement; or (b) the date on which Grantee completes the project.

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.

Dennis K. Petersen and
Marlene A. Petersen

By: *Dennis K Petersen*

By: *Marlene A. Petersen*

State of IOWA)

County of BLACK HAWK)

This record was acknowledged before me on the 9TH day of MAY ,
 2019 , by Dennis K. Petersen and Marlene A. Petersen.

Sarah Lange
Signature of notarial officer



 NOTARY PUBLIC
Title of Office

[My commission expires: April 25th, 2023]

ACCEPTANCE OF EASEMENT

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

Dated this _____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

James P. Brown, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

State of _____)

County of _____)

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

Notary Public in and for the State of Iowa

My Commission Expires: _____

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

OWNER'S TEMPORARY GRADING EASEMENT

This instrument (this "Agreement") is made this _____ day of _____, 20____, by **Mark W. Brizman and Loretta M. Powell**, ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the **State of Iowa** ("Grantee").

WHEREAS, Grantor is the owner of certain real property identified as:

The North 10 feet in even width of Lot No. 12 "Wild Horse Ridge 2nd Addition" to the City of Cedar Falls, Black Hawk County, Iowa. Containing 1,400 sq. ft.

WHEREAS, the Grantee proposes to grade and shape within the Easement Area.

WHEREAS, the Grantor has agreed to grant to the Grantee, a temporary easement for construction for the purpose of grading and shaping, if applicable, upon the Easement Area, for \$1.00 and other valuable consideration duly paid and acknowledged. It is agreed the temporary easement granted herein shall terminate upon completion of the Project.

THEFORE, for the above consideration, the Grantor hereby grants unto the Grantee the easement and rights described herein, which easement and rights shall be binding upon the Grantor.

The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area covered by the easement only for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If, however the Grantee should abandon said easement or fail to use the same for a continuous period of one (1) year after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement crosses. Furthermore, unless resulting from the

exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of construction, reconstruction, maintenance, repair or replacement work.

Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Temporary Grading Easement Agreement. The provisions of this paragraph shall terminate upon completion of the Project. In addition, the Grantee, at Grantee's sole cost and expense, will restore the Easement Area to a condition as good as prior to it performing any such work. Furthermore, Grantee, at Grantee's sole cost and expense, shall repair any damage to the Easement Area and any portion of the Grantor's Property or any improvements located thereon, including, without limitation, any fences, drainage channels, and any other improvements, to the extent caused by the Grantee, its agents, employees, contractors, or subcontractors, or to the extent arising from any construction and/or maintenance performed by Grantee or from the Grantee's use of said easement.

Grantor's grant of easement is hereby made subject to any and all easements, restrictions and other conditions that are of record or which would be shown by an inspection of the property.

Grantor, for itself, its successors and assigns, does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.

This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) thirty-six (36) months following the execution of this Agreement; or (b) the date on which Grantee completes the project.

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.

Mark W. Britzman and Loretta M. Powell

By:

Mark Britzman

By:

Loretta Britzman

State of

Iowa

)

County of

Brown Hawk

)

This record was acknowledged before me on the 20th day of May, 2019, by Mark W. Britzman and Loretta M. Powell.

Signature of notarial officer

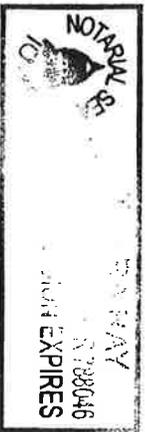
Terra Ray

Stamp

[_____]

Title of Office

[My commission expires: 1-23-21]



ACCEPTANCE OF EASEMENT

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

Dated this _____ day of _____, 20__.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

James P. Brown, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

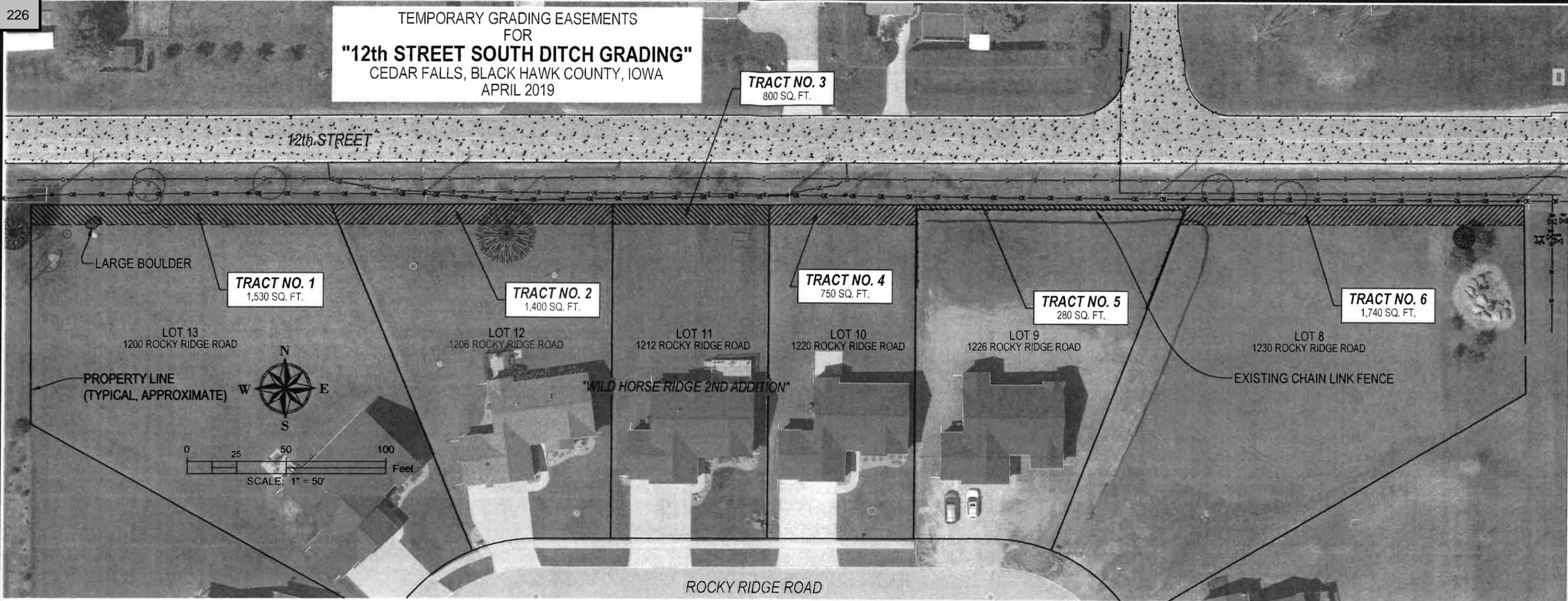
State of _____)
County of _____)

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

Notary Public in and for the State of Iowa

My Commission Expires: _____

TEMPORARY GRADING EASEMENTS
FOR
"12th STREET SOUTH DITCH GRADING"
CEDAR FALLS, BLACK HAWK COUNTY, IOWA
APRIL 2019



TRACK NO. 1
The North 10 feet in even width of Lot No. 13, "Wild Horse Ridge 2nd Addition" to the City of Cedar Falls, Black Hawk County, Iowa. Containing 1,530 sq. ft.
Proprietors: Gregg A. Groen and Stephanie L. Pickett

TRACK NO. 2
The North 10 feet in even width of Lot No. 12, "Wild Horse Ridge 2nd Addition" to the City of Cedar Falls, Black Hawk County, Iowa. Containing 1,400 sq. ft.
Proprietors: Mark W. Britzman and Loretta M. Powell

TRACK NO. 3
The North 10 feet in even width of Lot No. 11, "Wild Horse Ridge 2nd Addition" to the City of Cedar Falls, Black Hawk County, Iowa. Containing 800 sq. ft.
Proprietors: Jacob Weaver and Kimberly Weaver

TRACK NO. 4
The North 10 feet in even width of Lot No. 10, "Wild Horse Ridge 2nd Addition" to the City of Cedar Falls, Black Hawk County, Iowa. Containing 750 sq. ft.
Proprietors: Scott R. Bohlmann and Lynda M. Bohlmann

TRACK NO. 5
The North 2 feet in even width of Lot No. 9, "Wild Horse Ridge 2nd Addition" to the City of Cedar Falls, Black Hawk County, Iowa. Containing 280 sq. ft.
Proprietors: Dennis K. Petersen and Marlene A. Petersen

TRACK NO. 6
The North 10 feet in even width of Lot No. 8, "Wild Horse Ridge 2nd Addition" to the City of Cedar Falls, Black Hawk County, Iowa. Containing 1,740 sq. ft.
Proprietors: Nancy McCord

DEPARTMENT OF COMMUNITY DEVELOPMENT
CEDAR FALLS ENGINEERING DIVISION
CITY of CEDAR FALLS, IOWA
220 CLAY ST.
CEDAR FALLS, IOWA
50613
(319) 273-8606
"OUR CITIZENS ARE OUR BUSINESS"



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.
Date: _____
Jeffrey P. Helland, L.S. Iowa License No. 16264
My license renewal date is December 31, 2019.
Pages or Sheets covered by this Seal: _____

DRAWN BY: JPH
DATE DRAWN: 04-26-19

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: August 15, 2019

SUBJECT: 2019 Sidewalk Assessment Project
Project No. SW-000-3164
Bid Opening

On Tuesday, August 13th, 2019 at 2:00 p.m., bids were received and opened for the 2019 Sidewalk Assessment Project. One (1) bid was received from Feldman Concrete of Dyersville, Iowa in the amount of \$155,170.41, which is 45% above the Engineer's Estimate of \$107,051.73. Attached is a bid tab for your reference.

The lack of bidders and the bid being above the Engineer's estimate is concerning; however, the Engineering Division feels it can be attributed to properties spaced over a wider area than in the 2018 Sidewalk Assessment Project. As a result of these findings, the Engineering Division recommends acceptance of this low bid from Feldman Concrete in the amount of \$155,170.41. On September 3rd, 2019, the Contract, Bonds and Insurance Certificate will be submitted for City Council approval.

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

xc: Chase Schrage, Director of Public Works

PROJECT BID TAB				CITY OF CEDAR FALLS ENGINEERING DIVISION			
PROJECT NAME: 2019 SIDEWALK ASSESSMENT PROJECT							
CITY PROJECT NUMBER: SW - 000 - 3164							
BID OPENING: AUGUST 13, 2019							
DEPARTMENT OF PUBLIC WORKS							
				ENGINEER'S ESTIMATE		⁽¹⁾ FELDMAN CONCRETE	
BID ITEM	DESCRIPTION	UNITS	EST. QUANTITY	UNIT PRICES	EXTENDED PRICES	UNIT PRICES	EXTENDED PRICES
1	REMOVE SIDEWALK, P.C.C.	S.Y.	1,980.90	\$6.00	\$11,885.40	\$20.25	\$40,113.23
2	SIDEWALK, P.C.C., CLASS "C", 4 INCH	S.Y.	1,795.40	\$40.00	\$71,816.00	\$47.25	\$84,832.65
3	SIDEWALK, P.C.C., CLASS "C", 6 INCH	S.Y.	185.50	\$45.00	\$8,347.50	\$51.75	\$9,599.63
4	TOPSOIL, FURNISH AND SPREAD	C.Y.	79.65	\$65.00	\$5,177.25	\$75.00	\$5,973.75
5	SEEDING, FERTILIZING AND MULCHING	S.F.	6,434.1	\$0.75	\$4,825.58	\$1.50	\$9,651.15
6	TRAFFIC CONTROL	L.S.	1.0	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
				TOTAL	\$107,051.73	TOTAL	\$155,170.41

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: August 15th, 2019

SUBJECT: Third Amendment to Maintenance and Repair Agreement
Post-Construction Stormwater Management Plan
Prairie Winds 4th Addition

The Post-Construction Stormwater Control Ordinance requires a formal maintenance and repair agreement for the stormwater management plan. The Maintenance and Repair Agreement will require the benefited property to undergo, at a minimum, an annual inspection and to maintain records of installation, maintenance and repair activities of the stormwater control devices. The agreement will also create an easement for the City to inspect and repair the stormwater control devices if the property owners fail or refuse to meet the requirements of the Maintenance and Repair Agreement. The Maintenance and Repair Agreement is attached for your review.

The Engineering Division has reviewed the stormwater management plan and Maintenance and Repair Agreement for Prairie Winds 4th Addition and finds it in accordance with City Code. The Engineering Division recommends the agreement be accepted by the City Council and recorded at the Black Hawk County Recorder's Office.

xc: Chase Schrage, Director of Public Works

Prepared By: Eric W. Johnson, P.O. Box 178, Waterloo, IA 50704-0178 (319)234-1766

After Recording Return To: Eric W. Johnson, P.O. Box 178, Waterloo, IA 50704-0178

**THIRD AMENDMENT TO
MAINTENANCE AND REPAIR AGREEMENT
AND PERMANENT EASEMENT**

This Third Amendment is made and entered into by and between Panther Farms, LLC (“Panther”) and the City of Cedar Falls, Iowa (“City”);

WHEREAS, the parties entered into a Maintenance and Repair Agreement and Permanent Easement which was filed December 30, 2013, as Document No. 2014-12925, which was amended by an Amendment to Maintenance and Repair Agreement and Permanent Easement filed November 12, 2014, as Document No. 2015-08198 in the office of the Black Hawk County Recorder, and further amended by a Second Amendment to Maintenance and Repair Agreement and Permanent Easement filed March 20, 2017, as Document No. 2017-16135 (collectively “Agreement”);

WHEREAS Agreement provided that additional real estate could be added to the Benefitted Property detailed on Exhibit C therein, upon prior written consent of the City;

WHEREAS Panther wishes to add additional real estate to Benefitted Property.

WHEREAS, the parties desire to set forth the terms and provisions of said Agreement as required by said Ordinance.

NOW, THEREFORE, IT IS AGREED by and between the parties as follows:

1. Exhibit C of Agreement shall be replaced with the Exhibit C attached hereto.
2. Except as specifically provided in this Third Amendment, the provisions of the Agreement shall remain unchanged and in full force and effect. In the event of a conflict between the Agreement and this Third Amendment, this Third Amendment shall control. Capitalized terms used but not defined herein shall have the meanings attributed to them in the Agreement.

IN WITNESS WHEREOF, the parties have hereinto subscribed their names to this Third Amendment.

Panther Farms, LLC

[Signature]

By: Brent Dahlstrom
Its: Manager

STATE OF IOWA)
) ss
COUNTY OF BLACK HAWK)

This record was acknowledged before me on this 14, day of AUGUST, 2019 by Brent Dahlstrom, as Manager of Panther Farms, LLC.

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



City of Cedar Falls, Iowa

By _____
James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, CMC, City Clerk

STATE OF IOWA)
) ss
COUNTY OF BLACK HAWK)

This record was acknowledged before me on this __, day of _____, 2019, by James P. Brown and Jacqueline Danielsen, as Mayor and CMC, City Clerk, respectively, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

EXHIBIT C

All real estate contained in the Final Plat of Prairie Winds 1st Addition, Prairie Winds 2nd Addition, Cedar Falls, Black Hawk County, Iowa, Prairie Winds 3rd Addition, Cedar Falls, Black Hawk County, Iowa, and Prairie Winds 4th Addition, City of Cedar Falls, Black Hawk County, Iowa.

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: August 15th, 2019

SUBJECT: Maintenance and Repair Agreement
Post-Construction Stormwater Management Plan
JC Enterprises, Inc. – 110 Lincoln Street

The Post-Construction Stormwater Control Ordinance requires a formal maintenance and repair agreement for the stormwater management plan. The Maintenance and Repair Agreement will require the benefited property to undergo, at a minimum, an annual inspection and to maintain records of installation, maintenance and repair activities of the stormwater control devices. The agreement will also create an easement for the City to inspect and repair the stormwater control devices if the property owners fail or refuse to meet the requirements of the Maintenance and Repair Agreement. The Maintenance and Repair Agreement is attached for your review.

The Engineering Division has reviewed the stormwater management plan and Maintenance and Repair Agreement for JC Enterprises, Inc. located at 110 Lincoln Street and finds it in accordance with City Code. The Engineering Division recommends the agreement be accepted by the City Council and recorded at the Black Hawk County Recorder's Office.

xc: Chase Schrage, Director of Public Works

Prepared by/ Return to: Fehr Graham 200 5th Avenue SE, Suite 100, Cedar Rapids, Iowa 52401

STORM WATER MAINTENANCE AND REPAIR AGREEMENT

This Agreement is made and entered into by and between **(JC Enterprises, Inc)**, (hereinafter "Owner") and the City of Cedar Falls, Iowa (hereinafter "City"), on the 24th day of July, 2019.

WHEREAS, Owner owns land in the City legally described on Exhibit A attached, that has been developed or will be developed by Owner (hereinafter "Benefited Property"); and

WHEREAS, the City acknowledges that a Storm Water Management Plan as required by Section 27-403 of the City's Code of Ordinances (hereinafter "Plan") has been submitted to and approved by the City; and

WHEREAS, said Plan includes construction of storm water management facilities on Owner's land; and

WHEREAS, a Maintenance and Repair Agreement related to such storm water management facilities which complies with Section 27-408 of the City's Code of Ordinances is required; and

WHEREAS, Owner acknowledges that all of the Benefited Property will benefit from the storm water management facilities; and

WHEREAS, the parties have reached agreement on the terms and conditions of these matters and now desire to set forth their agreement in writing.

NOW, THEREFORE it is mutually agreed by the parties as follows:

1. Owner shall construct at Owner's cost storm water management facilities in compliance with Section 27-408 of the City's Code of Ordinances as set forth in the Plan submitted by Owner (hereinafter "Facilities").

2. Such Facilities shall be constructed as depicted on Exhibit B attached. Any change to the composition of or size, shape or location of the Facilities must be approved by the City.

3. Owner shall be responsible for the inspection, operation, maintenance and repair of the Facilities, and shall make records of the installation, inspections, maintenance and repairs, and shall retain such records for at least twenty-five (25) years or until the Facilities or any portion thereof has been reconstructed. These records shall be made available to the City during any City inspection, and shall be submitted to the City at other reasonable times upon request. Nothing in these record keeping requirements shall be construed to limit in any way the Owner's responsibility to inspect, maintain and repair the Facilities.

a) Owner agrees to comply with the Detention Basin Operation and Maintenance Plan for the Facilities attached as Exhibit C and incorporated herein.

b) Owner agrees to comply with the Maintenance and Inspection Schedule for Storm Water Detention System for the Facilities attached as Exhibit D and incorporated herein.

4. Owner may construct at Owner's cost additional storm water management facilities on the Benefited Properties, upon the written consent of the City, in which case the duties and responsibilities of inspection, operation, maintenance, repair, and record keeping stated in this Agreement shall apply to such additional storm water management facilities.

5. If Owner fails or refuses to meet the requirements of this Agreement, the City, after notice as provided herein, may correct a violation or non-compliance by performing or causing to be performed all necessary work to place the Facilities in proper working condition. If the Facilities are not a danger to public safety or public health, the Owner shall be provided with reasonable notice to correct the violation in a timely manner. In the event that the Facilities become a danger to public safety or public health, the City shall notify the Owner in writing that upon receipt of the notice, the Owner shall have two days or such additional time as circumstances may require to maintain and/or repair the Facilities. If the violations or non-compliance have not been corrected by the Owner in a timely manner, and the City performs or causes to be performed the work necessary to place the Facilities in proper working condition, the City may assess, jointly and severally, the cost of the work to the Owner, and to future owners of any portion of the Benefited Property, which cost shall be a lien on the Facilities and on the Benefited Property, and the City may assess the cost of the work to each separately owned portion of the Benefited Property in equal shares as a lien to be collected in the same manner as property taxes.

6. Owner agrees to utilize the forms attached hereto as Exhibit E with regard to inspection, maintenance and repair of the Facilities.

7. In consideration of approval by the City of the foregoing Agreement and attached Exhibits, Owner accepts the duties and responsibilities set forth herein which shall be covenants running with the land, and agrees that the same shall be binding upon and inure to the benefit of Owner and Owner's grantees, transferees, successors and assigns.

IN WITNESS WHEREOF, the City and the Owner have executed this Storm Water Facility Maintenance and Repair Agreement at Cedar Falls, Iowa, effective as of the date first stated above.

(JC Enterprises, Inc.)

By: James H. Cook
Printed Name & Title: James H. Cook, President

STATE OF Iowa)
COUNTY OF Black Hawk) SS

This instrument was acknowledged before me on the 24th day of July, 2019 by James H. Cook as President of (JC Enterprises, Inc.).



Jennifer Reints
Notary Public in and for the State of Iowa

City of Cedar Falls, Iowa

By: _____

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

STATE OF _____)
COUNTY OF _____) SS

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

Notary Public in and for the State of Iowa

EXHIBIT A

Legal Description:

A part of the Northeast Quarter of Section No. Twelve (12), Township No. Eighty-nine (89) North, Range No. Fourteen (14) West of the Fifth Principal Meridian, in Cedar Falls, Black Hawk County, Iowa, described as follows:

Beginning at the point of intersection of the West Line of Jefferson Street if extended and the North line of Lincoln Street; thence Southwesterly along said North line of Lincoln Street Two Hundred Seven and Fifty-nine Hundredths (207.59) feet to the point of beginning; thence continuing Southwesterly along said North line to the Easterly line of Main Street; thence Northeasterly along the Southeasterly line of Main Street One Hundred Twenty-eight (128) feet, more or less, to a point that is Ten (10) feet perpendicularly distant Southerly from the centerline of the house track of the Illinois Central Gulf Railroad Company; thence Easterly along a line that is parallel to and Ten (10) feet Southerly of said centerline of said house track to a point which lies Ninety-two and Fifty-seven Hundredths (92.57) feet Northwesterly of and normally distant from the North line of Lincoln Street at the point of beginning; thence Southeasterly to the point of beginning.

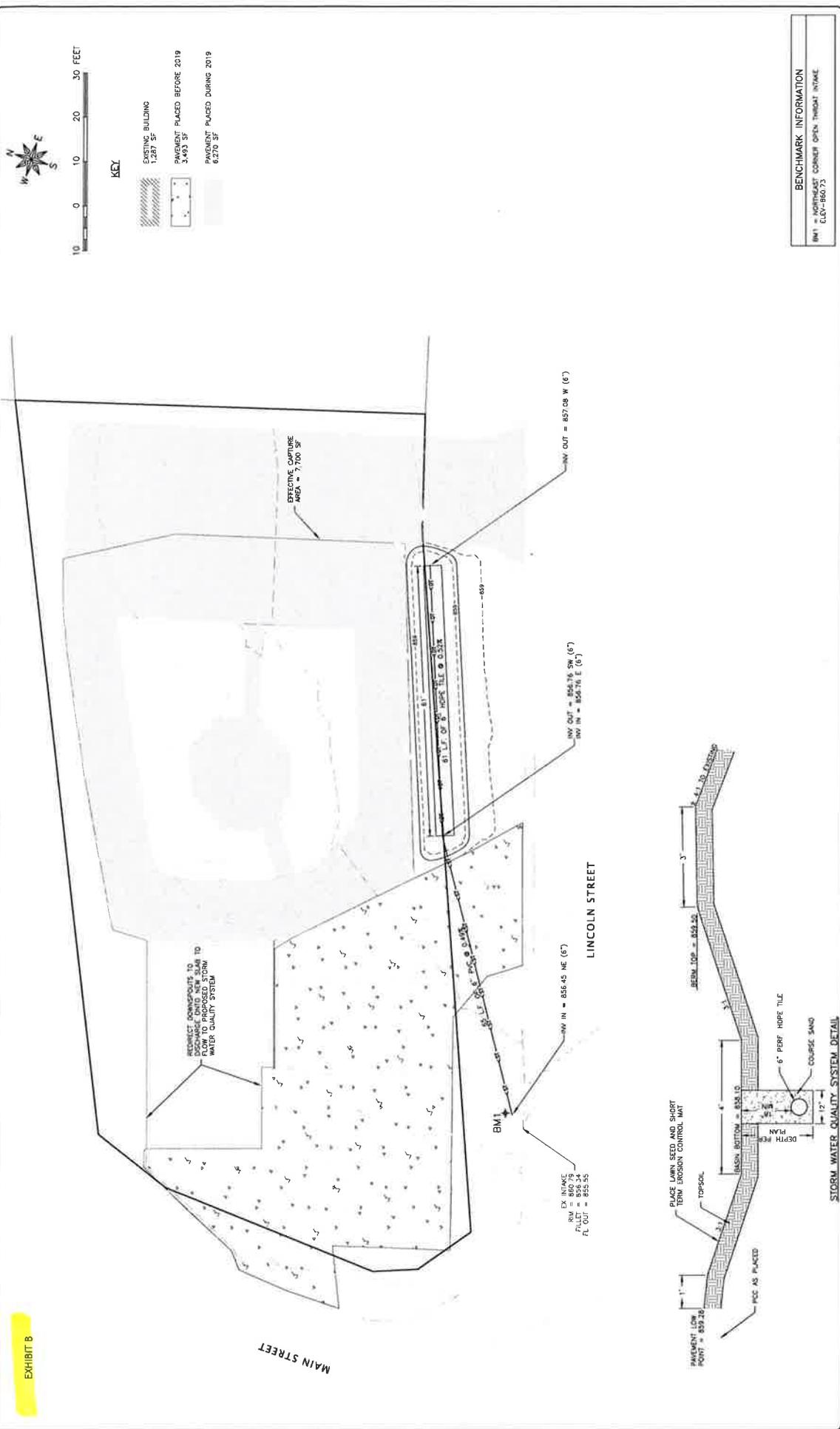


EXHIBIT B

KEY

EXISTING BUILDING
1,287 SF

PAVEMENT PLACED BEFORE 2019
3,493 SF

PAVEMENT PLACED DURING 2019
6,270 SF



BENCHMARK INFORMATION

BM1 = INTERSECT CORNER OPEN THROAT INTAKE
ELEV=860.73

JOB NUMBER	19-522
SHEET NUMBER	C-03

REV. NO.	REVISIONS	DATE

DRAWN BY: AJB
DATE: 7-2-2019
SCALE: AS NOTED

PROJECT AND LOCATION
CEDAR CITY CREAMERY - STORM
WATER INFRASTRUCTURE
CEDAR FALLS, IOWA

OWNER/DESIGNER
JC ENTERPRISES, INC.
6737 MAXFIELD ROAD
CEDAR FALLS, IOWA 50613

ILLINOIS
IOWA
WISCONSIN

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

Exhibit C

Detention Basin Operation and Maintenance Manual

Inspection activities shall be performed as follows: Any problems that are found shall be repaired immediately.

<i>BMP element:</i>	<i>Potential problem:</i>	<i>How I will remediate the problem:</i>
<i>The entire BMP</i>	Trash/debris is present	Remove the trash/debris.
<i>The perimeter of the detention basin</i>	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application.
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately four inches.
<i>The inlet device: or swale</i>	The pipe is clogged.	Unclog the pipe. Dispose of the sediment off-site/ replace sand filter
	The pipe is cracked or otherwise damaged.	Replace the pipe.
	Erosion is occurring in the swale.	Regrade the swale if necessary to smooth it over and provide erosion control devices such as reinforced turf matting or riprap to future problems with erosion.
<i>The forebay (NA—The site does not contain a forebay)</i>	Sediment has accumulated to a depth greater than the original design sediment storage depth	Search for the source and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Erosion has occurred.	Provide additional erosion control protection such as reinforced turf matting or riprap to future problems with erosion.
	Weeds are present.	Remove weeds, preferably by hand. If pesticide is used, wipe it on plants rather than spray.
<i>The main detention area</i>	Sediment has accumulated to a depth greater than the original design sediment storage depth	Search for the source and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	ground vegetation exceeds 6"	Mow the basin
<i>The embankment</i>	Shrubs have started to grow on the embankment.	Remove shrubs immediately.
	A tree has started to grow on the embankment.	Remove tree immediately. Unless purposely planted per landscape plan.
<i>The outlet device</i>	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment off-site.
	The outlet device is damaged.	Repair or the outlet
<i>Washed stone in front of orifice outlet (NA- Outlet by filter system)</i>	Silt build up on stone blocking outlet.	Washed stone must be unclogged and replaced as needed.
<i>The receiving water (NA—Outlet discharges directly into storm sewer system)</i>	Erosion or other signs of damage have occurred at the outlet	Repair damage.

Exhibit D**MAINTENANCE SCHEDULE
STORM DETENTION SYSTEM****DESCRIPTION:**

- 1) Inspect system within 60 days of initial operation.
- 2) Four periodic inspections of system within first year of operation.
- 3) Inspect system after each 100-year storm occurrence as measured at the National Weather Service reporting station at the Waterloo Regional Airport.
- 4) After one year of system operation, inspect annually.

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: August 15th, 2019

SUBJECT: Maintenance and Repair Agreement
Post-Construction Stormwater Management Plan
Zuidberg NA, LLC. – 2700 Capital Way
Lots 21 & 22, West Viking Road Industrial Park Phase IV

The Post-Construction Stormwater Control Ordinance requires a formal maintenance and repair agreement for the stormwater management plan. The Maintenance and Repair Agreement will require the benefited property to undergo, at a minimum, an annual inspection and to maintain records of installation, maintenance and repair activities of the stormwater control devices. The agreement will also create an easement for the City to inspect and repair the stormwater control devices if the property owners fail or refuse to meet the requirements of the Maintenance and Repair Agreement. The Maintenance and Repair Agreement is attached for your review.

The Engineering Division has reviewed the stormwater management plan and Maintenance and Repair Agreement for Zuidberg NA, LLC located at 2700 Capital Way and finds it in accordance with City Code. The Engineering Division recommends the agreement be accepted by the City Council and recorded at the Black Hawk County Recorder's Office.

xc: Chase Schrage, Director of Public Works

Prepared by/ Return to: Fehr Graham 200 5th Avenue SE, Suite 100, Cedar Rapids, Iowa 52401

STORM WATER MAINTENANCE AND REPAIR AGREEMENT

This Agreement is made and entered into by and between (**Zuidberg NA, LLC**), (hereinafter "Owner") and the City of Cedar Falls, Iowa (hereinafter "City"), on the ____ day of _____, 2019.

WHEREAS, Owner owns land in the City legally described on Exhibit A attached, that has been developed or will be developed by Owner (hereinafter "Benefited Property"); and

WHEREAS, the City acknowledges that a Storm Water Management Plan as required by Section 27-403 of the City's Code of Ordinances (hereinafter "Plan") has been submitted to and approved by the City; and

WHEREAS, said Plan includes construction of storm water management facilities on Owner's land; and

WHEREAS, a Maintenance and Repair Agreement related to such storm water management facilities which complies with Section 27-408 of the City's Code of Ordinances is required; and

WHEREAS, Owner acknowledges that all of the Benefited Property will benefit from the storm water management facilities; and

WHEREAS, the parties have reached agreement on the terms and conditions of these matters and now desire to set forth their agreement in writing.

NOW, THEREFORE it is mutually agreed by the parties as follows:

1. Owner shall construct at Owner's cost storm water management facilities in compliance with Section 27-408 of the City's Code of Ordinances as set forth in the Plan submitted by Owner (hereinafter "Facilities").
2. Such Facilities shall be constructed as depicted on Exhibit B attached. Any change to the composition of or size, shape or location of the Facilities must be approved by the City.

3. Owner shall be responsible for the inspection, operation, maintenance and repair of the Facilities, and shall make records of the installation, inspections, maintenance and repairs, and shall retain such records for at least twenty-five (25) years or until the Facilities or any portion thereof has been reconstructed. These records shall be made available to the City during any City inspection, and shall be submitted to the City at other reasonable times upon request. Nothing in these record keeping requirements shall be construed to limit in any way the Owner's responsibility to inspect, maintain and repair the Facilities.

a) Owner agrees to comply with the Detention Basin Operation and Maintenance Plan for the Facilities attached as Exhibit C and incorporated herein.

b) Owner agrees to comply with the Maintenance and Inspection Schedule for Storm Water Detention System for the Facilities attached as Exhibit D and incorporated herein.

4. Owner may construct at Owner's cost additional storm water management facilities on the Benefited Properties, upon the written consent of the City, in which case the duties and responsibilities of inspection, operation, maintenance, repair, and record keeping stated in this Agreement shall apply to such additional storm water management facilities.

5. If Owner fails or refuses to meet the requirements of this Agreement, the City, after notice as provided herein, may correct a violation or non-compliance by performing or causing to be performed all necessary work to place the Facilities in proper working condition. If the Facilities are not a danger to public safety or public health, the Owner shall be provided with reasonable notice to correct the violation in a timely manner. In the event that the Facilities become a danger to public safety or public health, the City shall notify the Owner in writing that upon receipt of the notice, the Owner shall have two days or such additional time as circumstances may require to maintain and/or repair the Facilities. If the violations or non-compliance have not been corrected by the Owner in a timely manner, and the City performs or causes to be performed the work necessary to place the Facilities in proper working condition, the City may assess, jointly and severally, the cost of the work to the Owner, and to future owners of any portion of the Benefited Property, which cost shall be a lien on the Facilities and on the Benefited Property, and the City may assess the cost of the work to each separately owned portion of the Benefited Property in equal shares as a lien to be collected in the same manner as property taxes.

6. Owner agrees to utilize the forms attached hereto as Exhibit E with regard to inspection, maintenance and repair of the Facilities.

7. In consideration of approval by the City of the foregoing Agreement and attached Exhibits, Owner accepts the duties and responsibilities set forth herein which shall be covenants running with the land, and agrees that the same shall be binding upon and inure to the benefit of Owner and Owner's grantees, transferees, successors and assigns.

IN WITNESS WHEREOF, the City and the Owner have executed this Storm Water Facility Maintenance and Repair Agreement at Cedar Falls, Iowa, effective as of the date first stated above.

(Zuidberg NA, LLC

By: *Chris Saunders*

Printed Name & Title: Chris Saunders

STATE OF Iowa)
) SS
COUNTY OF Black Hawk)

This instrument was acknowledged before me on the 12th day of August, 2019 by Chris Saunders as Vice President of (Zuidberg NA, LLC).

Joanne Goodrich
Notary Public in and for the State of Iowa



City of Cedar Falls, Iowa

By: _____

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

STATE OF _____)
) SS
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 2019, 2018 by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

Exhibit A
Legal Description

Lots 21 and 22, West Viking Road Industrial Park Phase IV, City of Cedar Falls, Black Hawk County, Iowa; subject to the conditions, covenants and restrictions contained in that certain Agreement for Private Development entered into between Grantor and Grantee herein, and further subject to the conditions, covenants and restrictions contained in the Unified Highway 58 Corridor Urban Renewal Plan approved by Cedar Falls City Council Resolution No. 8196 approved and adopted on November 12, 1990 (Ordinance No. 1923), amended a first time by Resolution No. 10,224 on November 13, 1995 (Ordinance No. 2122), amended a second time by Resolution No. 13,862 on November 17, 2003 (Ordinance No. 2461), amended a third time by Resolution No. 18,377 on December 10, 2012 (Ordinance No. 2785), amended a fourth time by Resolution No. 19,263 on November 3, 2014, amended a fifth time by Resolution No. 19,963 on April 18, 2016, amended a sixth time by Resolution No. 21,079 on May 7, 2018 (Ordinance No. 2923), and amended a seventh time by Resolution No. 21,368 on December 17, 2018 and further subject to restrictive covenants, ordinances, and limited access provisions of record, if any, and to existing easements of record.

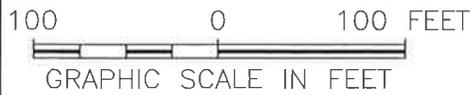
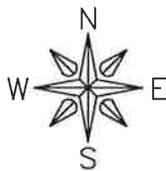
EXHIBIT B

CAPITAL WAY

PRODUCTION DRIVE

TECHNOLOGY PLACES

STORMWATER MANAGEMENT
INFRASTRUCTURE LOCATION



FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

6/27/2019

ILLINOIS
IOWA
WISCONSIN

Exhibit C

Detention Basin Operation and Maintenance Manual

Inspection activities shall be performed as follows: Any problems that are found shall be repaired immediately.

BMP element:	Potential problem:	How I will remediate the problem:
<i>The entire BMP</i>	Trash/debris is present	Remove the trash/debris.
<i>The perimeter of the detention basin</i>	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application.
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.
<i>The inlet device: or swale</i>	The pipe is clogged.	Unclog the pipe. Dispose of the sediment off-site.
	The pipe is cracked or otherwise damaged.	Replace the pipe.
	Erosion is occurring in the swale.	Regrade the swale if necessary to smooth it over and provide erosion control devices such as reinforced turf matting or riprap to future problems with erosion.
<i>The forebay (NA—The site does not contain a forebay)</i>	Sediment has accumulated to a depth greater than the original design sediment storage depth	Search for the source and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Erosion has occurred.	Provide additional erosion control protection such as reinforced turf matting or riprap to future problems with erosion.
	Weeds are present.	Remove weeds, preferably by hand. If pesticide is used, wipe it on plants rather than spray.
<i>The main detention area</i>	Sediment has accumulated to a depth greater than the original design sediment storage depth	Search for the source and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Cattails, phragmites or other invasive plants cover 50% of the basin surface.	Remove the plants by wiping them with pesticide (do not spray).
<i>The embankment</i>	Shrubs have started to grow on the embankment.	Remove shrubs immediately.
	A tree has started to grow on the embankment.	Remove tree immediately.
<i>The outlet device</i>	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment off-site.
	The outlet device is damaged.	Repair or the outlet
<i>Washed stone in front of orifice outlet</i>	Silt build up on stone blocking outlet.	Washed stone must be unclogged and replaced as needed.
<i>The receiving water (NA—Outlet discharges directly into storm sewer system)</i>	Erosion or other signs of damage have occurred at the outlet	Repair damage.

Exhibit D

MAINTENANCE SCHEDULE STORM DETENTION SYSTEM

DESCRIPTION:

- 1) Inspect system within 60 days of initial operation.
- 2) Four periodic inspections of system within first year of operation.
- 3) Inspect system after each 100-year storm occurrence as measured at the National Weather Service reporting station at the Waterloo Regional Airport.
- 4) After one year of system operation, inspect annually.

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: August 15, 2019

SUBJECT: Prairie Winds 4th Addition
Contract for Completion of Improvements
Project No. SU-197-3134

The developer of the above-mentioned project, Panther Farms, LLC, has requested Final Plat approval in order to proceed with the sale of lots in the development. Clapsaddle-Garber Associates, Inc., the developer's engineer, has submitted the estimate of remaining costs for completion of improvements. The developer has submitted a "Contract for Completion of Improvements" and established a performance bond in the amount of \$446,767.38 to ensure completion of the project. A copy of the Final Plat is attached for your reference.

The Engineering Division has reviewed the cost estimate for the remaining work and concur that the amount of the escrow account is adequate to complete the project. The "Contract for Completion of Improvements" is based on the standard forms developed by our City Attorney. The developer has also provided a Maintenance Bond in the full amount of the public improvements that will be on file until final acceptance of the project by City Council. We recommend approval of the "Contract for Completion of Improvements".

xc: Chase Schrage, Director of Public Works
Stephanie Houk Sheetz, Director of Community Development

CONTRACT FOR COMPLETION OF IMPROVEMENTS
(Performance and Payment Bond)

THIS CONTRACT is made and entered into this ____ day of August ____, 20 19, by and between Panther Farms, LLC, owner and subdivider of a parcel of land located in the City of Cedar Falls, Iowa (hereinafter called the "Developer"), and the City of Cedar Falls, Iowa (hereinafter called the "City").

WHEREAS, the Developer proposes to develop a subdivision named Prairie Winds 4th Addition in the City of Cedar Falls, Iowa (the "Plat") on a parcel of land described on Exhibit "A" attached hereto, and by this reference incorporated herein, and has submitted a final plat which has not yet been approved; and desires to obtain preliminary plat approval and to initiate work to install the required public improvements within the plat; and

WHEREAS, the City Subdivision Ordinance requires that all necessary public improvements shall be installed and accepted before the final plat of any subdivided area shall be approved and recorded, or that in lieu of final completion of the required public improvements and before the final plat is finally approved, the subdivider shall enter into a contract with the City to ensure the completion of all the required public improvements within a specific time frame; and

WHEREAS, the performance of such contract shall be secured by a Performance and Payment Bond; and

WHEREAS, the required public improvements shall include gas, water, telephone, electric, communications, street lighting, television wires and cable and other public utilities, storm and sanitary sewers, as well as grading, drainage and paving facilities as provided in the City Subdivision Ordinance, as well as all necessary storm water detention facilities and all necessary engineering and administrative requirements.

NOW, THEREFORE, it is agreed as follows:

1. The Developer will construct all required public improvements within the Plat (hereinafter the "Public Improvements"), as described on Exhibit "B" attached hereto, to conform with approved construction plans which meet the specifications of the City of Cedar Falls, Iowa; and such approved construction plans are now on file in the City Engineer's office.

2. The Developer shall provide a Performance and Payment Bond in the amount of \$446,767.38 which is approved by the City Engineer of the City of Cedar Falls, prior to the recording of the final plat documents, which bond is hereby designated for use to pay the costs of the Public Improvements to be

completed within the platted area in the event the Developer would fail to do so as required herein.

3. When the Developer's contractors complete work on the Public Improvements within the platted area, and such Public Improvements have been approved and accepted by resolution of the city council of the City, the City will release and discharge the Performance and Payment Bond upon approval of the City Engineer.

4. All required Public Improvements for which the Performance and Payment Bond has been established shall be installed by the Developer within a period of twelve (12) months from the date of this Contract.

5. The Developer shall keep in force the Performance and Payment Bond through completion and acceptance of the required Public Improvements by Resolution of the City, at which time said Bond shall be released and discharged upon approval of the City Engineer.

6. The Developer shall cause to be provided to the City, by no later than the time of the approval of the final plat by the city council of the City, a three-year maintenance bond (the "Maintenance Bond") regarding the same, in the form attached hereto as Exhibit "D", and by this reference incorporated herein.

7. If requested and upon recommendation of the City Engineer, the City Council will pass a resolution stating that the work has been completed and accepted by the City and that the Performance and Payment Bond has been released.

8. The following attachments are incorporated herein by this reference and made a part of this Agreement:

- A. Legal Description of Land to be platted, Exhibit "A".
- B. List of Public Improvements and City Engineer's Estimate of Costs, Exhibit "B".
- C. Performance and Payment Bond in the amount of \$446,767.38, issued by _____, Exhibit "C".
- D. Maintenance Bond in the amount of \$1,239,831.94 issued by _____, Exhibit "D."

The parties hereto have executed and entered into this Contract at Cedar Falls, Iowa, on the date first above written.

Panther Farms, LLC

By: [Signature]
Brent Dahlstrom (name)
Manager (title)
"DEVELOPER"

THE CITY OF CEDAR FALLS, IOWA

By: _____
James P. Brown, Mayor

Attest: _____
Jacqueline Danielsen, City Clerk

(seal)

"CITY"

STATE OF IOWA)
) ss:
COUNTY OF)

This instrument was acknowledged before me on this 14 day of August, 2019, by Brent Dahlstrom as Manager of Panther Farms, LLC.



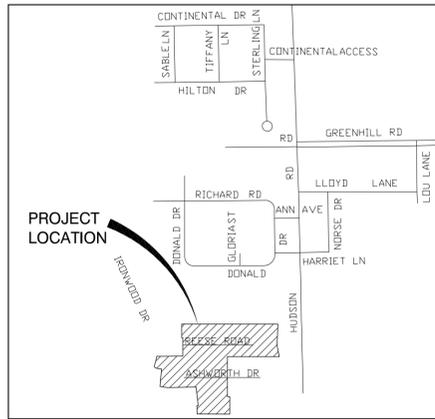
[Signature]
Notary Public in and for the State of Iowa
My commission expires: 4/16/2022

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

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

Notary Public in and for the State of Iowa
My commission expires: _____

FINAL PLAT PRAIRIE WINDS 4TH ADDITION CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA



VICINITY MAP

NOT TO SCALE

LAND SURVEYOR

CLAPSADDLE-GARBER ASSOCIATES
TRAVIS R. STEWART, PLS
16 EAST MAIN STREET
MARSHALLTOWN, IOWA 50158
(641) 752-6701

PROPRIETOR

PANTHER FARMS L.L.C.
2202 COLLEGE STREET
CEDAR FALLS, IA 50613

DEVELOPER

BRIAN WINGERT
3006 ROWND STREET
CEDAR FALLS, IOWA 50613

ZONING CLASSIFICATION

R-1 RESIDENTIAL DISTRICT

SHEET INDEX

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2 AND 3	FINAL PLAT

DESCRIPTION:

A CERTAIN PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

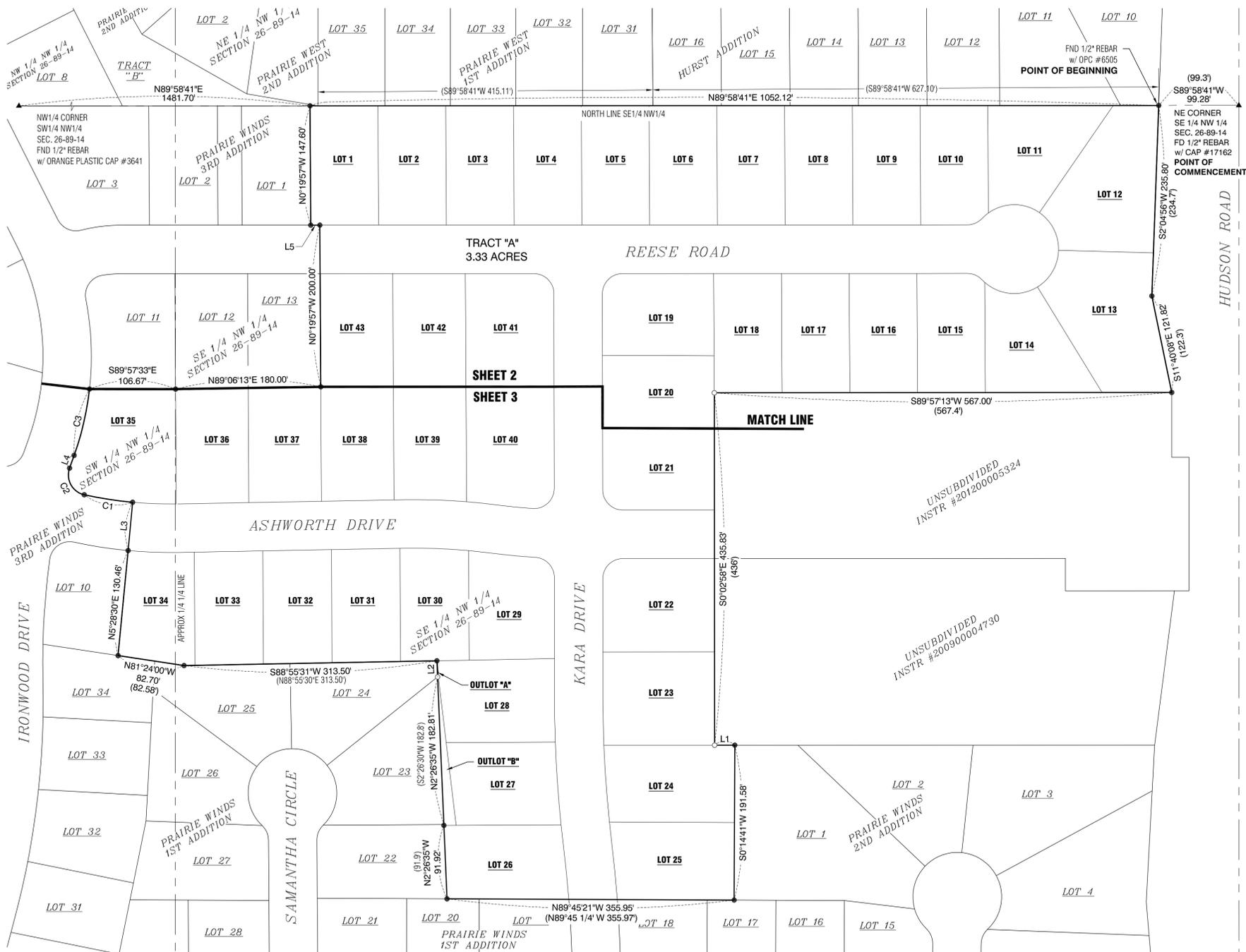
MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26; THENCE, S89°58'41"W 99.28' ALONG THE NORTH LINE OF SOUTHEAST 1/4 OF THE NORTHWEST 1/4 SAID SECTION 26 TO THE POINT OF BEGINNING, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 10 OF HURST ADDITION AND A POINT ON THE WEST RIGHT OF WAY LINE OF HUDSON ROAD; THENCE, S2°04'56"W 235.80' ALONG SAID WEST RIGHT OF WAY LINE; THENCE, S11°40'08"E 121.82' ALONG SAID WEST RIGHT OF WAY LINE TO THE NORTHEAST CORNER OF A CERTAIN PARCEL OF LAND RECORDED IN INSTRUMENT NO. 2012-00005324 IN THE OFFICE OF THE RECORDER, BLACK HAWK COUNTY, IOWA; THENCE, S89°57'13"W 567.00' ALONG THE NORTH LINE OF SAID CERTAIN PARCEL TO THE NORTHWEST CORNER OF SAID CERTAIN PARCEL; THENCE, S0°02'58"E 435.83' ALONG THE WEST LINE OF SAID CERTAIN PARCEL AND THE WEST LINE OF A CERTAIN PARCEL OF LAND RECORDED IN INSTRUMENT NO. 2009-00004730 TO THE SOUTHWEST CORNER OF SAID CERTAIN PARCEL; THENCE, N89°59'11"E 25.00' TO THE NORTHWEST CORNER OF LOT 1 OF PRAIRIE WINDS 2ND ADDITION, RECORDED IN INSTRUMENT NO. 2015-00008317 IN THE OFFICE OF THE RECORDER, BLACK HAWK COUNTY, IOWA; THENCE, S0°14'41"W 191.58' ALONG THE WEST LINE OF SAID LOT 1 TO A POINT ON THE NORTHERLY LINE OF PRAIRIE WINDS 1ST ADDITION, RECORDED IN INSTRUMENT NO. 2014-00013156 IN THE OFFICE OF THE RECORDER, BLACK HAWK COUNTY, IOWA; THENCE, N89°45'21"W 355.95' ALONG SAID NORTHERLY LINE TO THE SOUTHEAST CORNER OF LOT 22 OF SAID PRAIRIE WINDS 1ST ADDITION; THENCE, N2°26'35"W 91.92' ALONG THE EAST LINE OF SAID LOT 22 TO THE SOUTHEAST CORNER OF LOT 23 OF SAID PRAIRIE WINDS 1ST ADDITION; THENCE, N2°26'35"W 182.81' ALONG THE EAST LINE OF SAID LOT 23 TO THE SOUTHEAST CORNER OF LOT 24 OF SAID PRAIRIE WINDS 1ST ADDITION; THENCE, N2°26'35"W 19.95' ALONG THE EAST LINE OF SAID LOT 24 TO THE NORTHEAST CORNER OF SAID LOT 24; THENCE, S88°55'31"W 313.50' ALONG THE NORTHERLY LINE OF SAID PRAIRIE WINDS 1ST ADDITION; THENCE, N81°24'00"W 82.70' CONTINUING ALONG THE NORTHERLY LINE OF SAID PRAIRIE WINDS 1ST ADDITION TO THE SOUTHEAST CORNER OF LOT 10 OF PRAIRIE WINDS 3RD ADDITION, RECORDED IN INSTRUMENT NO. 2017-00016399 IN THE OFFICE OF THE RECORDER, BLACK HAWK COUNTY, IOWA; THENCE, N5°28'30"E 130.46' ALONG THE EAST LINE OF SAID LOT 10 TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF ASHWORTH DRIVE; THENCE, N5°20'34"E 60.00' ALONG THE EASTERLY LINE OF SAID PRAIRIE WINDS 3RD ADDITION TO A POINT ON THE NORTH RIGHT OF WAY LINE OF ASHWORTH DRIVE; THENCE, WESTERLY 60.73' ALONG THE ARC OF A 500.00' RADIUS CURVE, CONCAVE NORTHERLY, HAVING A CHORD BEARING OF N81°10'39"W AND A CHORD DISTANCE OF 60.69' ALONG SAID NORTH RIGHT OF WAY LINE; THENCE NORTHWESTERLY 42.53' ALONG THE ARC OF A 25.00' RADIUS CURVE, CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING OF N28°57'51"W AND A CHORD DISTANCE OF 37.58'; THENCE, N19°46'11"E 16.80'; THENCE, NORTHERLY 84.42' ALONG THE ARC OF A 363.00' RADIUS CURVE, CONCAVE WESTERLY, HAVING A CHORD BEARING OF N13°06'26"E AND A CHORD DISTANCE OF 84.23' TO THE SOUTHWEST CORNER OF LOT 11 OF SAID PRAIRIE WINDS 3RD ADDITION, THE AFORESAID ALL BEING ALONG THE EASTERLY LINE OF SAID PRAIRIE WINDS 3RD ADDITION, ALSO BEING ALONG THE EASTERLY RIGHT OF WAY LINE OF IRONWOOD DRIVE; THENCE, S89°57'33"E 106.67' ALONG THE SOUTH LINE OF SAID LOT 11 TO THE SOUTHEAST CORNER OF SAID LOT 11; THENCE, N89°06'13"E 180.00' ALONG THE SOUTH LINE OF LOTS 12 AND 13 OF SAID PRAIRIE WINDS 3RD ADDITION TO THE SOUTHEAST CORNER OF SAID LOT 13; THENCE, N0°19'57"W 200.00' ALONG THE EASTERLY LINE OF SAID PRAIRIE WINDS 3RD ADDITION TO A POINT ON THE NORTH RIGHT OF WAY LINE OF REESE ROAD; THENCE, S89°58'41"W 11.30' ALONG SAID NORTH RIGHT OF WAY LINE TO THE SOUTHEAST CORNER OF LOT 1 OF PRAIRIE WINDS 3RD ADDITION; THENCE, N0°19'57"W 147.60' ALONG THE EAST LINE OF SAID LOT 1 TO THE NORTHEAST CORNER OF SAID LOT 1, ALSO BEING A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 26; THENCE, N89°58'41"E 1052.12' ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, CONTAINING 16.69 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

LEGEND:

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET
- PARCEL OR LOT CORNER MONUMENT FOUND
- SET 1/2" x 30" REBAR w/ORANGE PLASTIC ID CAP #17162 UNLESS OTHERWISE NOTED
- SET 1/2" x 30" REBAR w/ORANGE PLASTIC ID CAP #17162
- () RECORDED AS
- PUE PUBLIC UTILITY EASEMENT

NOTE:
ALL BEARINGS ARE THE RESULT OF G.P.S. OBSERVATIONS USING IOWA STATE PLANE (NAD83, NORTH ZONE).

THE ERROR OF CLOSURE FOR THE SUBDIVISION BOUNDARY IS LESS THAN 10,000 AND THE ERROR OF CLOSURE ON THE LOTS IS LESS THAN 5,000.



LINE DATA

LINE NUMBER	BEARING	DISTANCE
L1	N89°59'11"E	25.00'
L2	N2°26'35"W	19.95'
L3	N5°20'34"E	60.00'
L4	N19°46'11"E	16.80'
L5	S89°58'41"W	11.30'

	(GROSS-ACRES)	(EASE-ACRES)	(NET-ACRES)
SE 1/4 NW1/4 SEC. 26-89-14	16.00 AC	0.00 AC	16.00 AC
SW1/4 NW1/4 SEC. 26-89-14	0.65 AC	0.00 AC	0.65 AC
TOTAL	16.65 AC	0.00 AC	16.65 AC

Curve Table

CURVE DATA	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD
C1	60.73'	500.00'	6°57'33"	N81°10'39"W	60.69'
C2	42.53'	25.00'	97°28'04"	N28°57'51"W	37.58'
C3	84.42'	363.00'	13°19'30"	N13°06'26"E	84.23'

SCALE: 1" = 80' (22 x 34 SHEET)
1" = 160' (11 x 17 SHEET)



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE
1	CITY COMMENTS	CAQ	1-14-19	4	CITY COMMENTS	KMN	7-09-19
2	CITY COMMENTS	CAQ	5-10-19				
3	CITY COMMENTS	CAQ	6-17-19				

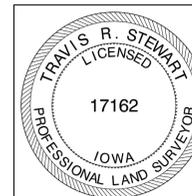
Clapsaddle-Garber Associates, Inc.
16 East Main Street
Marshalltown, Iowa 50158
Ph 641-752-6701
www.cgaconsultants.com

DESIGNED: - DATE: -
DRAWN: CAQ DATE: 2-19-2018
CHECKED: IRS DATE: -
APPROVED: - DATE: -

PRAIRIE WINDS 4TH ADDITION CEDAR FALLS, IOWA

FINAL PLAT

PROJECT NO.
5491.05
SHEET NO.
1 OF 3



DATE PREPARED : 01-09-2019
I hereby certify that this land surveying document was prepared and related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.

Signature
Travis R. Stewart, PLS
Iowa License Number 17162
My license renewal date is December 31, 2019

Pages or sheets covered by this seal: SHEETS 1 OF 3, 2 OF 3 AND 3 OF 3



SCALE: 1" = 50' (22 x 34 SHEET)
 1" = 100' (11 x 17 SHEET)



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE
1	CITY COMMENTS	CAQ	1-14-19	4	CITY COMMENTS	KMN	7-09-19
2	CITY COMMENTS	CAQ	5-10-19				
3	CITY COMMENTS	CAQ	6-17-19				

CGA Clapsaddle-Garber Associates, Inc.
 16 East Main Street
 Marshalltown, Iowa 50158
 Ph 641-752-6701
 www.cgaconsultants.com

DESIGNED: - DATE: -
 DRAWN: CAQ DATE: 2-19-2018
 CHECKED: TRS DATE: -
 APPROVED: - DATE: -

PRAIRIE WINDS 4TH ADDITION
 CEDAR FALLS, IOWA

FINAL PLAT

DATE PREPARED : 01-09-2019

PROJECT NO. 5491.05
 SHEET NO. 2 OF 3

SIDE YARD SETBACK

LOT(S)	FEET
1	8.4'
2	8.4'
3	8.4'
4	8.4'
5	8.4'
6	8.4'
7	8.4'
8	8.4'
9	8.4'
10	8.4'
11	9.1'
12	9.2'
13	9.2'
14	8.8'
15	8.4'
16	8.4'

SIDE YARD SETBACK

LOT(S)	FEET
17	8.4'
18	8.4'
19	10.1'
20	9.0'
21	10.0'
22	11.5'
23	11.5'
24	9.6'
25	9.6'
26	9.1'
27	10.2'
28	10.2'
29	10.6'
30	8.5'
31	8.5'
32	8.5'

SIDE YARD SETBACK

LOT(S)	FEET
33	8.5'
34	8.5'
35	11.1'
36	9.0'
37	9.0'
38	9.0'
39	9.0'
40	10.9'
41	10.9'
42	9.0'
43	9.0'



Curve Table

CURVE DATA	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD
C1	20.32'	25.00'	46°34'03"	N66°41'39"E	19.76'
C2	10.56'	55.00'	11°00'17"	S48°54'46"W	10.55'
C3	67.41'	55.00'	70°13'17"	S89°31'33"W	63.27'
C4	54.61'	55.00'	56°53'29"	N26°55'04"W	52.40'
C5	54.61'	55.00'	56°53'29"	N29°58'25"E	52.40'
C6	70.29'	55.00'	73°13'27"	S84°58'07"E	65.60'
C7	4.71'	55.00'	4°54'07"	S45°54'20"E	4.70'
C8	20.32'	25.00'	46°34'03"	N66°41'18"W	19.76'
C9	39.29'	25.00'	90°03'07"	S44°57'07"W	35.37'
C10	39.24'	25.00'	89°55'34"	S45°02'13"E	35.33'
C11	39.30'	25.00'	90°04'26"	S44°57'47"W	35.38'
C12	58.64'	1505.00'	2°13'57"	S11°11'25"E	58.64'
C13	95.35'	1505.00'	3°37'48"	S4°07'18"E	95.33'
C14	25.87'	1505.00'	0°59'06"	S6°25'44"E	25.87'
C15	70.47'	1564.99'	2°34'48"	N5°37'53"W	70.47'
C16	62.96'	1505.01'	2°23'48"	N5°43'23"W	62.95'
C17	29.74'	1565.00'	1°05'20"	S6°22'37"E	29.74'
C18	102.54'	1565.00'	3°45'14"	S3°57'20"E	102.52'
C19	54.75'	1565.00'	2°00'16"	S1°04'35"E	54.75'
C20	37.72'	25.00'	86°26'28"	N43°17'41"W	34.24'
C21	56.00'	805.00'	3°59'09"	S84°31'20"E	55.99'
C22	27.37'	762.59'	2°03'24"	N83°35'17"W	27.37'
C23	62.62'	560.00'	6°24'24"	S87°51'38"E	62.59'
C24	84.42'	363.00'	13°19'30"	N13°06'26"E	84.23'
C25	42.53'	25.00'	97°28'04"	S28°57'51"E	37.58'
C26	60.73'	500.00'	6°57'33"	S81°10'39"E	60.69'
C27	54.17'	500.00'	6°12'26"	S87°45'39"E	54.14'
C28	77.65'	773.20'	5°45'16"	N88°11'12"W	77.62'
C29	37.52'	773.20'	2°46'49"	N83°55'10"W	37.51'
C30	44.75'	745.00'	3°26'29"	S84°15'00"E	44.74'
C31	41.06'	25.00'	94°06'12"	N46°58'39"E	36.60'
C32	39.25'	25.00'	89°56'53"	N45°02'53"W	35.34'
C33	78.86'	713.20'	6°20'08"	N87°53'46"W	78.82'
C34	1.74'	500.00'	0°11'58"	N89°02'09"E	1.74'
C35	262.19'	55.00'	273°08'06"	N0°01'19"W	75.63'

LINE DATA

LINE NUMBER	BEARING	DISTANCE
L1	N89°59'11"E	25.00'
L2	N2°26'35"W	19.95'
L3	N81°24'00"W	82.70'
L4	N5°20'34"E	60.00'
L5	N19°46'11"E	16.80'
L6	S89°58'41"W	11.30'
L7	S89°43'01"W	15.23'

SCALE: 1" = 50' (22 x 34 SHEET)
1" = 100' (11 x 17 SHEET)



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE
1	CITY COMMENTS	CAQ	1-14-19	4	CITY COMMENTS	KMN	7-09-19
2	CITY COMMENTS	CAQ	5-10-19				
3	CITY COMMENTS	CAQ	6-17-19				

CGA Clapsaddle-Garber Associates, Inc.
16 East Main Street
Marshalltown, Iowa 50158
Ph 641-752-6701
www.cgaconsultants.com

DESIGNED: - DATE: -
DRAWN: CAQ DATE: 2-19-2018
CHECKED: IRS DATE: -
APPROVED: - DATE: -

PRAIRIE WINDS 4TH ADDITION

CEDAR FALLS, IOWA

DATE PREPARED : 01-09-2019

FINAL PLAT

PROJECT NO. 5491.05
SHEET NO. 3 OF 3

PRAIRIE WINDS 4TH ADDITION
 REMAINING PROJECT COST
 5/24/2019

ITEM	ITEM	UNIT	PLAN	COMPLETED		UNIT PRICE	AMOUNT
			TOTAL	TO DATE	REMAINING		
1	MOBILIZATION	LS	1	1	0	5000	\$0.00
2	TRAFFIC CONTROL	LS	1	0.5	0.5	2660	\$1,330.00
3	PERMANENT SIGNING	SF	46.1	0	46.1	22	\$1,014.20
4	PERMANENT POSTS	LF	31.4	0	31.4	8	\$251.20
5	PERMANENT ROAD CLOSURE	EA	1	0	1	2000	\$2,000.00
6	EXCAVATION, CLASS 10	CY	17751	17751	0	10.15	\$0.00
7	STRIP, SALVAGE, AND SPREAD TOPSOIL, 8"	CY	10239	9215.1	1023.9	20	\$20,478.00
8	SUBGRADE PREPARATION, 12"	SY	8800	0	8800	2.15	\$18,920.00
9	SUBBASE, GRANULAR, 6"	SY	8800	0	8800	7.15	\$62,920.00
10	STORM SEWER, TRENCHED, RCP, 15"	LF	353	353	0	41	\$0.00
11	STORM SEWER, TRENCHED, PERF HDPE, 15"	LF	648	648	0	41	\$0.00
12	STORM SEWER, APRON, RCP, 15"	EA	1	1	0	1640	\$0.00
13	SANITARY SEWER, TRENCHED, TRUSS, 8"	LF	1112	1112	0	32.8	\$0.00
14	SANITARY SEWER SERVICE, TRENCHED, PVC, 4"	LF	1003	1003	0	18.6	\$0.00
15	SUBDRAIN, 6"	LF	3300	3300	0	11.9	\$0.00
16	WATER MAIN, TRENCHED, DIP, 8"	LF	2207	2207	0	41.4	\$0.00
17	WATER MAIN, MJ VALVE, 8"	EA	6	6	0	1500	\$0.00
18	WATER MAIN, MJ CROSS, 8"x8"	EA	1	1	0	500	\$0.00
19	WATER MAIN, MJ TEE, 8"x8"	EA	1	1	0	500	\$0.00
20	FIRE HYDRANT ASSEMBLY	EA	6	6	0	3646.66	\$0.00
21	RELOCATE EXISTING DEAD END FIRE HYDRANT ASSEMBLY	EA	2	2	0	3646.66	\$0.00
22	REMOVE EXISTING DEAD END FIRE HYDRANT ASSEMBLY	EA	1	1	0	3646.66	\$0.00
23	CONNECTION TO EXISTING WATERMAIN	EA	3	3	0	9225	\$0.00
24	WATER MAIN SERVICE	LF	1517	1517	0	60	\$0.00
25	SANITARY, MANHOLE, TYPE SW-301, 48" DIA	EA	2	2	0	3814	\$0.00
26	SANITARY, MANHOLE, TYPE SW-301, 60" DIA	EA	1	1	0	5000	\$0.00
27	STORM, MANHOLE, TYPE SW-401, 48" DIA	EA	3	3	0	4000	\$0.00
28	STORM, INTAKE, TYPE SW-507	EA	8	8	0	5216	\$0.00
29	STORM, INTAKE, TYPE SW-510	EA	3	3	0	7500	\$0.00
30	STORM, INTAKE, TYPE SW-501	EA	1	1	0	3500	\$0.00
31	STORM, INTAKE, TYPE SW-505	EA	2	2	0	5500	\$0.00
32	PAVEMENT, PCC, CLASS C, 7"	SY	7,851	0	7851	30.25	\$237,492.75
33	SIDEWALK, PCC, 6"	SY	110	0	110	45	\$4,950.00
34	DETECTABLE WARNING DEVICE	SF	112	0	112	100	\$11,200.00
35	SEEDING, FERTILIZING, AND MULCHING	AC	2.5	0	2.5	2500	\$6,250.00
36	SILT FENCE, INSTALLATION	LF	1700	1700	0	2	\$0.00
37	SILT FENCE, REMOVAL OF SEDIMENT	LF	1700	0	1700	1	\$1,700.00
38	SILT FENCE, REMOVAL OF DEVICE	LF	1700	0	1700	1	\$1,700.00
39	INLET PROTECTION DEVICE	EA	11	0	11	60	\$660.00
40	INLET PROTECTION DEVICE, MAINTENANCE	EA	11	0	11	60	\$660.00
41	RIP RAP, EROSION STONE	TON	10	0	10	78	\$780.00
						TOTAL	\$372,306.15



8/13/19

Prepared By:
 Adam C. Daters, PE

Date:

PRAIRIE WINDS 4TH ADDITION
TOTAL PROJECT COST
5/24/2019

ITEM NO.	ITEM	UNIT	PLAN TOTAL	UNIT PRICE	AMOUNT
1	MOBILIZATION	LS	1	5000	\$5,000.00
2	TRAFFIC CONTROL	LS	1	2660	\$2,660.00
3	PERMANENT SIGNING	SF	46.1	22	\$1,014.20
4	PERMANENT POSTS	LF	31.4	8	\$251.20
5	PERMANENT ROAD CLOSURE	EA	1	2000	\$2,000.00
6	EXCAVATION, CLASS 10	CY	17751	10.15	\$180,172.65
7	STRIP, SALVAGE, AND SPREAD TOPSOIL, 8"	CY	10239	20	\$204,780.00
8	SUBGRADE PREPARATION, 12"	SY	8800	2.15	\$18,920.00
9	SUBBASE, GRANULAR, 6"	SY	8800	7.15	\$62,920.00
10	STORM SEWER, TRENCHED, RCP, 15"	LF	353	41	\$14,473.00
11	STORM SEWER, TRENCHED, PERF HDPE, 15"	LF	648	41	\$26,568.00
12	STORM SEWER, APRON, RCP, 15"	EA	1	1640	\$1,640.00
13	SANITARY SEWER, TRENCHED, TRUSS, 8"	LF	1112	32.8	\$36,473.60
14	SANITARY SEWER SERVICE, TRENCHED, PVC, 4"	LF	1003	18.6	\$18,655.80
15	SUBDRAIN, 6"	LF	3300	11.9	\$39,270.00
16	WATER MAIN, TRENCHED, DIP, 8"	LF	2207	41.4	\$91,369.80
17	WATER MAIN, MJ VALVE, 8"	EA	6	1500	\$9,000.00
18	WATER MAIN, MJ CROSS, 8"x8"	EA	1	500	\$500.00
19	WATER MAIN, MJ TEE, 8"x8"	EA	1	500	\$500.00
20	FIRE HYDRANT ASSEMBLY	EA	6	3646.66	\$21,879.96
21	RELOCATE EXISTING DEAD END FIRE HYDRANT ASSEMBLY	EA	2	3646.66	\$7,293.32
22	REMOVE EXISTING DEAD END FIRE HYDRANT ASSEMBLY	EA	1	3646.66	\$3,646.66
23	CONNECTION TO EXISTING WATERMAIN	EA	3	9225	\$27,675.00
24	WATER MAIN SERVICE	LF	1517	60	\$91,020.00
25	SANITARY, MANHOLE, TYPE SW-301, 48" DIA	EA	2	3814	\$7,628.00
26	SANITARY, MANHOLE, TYPE SW-301, 60" DIA	EA	1	5000	\$5,000.00
27	STORM, MANHOLE, TYPE SW-401, 48" DIA	EA	3	4000	\$12,000.00
28	STORM, INTAKE, TYPE SW-507	EA	8	5216	\$41,728.00
29	STORM, INTAKE, TYPE SW-510	EA	3	7500	\$22,500.00
30	STORM, INTAKE, TYPE SW-501	EA	1	3500	\$3,500.00
31	STORM, INTAKE, TYPE SW-505	EA	2	5500	\$11,000.00
32	PAVEMENT, PCC, CLASS C, 7"	SY	7,851	30.25	\$237,492.75
33	SIDEWALK, PCC, 6"	SY	110	45	\$4,950.00
34	DETECTABLE WARNING DEVICE	SF	112	100	\$11,200.00
35	SEEDING, FERTILIZING, AND MULCHING	AC	2.5	2500	\$6,250.00
36	SILT FENCE, INSTALLATION	LF	1700	2	\$3,400.00
37	SILT FENCE, REMOVAL OF SEDIMENT	LF	1700	1	\$1,700.00
38	SILT FENCE, REMOVAL OF DEVICE	LF	1700	1	\$1,700.00
39	INLET PROTECTION DEVICE	EA	11	60	\$660.00
40	INLET PROTECTION DEVICE, MAINTENANCE	EA	11	60	\$660.00
41	RIP RAP, EROSION STONE	TON	10	78	\$780.00
				TOTAL	\$1,239,831.94

8/13/19

Prepared By:
Adam C. Daters, PE

Date:

PERFORMANCE AND PAYMENT BOND

KNOW ALL BY THESE PRESENTS:

That we, **Panther Farms, LLC**, as Principal (hereinafter the "Principal") and **IMT Insurance Company**, as Surety are held and firmly bound unto the **City of Cedar Falls, Iowa**, as Obligee (hereinafter referred to as "the City"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the amount of four hundred forty-six thousand seven hundred sixty-seven and 38/100 dollars (\$ 446,767.38), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

WHEREAS, the Principal proposes to develop a subdivision named Prairie Winds 4th Addition in the City of Cedar Falls, Iowa (the "Plat") on a parcel of land and has submitted a final plat which has not yet been approved; and

WHEREAS, the Principal desires to obtain final plat approval and to initiate work to install the required public improvements within the Plat; and

WHEREAS, the City's Subdivision Ordinance requires that all necessary public improvements shall be installed and accepted before the final plat of any subdivided area shall be approved and recorded, or that in lieu of final completion of the required public improvements and before the final plat is finally approved, the subdivider shall enter into a Contract for Completion of Improvements (hereinafter the "Contract") with the City to ensure the completion within a specific time frame of all the required public infrastructure improvements as required as part of the final plat approval, to conform with approved construction plans which meet the design standards and technical standards established for such public improvements by the City and by Cedar Falls Utilities, and as shown on the approved construction plans and described in detail as follows:

Division 1 - Grading, Paving, & Earthwork

and

Whereas, the performance of the Contract is secured by the filing of this Performance and Payment Bond in the name of the Principal; and

Whereas, the Principal represents that it will construct and install all required improvements in accordance with the design standards established for such improvements by the City and Cedar Falls Utilities as shown on the approved construction plans for the Project;

The conditions of the above obligations are such that whereas the Principal of the land being platted has entered into the Contract with the City to ensure the completion of the improvements within a specific time;

Now therefore, it is expressly understood and agreed by the Principal and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Principal and Surety, to-wit:

1. **PERFORMANCE:** The Principal shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of the Contract and all approved construction plans for all required public infrastructure improvements which meet the design standards and technical standards established for such public improvements by the City and by Cedar Falls Utilities (hereinafter collectively, the "Contract Documents"), by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the City from all outlay and expense incurred by the City by reason of the Principal's default or failure to perform as required.

The Principal 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 Principal and the Surety on this Bond hereby agree 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 Principal or any subcontractor.

Principal's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the City at the time such work was accepted.

3. 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 Principal 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.

The Principal and every Surety on this 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 City including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the City's staff attorneys), and all costs and expenses of litigation as they are incurred by the City. It is intended the Principal and Surety will defend and indemnify the City on all claims made against the City on account of Principal's failure to perform as required in this Bond, that all agreements and promises set forth in this Bond will be fulfilled, and that the City will be fully indemnified so that it will be put into the position it would have been in had the infrastructure improvements been constructed in the first instance as required.

In the event the City incurs any "outlay and expense" in defending itself against any claim as to which the Principal or Surety should have provided the defense, or in the enforcement of the promises given by the Principal in the Contract, or in the enforcement of the promises given by the Principal and Surety in this Bond, the Principal and Surety agree that they will make the City whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed 125% of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be the United States District Court for the Northern District of Iowa or the Iowa District Court for Black Hawk County, State of Iowa. If legal action is required by the City to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the City, the Principal and the Surety agree, jointly, and severally, to pay the City all outlay and expense incurred therefor by the City. All rights, powers, and remedies of the City hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the City, by law. The City may proceed against Surety for any amount guaranteed hereunder whether action is brought against the Principal or whether Principal is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the approved construction plans now on file in the City Engineer's office and the Contract, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a word, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond and the Contract; second, if not defined in the Bond and the Contract, 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 is hereby made a part of this Bond.

Project No. _____

Witness our hands, in triplicate, this 14th day of August, 2019.

PRINCIPAL:

Panther Farms, LLC

Principal

By: [Signature]
Signature

Manager

Title

SURETY:

IMT Insurance Company

Surety Company

By: [Signature]
Signature Attorney-in-Fact

Jason Styve, Attorney-in-Fact

Printed Name of Attorney-in-Fact

IMT Insurance Company

Surety Company Name

7825 Mills Civic Parkway

Surety Company Address

West Des Moines, IA 50266

City, State, Zip Code

1-800-274-3531 ext. 816

Surety Company Telephone Number



NOTE:

1. All signatures on this performance and payment 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.



AUTHORIZATION FORM

For the purpose of inducing IMT Insurance Company, hereinafter called the Company, to issue or procure the issuance of bonds and other writings obligatory in the nature thereof and of establishing and procuring credit from time to time, the undersigned hereby authorizes and requests any and all depositories or banks in which any funds of the undersigned may be deposited or from which moneys may be borrowed, to advise the Company whenever requested by it, the amount of such deposits and/or loans; and any material or equipment supplier, engineer or architect, CPA or Accountant, or other person, firm, or corporation is hereby authorized to furnish any information requested by the Company concerning any transactions with the undersigned.

Signed this 14 day of August, 2019.

Panther Farms, LLC

By  Title



POWER OF ATTORNEY

No. SY95521

Know All Persons By These Presents, that IMT Insurance Company a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of West Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Jason Styve

of Des Moines and State of Iowa its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

Four Hundred Forty-six Thousand Seven Hundred Sixty-seven and 38/100 (\$446,767.38) Dollars

and to bind IMT Insurance Company thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of IMT Insurance Company, and all such acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of IMT Insurance Company on December 18, 1998.

ARTICLE VIII, SECTION 4. - The President or any Vice President or Secretary shall have the authority to appoint Attorneys In Fact and to authorize them to execute on behalf of the Company, and attach thereto the Corporate Seal, bonds, undertakings, recognizances, contracts of indemnity or other obligatory writings, excluding insurance policies and endorsements.

ARTICLE VIII, SECTION 5. - The signature of any authorized officer and the Corporate Seal may be affixed by facsimile to any Power of Attorney authorizing the execution and delivery of any of the instruments described in Article VIII, Section 4 of the By-Laws. Such facsimile signature and seal shall have the same force and effect as though manually affixed.

In Witness Whereof, IMT Insurance Company has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 14th day of August, 2019

IMT Insurance Company

Sean Kennedy

Sean Kennedy, President



STATE OF IOWA } COUNTY OF POLK

ss:

On this 14th day of August, 2019, before me appeared Sean Kennedy, to me personally known, who being by me duly sworn did say that he is President of the IMT Insurance Company, the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of West Des Moines, Iowa, the day and year first above written.



Seth Cary

Notary Public, Polk County, Iowa

CERTIFICATE

I, Dalene Holland, Secretary of the IMT Insurance Company do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY, executed by said the IMT Insurance Company, which is still in force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the Seal of the Company on 14th day of August, 2019

Dalene Holland

Dalene Holland, Secretary



MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, **Panther Farms, LLC**, as Principal (hereinafter the "Principal") and **IMT Insurance Company**, as Surety are held and firmly bound unto the **City of Cedar Falls, Iowa**, as Obligee (hereinafter referred to as "the City"), and to all persons who may be injured by any breach of any of the conditions of this Maintenance Bond (hereinafter referred to as "Bond") in the amount of one million two hundred thirty-nine thousand eight hundred thirty-one and 94/100 dollars (\$ 1,239,831.94), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

Whereas, prior to City Council approval of a final plat of a subdivided area, the Principal shall submit to the City Engineer this Bond to provide for the protection of the City against future liability for any and all defects in workmanship or materials and any conditions that could result in structural or other failure of all of the public infrastructure improvements required as part of final plat approval for a period of three (3) years from the date of acceptance of any required public improvement which is the _____ day of _____, **2019**; and

Whereas, the Principal represents that it has constructed and installed all required public infrastructure improvements as required as part of the final plat approval, to conform with approved construction plans which meet the design standards and technical standards established for such public improvements by the City and by Cedar Falls Utilities, and as shown on the approved construction plans and described in detail as follows:

Division 1 - Grading, Paving, & Earthwork

Now therefore, it is expressly understood and agreed by the Principal and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Principal and Surety, to-wit:

- 1. MAINTENANCE: The Principal and Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work performed on the above described public infrastructure improvements required as part of final plat approval for a period of three (3) years from the date of acceptance of all required public infrastructure improvements, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the City's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the City all outlay and expense incurred as a result of Principal's and Surety's failure to remedy any defect as required by this section.
 - D. Following Principal and Surety's repair and construction of any failed infrastructure component or elements the City Engineer shall determine whether the three-year bond shall be renewed or extended beyond the original three-year bond period. In the event of major structural failures the maintenance bond shall be renewed if recommended by the

City Engineer for a new three-year period from the date of repair for that portion of the public improvements involved in the structural failure and repair

2. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. That this Bond shall remain in full force and effect until the maintenance period is completed, whether completed within the specified three (3) year period or within an extension thereof, as provided in Section 1-D.
- B. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the date of acceptance the right to sue on this Bond.
- C. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the City including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the City's staff attorneys), and all costs and expenses of litigation as they are incurred by the City. It is intended the Principal and Surety will defend and indemnify the City on all claims made against the City on account of Principal's failure to perform as required in this Bond, that all agreements and promises set forth in this Bond will be fulfilled, and that the City will be fully indemnified so that it will be put into the position it would have been in had the infrastructure improvements been constructed in the first instance as required.
- D. In the event the City incurs any "outlay and expense" in defending itself against any claim as to which the Principal or Surety should have provided the defense, or in the enforcement of the promises given by the Principal in the approved construction plans, or in the enforcement of the promises given by the Principal and Surety in this Bond, the Principal and Surety agree that they will make the City whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed 125% of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be the United States District Court for the Northern District of Iowa or the Iowa District Court for Black Hawk County, State of Iowa. If legal action is required by the City to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the City, the Principal and the Surety agree, jointly, and severally, to pay the City all outlay and expense incurred therefor by the City. All rights, powers, and remedies of the City hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the City, by law. The City may proceed against surety for any amount guaranteed hereunder whether action is brought against the Principal or whether Principal is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the approved construction plans and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond and the approved construction plans; second, if not defined in this Bond and the approved construction plans, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in

the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The approved construction plans are hereby made a part of this Bond.

Witness our hands, in triplicate, this 14th day of August, 2019.

Countersigned By:


Signature of Agent

Jason Styve
Printed Name of Agent
Performance Insurance & Financial Services, LLC
Company Name

500 New York Ave
Company Address

Des Moines, IA 50313
City, State, Zip Code

1-515-309-9500
Company Telephone Number

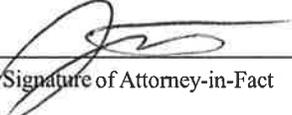
PRINCIPAL:

Panther Farms, LLC
Principal

By: 
Signature
Manager
Title

SURETY:

IMT Insurance Company
Surety Company

By: 
Signature of Attorney-in-Fact

Jason Styve, Attorney-in-Fact
Printed Name of Attorney-in-Fact

IMT Insurance Company
Company Name

7825 Mills Civic Parkway
Company Address

West Des Moines, IA 50266
City, State, Zip Code

1-800-274-3531 ext. 816
Company Telephone Number



NOTE:

1. All signatures on this 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.



POWER OF ATTORNEY

No. SY95522

Know All Persons By These Presents, that IMT Insurance Company a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of West Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Jason Styve

of Des Moines and State of Iowa its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

One Million Five Hundred Thousand (\$1,500,000.00) Dollars

and to bind IMT Insurance Company thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of IMT Insurance Company, and all such acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of IMT Insurance Company on December 18, 1998.

ARTICLE VIII, SECTION 4. - The President or any Vice President or Secretary shall have the authority to appoint Attorneys In Fact and to authorize them to execute on behalf of the Company, and attach thereto the Corporate Seal, bonds, undertakings, recognizances, contracts of indemnity or other obligatory writings, excluding insurance policies and endorsements.

ARTICLE VIII, SECTION 5. - The signature of any authorized officer and the Corporate Seal may be affixed by facsimile to any Power of Attorney authorizing the execution and delivery of any of the instruments described in Article VIII, Section 4 of the By-Laws. Such facsimile signature and seal shall have the same force and effect as though manually affixed.

In Witness Whereof, IMT Insurance Company has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 14th day of August, 2019.

IMT Insurance Company

Sean Kennedy

Sean Kennedy, President



STATE OF IOWA } ss:
COUNTY OF POLK

On this 14th day of August, 2019, before me appeared Sean Kennedy, to me personally known, who being by me duly sworn did say that he is President of the IMT Insurance Company, the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of West Des Moines, Iowa, the day and year first above written.



Seth Cary
Notary Public, Polk County, Iowa

CERTIFICATE

I, Dalene Holland, Secretary of the IMT Insurance Company do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY, executed by said the IMT Insurance Company, which is still in force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the Seal of the Company on 14th day of August, 2019.

Dalene Holland
Dalene Holland, Secretary



**DEPARTMENT OF PUBLIC WORKS**

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: Brett Armstrong, Civil Engineer I

DATE: August 14, 2019

SUBJECT: 2019 Bridge Maintenance Project
Project No. BR-000-3183
Contract Documents

Attached for your approval are the Form of Contract, the Performance, Payment, and Maintenance Bonds, Certificates of Insurance, and Form of Proposal with Minturn, Inc. for the construction of the 2019 Bridge Maintenance Project.

The Department of Public Works recommends approving and executing the contract with Minturn, Inc. for the construction of 2019 Bridge Maintenance Project. This project involves the repair of various items on eight (8) bridges within the City of Cedar Falls. Work will include concrete repair, mill and HMA overlay of approach pavement, replacement of expansion joints, and the repairing of bridge decks, bridge medians, and handrails.

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

xc: Chase Schrage, Director of Public Works
Stephanie Houk Sheetz, Director of Community Development

FORM OF CONTRACT

This Contract entered into in quadruplicate at Cedar Falls, Iowa, this ____ day of _____, 2019, by and between the City of Cedar Falls, Iowa, hereinafter called the Owner, and Clinton Rhoads of Minturn, Inc, hereinafter called the Contractor.

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials and equipment and construct the public improvement consisting of: 2019 BRIDGE MAINTENANCE PROJECT, Project No. BR-000-3183 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 1st day of July 2019, and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

Said improvement shall be constructed strictly in accordance with said Plans and Specifications.

The following parts of the Plans and Specifications for said Project No. BR-000-3183 attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

- a. Resolution ordering construction of the improvement
- b. Plans
- c. Notice of Public Hearing on Plans and Specifications
- d. Notice to Bidders
- e. Instructions to Bidders
- f. Supplemental Conditions
- g. General Conditions
- h. Project Specifications
- i. Form of Proposal
- j. Performance, Payment and Maintenance Bond
- k. Form of Contract
- l. Non-collusion Affidavit of Prime Bidder
- m. Bidders Status Form

In Witness whereof, this Contract has been executed in quadruplicate on the date first herein written.



Contractor

CITY OF CEDAR FALLS, IOWA

By _____
Jim Brown, Mayor

Attest: _____
Jacqueline Danielsen, MMC
City Clerk

Performance, Payment and Maintenance Bond

SURETY BOND NO. NIA2781

KNOW ALL BY THESE PRESENTS:

That we, Minturn, Inc., as Principal (hereinafter the “Contractor” or “Principal” and Merchants National Bonding, Inc. _____ as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as “the Owner”), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of **One Hundred Eighty-Six Thousand Seven Hundred and Ninety-Three Dollars and Zero Cents (\$186,793.00)**, 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 19th day of August, 2019, hereinafter the “Contract”) wherein said Contractor undertakes and agrees to construct the following described improvements:

2019 Bridge Maintenance Project Project BR-000-3183

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor’s default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:

- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of 2 year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
- B. To keep all work in continuous good repair; and
- C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in the Iowa District Court for Blackhawk 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.

Witness our hands, in triplicate, this 8th day of August, 2019.

Surety Countersigned By:

Tina Felderman
Signature of Agent

Tina Felderman
Printed Name of Agent

Arthur J. Gallagher Risk Management
Company Name

4200 Corporate Drive, Suite 160
Company Address

West Des Moines, IA 50266
City, State, Zip Code

515-309-6200
Company Telephone Number

FORM APPROVED BY:

Attorney for Owner

PRINCIPAL:

Minturn, Inc.
Contractor

By: *[Signature]*
Signature
President
Title

SURETY:

Merchants National Bonding, Inc.
Surety Company

By: *Abigail R. Mohr*
Signature Attorney-in-Fact Officer

Abigail R. Mohr
Printed Name of Attorney-in-Fact Officer

Merchants National Bonding, Inc.
Company Name

P. O. Box 14498
Company Address

Des Moines, IA 50306
City, State, Zip Code

515-243-8171
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.

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,

Abigail R Mohr; John R Fay; Kent M Rosenberg; Mat DeGroot; Matthew R Fay; Michael L McCoy

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 13th day of March, 2018.

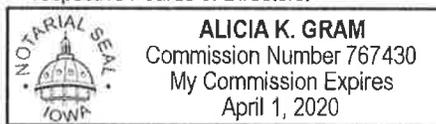


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 13th day of March, 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 8th day of August, 2019.



William Warner Jr.
Secretary

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUILDERS EXTENDED LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that the provisions listed below apply only upon the entry of an in the box next to the caption of such provision.

- | | |
|--|---|
| A. <input checked="" type="checkbox"/> Partnership and Joint Venture Extension | N. <input checked="" type="checkbox"/> Construction Project General Aggregate Limits |
| B. <input checked="" type="checkbox"/> Contractors Automatic Additional Insured Coverage – Ongoing Operations | O. <input checked="" type="checkbox"/> Fellow Employee Coverage |
| C. <input checked="" type="checkbox"/> Automatic Waiver of Subrogation | P. <input checked="" type="checkbox"/> Property Damage Liability - Elevators |
| D. <input checked="" type="checkbox"/> Extended Notice of Cancellation, Nonrenewal | Q. <input checked="" type="checkbox"/> Property Damage to the Named Insured's Work |
| E. <input checked="" type="checkbox"/> Unintentional Failure to Disclose Hazards | R. <input checked="" type="checkbox"/> Care, Custody or Control |
| F. <input checked="" type="checkbox"/> Broadened Mobile Equipment | S. <input checked="" type="checkbox"/> Concrete Rework Labor Reimbursement Coverage |
| G. <input checked="" type="checkbox"/> Personal and Advertising Injury - Contractual Coverage | T. <input checked="" type="checkbox"/> Lost Key Coverage |
| H. <input checked="" type="checkbox"/> Nonemployment Discrimination | U. <input checked="" type="checkbox"/> Electronic Data Liability Coverage |
| I. <input checked="" type="checkbox"/> Liquor Liability | V. <input checked="" type="checkbox"/> Consolidated Insurance Program Residual Liability Coverage |
| J. <input checked="" type="checkbox"/> Broadened Conditions | W. <input checked="" type="checkbox"/> Automatic Additional Insureds – Managers or Lessors of Premises |
| K. <input checked="" type="checkbox"/> Automatic Additional Insureds – Equipment Leases | X. <input checked="" type="checkbox"/> Automatic Additional Insureds – State or Governmental Agency or Political Subdivisions – Permits or Authorizations |
| L. <input checked="" type="checkbox"/> Insured Contract Extension - Railroad Property and Construction Contracts | Y. <input checked="" type="checkbox"/> Contractors Automatic Additional Insured Coverage – Completed Operations |
| M. <input checked="" type="checkbox"/> Turnkey Jobs - Coverage For Alienated Premises | Z. <input checked="" type="checkbox"/> Additional Insured – Engineers, Architects or Surveyors |

A. PARTNERSHIP AND JOINT VENTURE EXTENSION

The following provision is added to **SECTION II - WHO IS AN INSURED:**

The last full paragraph which reads as follows:

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.

is deleted and replaced with the following:

With respect to the conduct of any past or present joint venture or partnership not shown as a Named Insured in the Declarations and of which you are or were a partner or member, you are an insured, but only with respect to liability arising out of "your work" on behalf of any partnership or joint venture not shown as a Named Insured in the Declarations, provided no other similar liability insurance is available to you for "your work" in connection with your interest in such partnership or joint venture.

B. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – ONGOING OPERATIONS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the project(s) designated in the written contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

C. AUTOMATIC WAIVER OF SUBROGATION

Item 8. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is deleted and replaced with the following:

8. **Transfer of Rights of Recovery Against Others to Us and Automatic Waiver of Subrogation.**
 - a. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

- b. If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" for that person or organization.

D. EXTENDED NOTICE OF CANCELLATION, NONRENEWAL

Item **A.2.b.** of the **COMMON POLICY CONDITIONS**, is deleted and replaced with the following:

A.2.b. 60 days before the effective date of the cancellation if we cancel for any other reason.

Item **9.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is deleted and replaced with the following:

9. WHEN WE DO NOT RENEW

- a. If we choose to nonrenew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.
- b. If we do not give notice of our intent to nonrenew as prescribed in a. above, it is agreed that you may extend the period of this policy for a maximum additional sixty(60) days from its scheduled expiration date. Where not otherwise prohibited by law, the existing terms, conditions and rates will remain in effect during that extension period. It is further agreed that so long as it is not otherwise prohibited by law, this one time sixty day extension is the sole remedy and liquidated damages available to the insured as a result of our failure to give the notice as prescribed in 9. a. above.

E. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Although we relied on your representations as to existing and past hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

F. BROADENED MOBILE EQUIPMENT

Item **12.b.** of **SECTION V - DEFINITIONS**, is deleted and replaced with the following:

12.b. Vehicles maintained for use solely on or next to premises, sites or locations you own, rent or occupy.

G. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL COVERAGE

Exclusion 2.e. of **SECTION I, COVERAGE B** is deleted.

H. NONEMPLOYMENT DISCRIMINATION

Unless "personal and advertising injury" is excluded from this policy:

Item **14.** of **SECTION V - DEFINITIONS**, is amended to include:

"Personal and advertising injury" also means embarrassment or humiliation, mental or emotional distress, physical illness, physical impairment, loss of earning capacity or monetary loss, which is caused by "discrimination."

SECTION V - DEFINITIONS, is amended to include:

"Discrimination" means the unlawful treatment of individuals based on race, color, ethnic origin, age, gender or religion.

Item 2. Exclusions of **SECTION I, COVERAGE B**, is amended to include:

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured.

"Personal and advertising injury" arising out of "discrimination" by or at your, your agents or your "employees" direction or with your, your agents or your "employees" knowledge or consent.

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any dwelling, permanent lodging or premises by or at the direction of any insured.

Fines, penalties, specific performance or injunctions levied or imposed by a governmental entity, or governmental code, law, or statute because of "discrimination."

I. LIQUOR LIABILITY

Exclusion 2.c. of **SECTION I, COVERAGE A**, is deleted.

J. BROADENED CONDITIONS

Items 2.a. and 2.b. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, are deleted and replaced with the following:

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit:

- a. You must see to it that we are notified of an "occurrence" or an offense which may result in a claim as soon as practicable after the "occurrence" has been reported to you, one of your officers or an "employee" designated to give notice to us. Notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Record the specifics of the claim or "suit" and the date received as soon as you, one of your officers, or an "employee" designated to record such information is notified of it; and
 - (2) Notify us in writing as soon as practicable after you, one of your officers, your legal department or an "employee" you designate to give us such notice learns of the claims or "suit."

Item 2.e. is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- 2.e. If you report an "occurrence" to your workers compensation insurer which develops into a liability claim for which coverage is provided by the Coverage Form, failure to report such "occurrence" to us at the time of "occurrence" shall not be deemed in violation of paragraphs 2.a., 2.b., and 2.c. However, you shall give written notice of this "occurrence" to us as soon as you are made aware of the fact that this "occurrence" may be a liability claim rather than a workers compensation claim.

K. AUTOMATIC ADDITIONAL INSUREDS - EQUIPMENT LEASES

SECTION II - WHO IS AN INSURED is amended to include any person or organization with whom you agree in a written equipment lease or rental agreement to name as an additional insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, at least in part, by your maintenance, operation, or use by you of the equipment leased to you by such person or organization, subject to the following additional exclusions.

The insurance provided to the additional insured does not apply to:

1. "Bodily injury" or "property damage" occurring after you cease leasing the equipment.
2. "Bodily injury" or "property damage" arising out of the sole negligence of the additional insured.
3. "Property damage" to:
 - a. Property owned, used or occupied by or rented to the additional insured; or
 - b. Property in the care, custody or control of the additional insured or over which the additional insured is for any purpose exercising physical control.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

L. INSURED CONTRACT EXTENSION - RAILROAD PROPERTY AND CONSTRUCTION CONTRACTS

Item 9. of **SECTION V - DEFINITIONS**, is deleted and replaced with the following.

9. "Insured Contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

M. TURNKEY JOBS - COVERAGE FOR ALIENATED PREMISES

It is agreed that:

Exclusion 2.j.(2) of SECTION I, COVERAGE A, does not apply if the premises are "your work" and were not occupied, rented or held for rental by you for more than 12 months after completion.

N. CONSTRUCTION PROJECT GENERAL AGGREGATE LIMITS

This modifies **SECTION III - LIMITS OF INSURANCE**.

- A.** For all sums which can be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C**:
 1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under **COVERAGE C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits."
 3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.
 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.

- B.** For all sums which cannot be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C**:
1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Construction Project General Aggregate Limit.
- C.** Payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.
- D.** If a construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of **SECTION III - LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to be applicable.

O. FELLOW EMPLOYEE COVERAGE

Exclusion 2.e. Employers Liability of **SECTION I, COVERAGE A**, is deleted and replaced with the following:

2.e. "Bodily injury" to

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to:

- (1) Liability assumed by the insured under an "insured contract"; or
- (2) Liability arising from any action or omission of a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business.

Item 2.a.(1)(a) of **SECTION II - WHO IS AN INSURED**, is deleted and replaced with the following:

2.a.(1)(a) To you, to your partners or members (if you are a partnership or joint venture) or to your members (if you are a limited liability company), or to your "volunteer workers" while performing duties related to the conduct of your business.

P. PROPERTY DAMAGE LIABILITY - ELEVATORS

"Property damage" liability is changed as follows:

1. **Exclusions 2.j.(3) and 2.j.(4) of SECTION I, COVERAGE A**, do not apply to the use of elevators.
2. The insurance afforded by reason of this provision is excess over any valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis, and the **OTHER INSURANCE** condition is changed accordingly.

Q. PROPERTY DAMAGE TO THE NAMED INSURED'S WORK

Exclusion I of SECTION I, COVERAGE A. is deleted and replaced with the following:

I. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products completed operation hazard."

This exclusion applies only to that portion of any loss in excess of \$50,000 per occurrence if the damaged work and the work out of which the damage arises was performed by you.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

R. CARE, CUSTODY OR CONTROL

Exclusion 2.j.4 of SECTION I, COVERAGE A. is deleted and replaced with the following:

- 2.j.4** Personal property in the care, custody or control of the insured. However, for personal property in the care, custody or control of you or your "employees," this exclusion applies only to that portion of any loss in excess of \$25,000 per occurrence, subject to the following terms and conditions;
- (a) The most that we will pay under this provision as an annual aggregate is \$100,000, regardless of the number of occurrences.
 - (b) This provision does not apply to "employee" owned property or any property that is missing where there is not physical evidence to show what happened to the property.
 - (c) The aggregate limit for this coverage provision is part of the General Aggregate Limit and **SECTION III - LIMITS OF INSURANCE** is changed accordingly.
 - (d) In the event of damage to or destruction of property covered by this exception, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto, at actual cost to you, exclusive of prospective profit or overhead charges of any nature.
 - (e) \$2,500 shall be deducted from the total amount of all sums you became obligated to pay as damages on account of damage to or destruction of all property of each person or

organization, including the loss of use of that property, as a result of each "occurrence." Our limit of liability under the endorsement as being applicable to each "occurrence" shall be reduced by the amount of the deductible indicated above; however, our aggregate limit of liability under this provision shall not be reduced by the amount of such deductible. The conditions of the policy, including those with respect to duties in the event of "occurrence," claims or "suit" apply irrespective of the application of the deductible amount. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

S. CONCRETE REWORK LABOR REIMBURSEMENT COVERAGE

As it applies to this coverage,

SECTION I - COVERAGE A is amended as follows:

1. Insuring Agreement, is deleted and replaced by the following:

We will reimburse you for your direct labor expense associated with your "concrete rework" which was performed by you during the policy period due to the original "concrete product" failing to meet contractual specifications as ordered for the job or accepted industry standards for its specific intended use, verified by testing by an ASTM (American Society of Testing & Materials) accredited independent testing agency.

2. Exclusions, is deleted and replaced by the following:

The insurance provided by this endorsement does not apply to:

- a. "Cosmetic Defects"
- b. Loss of use
- c. Changes to the "concrete product" contractual specifications not acknowledged by the named insured in writing prior to the beginning of the job
- d. "Loss" arising from the "subsidence" of land
- e. "Loss" arising from work performed on your behalf by a subcontractor, except for the supply of the "concrete product"
- f. Cost of materials used in the installation of the "concrete product" or "concrete rework"
- g. Damages or "loss" that is covered by a Property or Inland Marine coverage form for your financial interest in your project and structures
- h. "Loss" unless the "concrete rework" is completed within one year from the completion of the original "concrete product" installation performed by you
- i. "Loss" caused by the failure to order the "concrete product" as required:
 - a. In the contractual specifications; or
 - b. By accepted industry standards for its specific intended use
- j. "Loss" expected or intended from the standpoint of the insured
- k. "Concrete product" supplied by you

SECTION III - LIMITS OF INSURANCE is amended to include the following:

- 1. The Limits of Insurance as shown and the rules below fix the most we will pay regardless of the number of
 - a. Insureds covered under this insurance;
 - b. "Concrete rework" projects to which this insurance applies.

"Concrete Rework" Project Limit	\$50,000
"Concrete Rework" Policy Aggregate Limits	\$50,000
"Concrete Rework" Deductible	\$ 1,000
- 2. The "Concrete Rework" Project Limit shown above is the most we will reimburse you for your direct labor expense arising out of any single "concrete rework" project.
- 3. Subject to 2. above, the "Concrete Rework" Policy Aggregate Limit shown above is the most we will reimburse you for your direct labor expenses for the sum of all "concrete rework" projects.
- 4. The "Concrete Rework" Project Limit and the "Concrete Rework" Policy Aggregate Limits shall be included within and not be in addition to the General Aggregate Limit or the Products-Completed Operations Aggregate Limit (whichever applies), as stated in the declarations and as described in **SECTION III - LIMITS OF INSURANCE**.
- 5. Our obligation to reimburse you applies only to the amount of your direct labor expense in excess of the "Concrete Rework" Deductible stated above. This deductible shall apply separately to each "concrete rework" project.

The Limits of Insurance of this coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with either the beginning of the policy period shown in the Declarations, or the effective date of the endorsement, whichever is less. If the policy period is extended after issuance for an additional period of less than 12 months the additional period will be deemed part of the preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

Item 2. Duties in The Event Of Occurrence, Offense, Claim Or Suit is deleted and replaced by the following:

- 2. Duties in The Event Of Occurrence, Offense, Claim Or Suit
 - a. You must see to it that we are notified prior to completing the "concrete rework" which may result in labor reimbursement. Notice should include:
 - (1) How, when and where the incident took place;
 - (2) The names and addresses of any witnesses, and
 - (3) The estimated labor expense for the "concrete rework"
 - b. You must promptly take all steps to minimize the expenses involved.
 - c. You must cooperate with us and upon request, assist in enforcing any right of contribution or indemnity against any person or organization.

- d. You must provide us with proof of loss and any other required documents within 60 days of our request. You must also permit us to examine and copy any of your books and records at any reasonable time. You, your "employees" and your agents must, if we require you to, submit to examination under oath at such times as may be required, and sign a copy of the examination.
- e. No insureds will, except at their own cost, assume any obligation, or incur any expense without our consent.

SECTION V - DEFINITIONS is amended to add the following:

"Concrete rework" means the alteration, repair, removal or replacement of a "concrete product"

"Concrete product" means any product you directly install consisting of concrete, cement, sand, mortar mix or related materials

"Cosmetic defects" means a superficial or surface defect that does not affect the structural integrity of the "concrete product"

"Loss" means your direct labor expense associated with a "concrete rework" project

"Subsidence" means earth movement, including but not limited to:

- a. Landslide;
- b. Mud flow;
- c. Earth sinking;
- d. Earth rising;
- e. Collapse or movement of fill;
- f. Improper compaction;
- g. Earth settling, slipping, falling away, caving in, eroding, tilting or shifting;
- h. Earthquake; or
- i. Any other movement of land or earth.

T. LOST KEY COVERAGE

As it applies to this coverage,

SECTION I, COVERAGE A, is amended to include as follows:

We will pay those sums, subject to the limits of liability and deductible stated herein, that you become legally obligated to pay as damages due to the loss or mysterious disappearance of keys entrusted to or in the care, custody or control of you or your "employees" or anyone acting on your behalf. The damages covered by this endorsement are limited to the:

- 1. Actual cost of the keys;
- 2. Cost to adjust locks to accept new keys; or
- 3. Cost of new locks, if required, including the cost of installation.

Item 2. Exclusions of SECTION I, COVERAGE A, is amended to include the following:

- 1. Keys owned by any insured, employees of any insured, or anyone acting on behalf of any insured.
- 2. Any resulting loss of use from the loss or mysterious disappearance of keys; or
- 3. Any of the following acts by any insured, employees of any insured, or anyone acting on behalf of any insureds:
 - a. Misappropriation;
 - b. Concealment;
 - c. Conversion;
 - d. Fraud; or
 - e. Dishonesty

Exclusions 2.j.(3) and 2.j.(4) of SECTION I, COVERAGE A do not apply to Lost Key Coverage.

SECTION III - LIMITS OF INSURANCE is amended to include the following:

- 1. The Lost Key Coverage Occurrence Limit shown below is the most we will pay for each occurrence for damages for Lost Key Coverage provided in this endorsement.
- 2. The Lost Key Coverage Policy Aggregate Limit shown below is the most we will pay for all occurrences covered by this endorsement during the policy period.

Lost Key Coverage Occurrence Limit	\$50,000
Lost Key Coverage Policy Aggregate Limit	\$50,000
Lost Key Coverage Deductible	\$ 1,000

- 3. The Lost Key Coverage Policy Aggregate Limit shall be included within and not be in addition to the General Aggregate Limit or the Products-Completed Operations Aggregate Limit (whichever applies), as stated in the declarations and as described in SECTION III - LIMITS OF INSURANCE.

Our obligation under this coverage to pay damages on your behalf applies only to the amount of damages in excess of the Lost Key Coverage Deductible stated above. The deductible applies on an "occurrence" basis.

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

U. ELECTRONIC DATA LIABILITY COVERAGE

- 1. **Exclusion 2.p. Electronic Data** of SECTION I, COVERAGE A, is deleted and replaced with the following:
 - 2.p. 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.

2. The following definition is added to **SECTION V – DEFINITIONS**:

“Electronic data” means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

3. For the purposes of this coverage, the definition of “property damage” in **SECTION V – DEFINITIONS** is replaced by the following:

“Property damage” means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

V. CONSOLIDATED INSURANCE PROGRAM RESIDUAL LIABILITY COVERAGE

With respect to “bodily injury”, “property damage”, or “personal and advertising injury” arising out of your ongoing operations; or operations included within the “products-completed operations hazard”, the policy to which this coverage is attached shall apply as excess insurance over coverage available to “you” under a Consolidated Insurance Program (such as an Owner Controlled Insurance Program or Contractors Controlled Insurance Program).

Coverage afforded by this endorsement does not apply to any Consolidated Insurance Program involving a “residential project” or any deductible or insured retention, specified in the Consolidated Insurance Program.

The following is added to **Section V – Definitions**

“Residential project” means any project where 30% or more of the total square foot area of the structures on the project is used or is intended to be used for human residency. This includes but is not limited to single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments and appurtenant structures (including pools, hot tubs, detached garages, guest houses or any similar structures). A “residential project” does not include military owned housing, college/university owned housing or dormitories, long term care facilities, hotels, motels, hospitals or prisons.

All other terms, provisions, exclusions and limitations of this policy apply.

W. AUTOMATIC ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

SECTION II – WHO IS AN INSURED is amended to include:

Any person or organization with whom you agree in a written contract or written agreement to name as an additional insured but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises, designated in the written contract or written agreement, that is leased to you and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured listed in the written contract or written agreement.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

X. AUTOMATIC ADDITIONAL INSUREDS - STATE OR GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISIONS – PERMITS OR AUTHORIZATIONS

SECTION II – WHO IS AN INSURED is amended to include any state or governmental agency or subdivision or political subdivision with whom you are required by written contract, ordinance, law or building code to name as an additional insured subject to the following provisions:

This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

Y. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – COMPLETED OPERATIONS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy for completed operations, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the project designated in the contract, performed for that additional insured and included in the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

Z. ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any architect, engineer or surveyor who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

This includes such architect, engineer or surveyor, who may not be engaged by you, but is contractually required to be added as an additional insured to your policy.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

**FORM OF PROPOSAL
2019 BRIDGE MAINTENANCE PROJECT
PROJECT NO. BR-000-3183
CITY OF CEDAR FALLS, IOWA**

To the Mayor and City Council
City of Cedar Falls, Iowa

The undersigned hereby certifies that Minturn, Inc have personally and carefully examined the specifications, general conditions, and form of contract annexed hereto. Having made such examination, the undersigned hereby proposes to construct the improvements for the 2019 BRIDGE MAINTENANCE 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:

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	SUBBASE, GRANULAR 6 IN.	SY	321.7	15 ⁰⁰	4,825 ⁵⁰
2	PAVEMENT, PCC, 8 IN.	SY	106.7	130 ⁰⁰	13,871 ⁰⁰
3	CONCRETE MEDIAN, 6 IN.	SY	108.3	90 ⁰⁰	9,747 ⁰⁰
4	HMA OVERLAY, 3 IN.	SY	253.3	76 ⁰⁰	19,250 ⁸⁰
5	PAVEMENT REMOVAL	SY	321.7	50 ⁰⁰	16,085 ⁰⁰
6	TRAFFIC CONTROL	LS	1	14,480 ⁰⁰	14,480 ⁰⁰
7	TEMPORARY TRAFFIC SIGNAL	LS	1	10,000 ⁰⁰	10,000 ⁰⁰
8	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORN	STA	32.24	60 ⁰⁰	1,934 ⁴⁰
9	PAVEMENT MARKINGS REMOVED	STA	32.24	145 ⁰⁰	4,674 ⁸⁰
10	GRANULAR SHLD, TYPE B	TON	75	35 ⁰⁰	2,625 ⁰⁰
11	BRIDGE APPROACH, SECONDARY ROADS	SY	106.7	225 ⁰⁰	24,007 ⁵⁰
12	REMOVALS, AS PER PLAN (STRUCTURE NO. 1)	LS	1	1,000 ⁰⁰	1,000 ⁰⁰
13	REMOVALS, AS PER PLAN (STRUCTURE NO. 12)	LS	1	1,000 ⁰⁰	1,000 ⁰⁰
14	REMOVALS, AS PER PLAN (STRUCTURE NO. 17)	LS	1	1,000 ⁰⁰	1,000 ⁰⁰
15	REMOVALS, AS PER PLAN (STRUCTURE NO. 28)	LS	1	1,000 ⁰⁰	1,000 ⁰⁰
16	REMOVALS, AS PER PLAN (STRUCTURE NO. 39)	LS	1	1,750 ⁰⁰	1,750 ⁰⁰
17	REMOVALS, AS PER PLAN (STRUCTURE NO. 49)	LS	1	1,000 ⁰⁰	1,000 ⁰⁰
18	DECK REPAIR, CLASS A	SY	38	350 ⁰⁰	13,300 ⁰⁰
19	NEOPRENE GLAND INSTALLATION AND TESTING	LF	34.5	100 ⁰⁰	3,450 ⁰⁰
20	STEEL PIPE PEDESTRIAN HAND RAILING	LF	14.4	650 ⁰⁰	9,360 ⁰⁰
21	CONCRETE REPAIR	SF	3	450 ⁰⁰	1,350 ⁰⁰
22	MOBILIZATION	LS	1	18,600 ⁰⁰	18,600 ⁰⁰
23	INSTALL CF EXPANSION JOINTS	LF	514.1	20 ⁰⁰	10,282 ⁰⁰
24	FILL VOIDS AT CONDUIT	LS	1	1,000 ⁰⁰	1,000 ⁰⁰
25	ALUMINUM HAND RAIL WELD REPAIR	LS	1	1,200 ⁰⁰	1,200 ⁰⁰
				Total:	\$ 186,793⁰⁰

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. A unit price shall be submitted for each 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 the Contractor for signature, and start work within ten (10) calendar days after the date as set forth in the written Notice to Proceed.

Bid Security in the sum of Ten Percent of Bid Amount 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. _____ Date _____

The bidder has filled in all blanks on this Proposal.

Note: The Penalty for making false statements in offers is prescribed in 18 U.S.A., Section 1001.

Name of bidder
Minturn, Inc

[Signature]

144 W. Front St.

By President

Official Address
Brooklyn, IA 52211

Title

**DEPARTMENT OF PUBLIC WORKS**

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: Brett Armstrong, Civil Engineer I

DATE: August 15, 2019

SUBJECT: Supplemental Agreement No. 4A
Clapsaddle Garber Associates, Inc.
Prairie Winds 4th Addition
Construction Related Services

The City of Cedar Falls entered into a Professional Services Agreement with Clapsaddle-Garber Associates (CGA) on July 7th, 2015 for construction related services.

The Engineering Division requests approval of the attached Supplemental Agreement No. 4A for the additional construction related engineering services on the Prairie Winds 4th Addition.

In accordance with subdivision chapter of the City Code, Section 24-5.2 - Inspection states that "all improvements shall be inspected to ensure compliance with the requirements of this ordinance. The cost of such inspection shall be borne by the subdivider, and shall be the actual cost of the inspection to the city." The cost of the construction related services under this agreement will be billed to the developers.

The Engineering Division requests your consideration and approval of the Supplemental Agreement No. 4A with Clapsaddle-Garber Associates, Inc. for construction related engineering services during the construction of the public improvements for the 2019 construction season. If you have any questions or comments feel free to contact me.

att

xc: Chase Schrage, Director of Public Works
Matthew Tolan, E.I., Civil Engineer II



DEPARTMENT OF DEVELOPMENTAL SERVICES

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

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

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

Construction Observation and Testing Services Agreement for Prairie Winds 4th Addition

WHEREAS, a Professional Services Agreement was entered into by the City of Cedar Falls, Iowa (Client), and Clapsaddle-Garber Associates (Consultant), of Marshalltown, Iowa, dated July 7, 2015 for construction observation and testing services; and

WHEREAS, the Client and Consultant desire to amend the previous agreement to increase the original not to exceed amounts of the Professional Services Agreement outlined above,

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

I. SCOPE OF SERVICES

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

- A. Prairie Winds 4th Addition construction period was assumed to be 16 weeks, with approximately 20 hours of construction observation per week. Construction began in June 2018. Estimated additional construction observation from 6/14/19 to project completion is 250 hours, not including expenses.
- B. All other services listed in the Scope of Service shall be provided as originally presented in the Professional Services Agreement dated July 7, 2015.

II. COMPENSATION

Compensation for the Services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed.

- A. Total compensation for Prairie Winds 4th Addition is an increase in the not to exceed fee of \$17,500.00.

- III. In all other aspects, the obligations of the Client and Consultant shall remain as specified in the Professional Services Agreement dated July 7, 2015.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written below.

APPROVED FOR CLIENT

APPROVED FOR CONSULTANT

By: _____

By: _____

Printed Name: _____

Printed Name: Adam C. Daters

Title: _____

Title: Project Manager

Date: _____

Date: July 24, 2019

**DEPARTMENT OF PUBLIC WORKS**

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: Brett Armstrong, Civil Engineer I

DATE: August 15, 2019

SUBJECT: Supplemental Agreement No. 6A
Clapsaddle Garber Associates, Inc.
Sands Addition
Construction Related Services

The City of Cedar Falls entered into a Professional Services Agreement with Clapsaddle-Garber Associates (CGA) on July 7th, 2015 for construction related services.

The Engineering Division requests approval of the attached Supplemental Agreement No. 6A for the additional construction related engineering services on the Sands Addition.

In accordance with subdivision chapter of the City Code, Section 24-5.2 - Inspection states that "all improvements shall be inspected to ensure compliance with the requirements of this ordinance. The cost of such inspection shall be borne by the subdivider, and shall be the actual cost of the inspection to the city." The cost of the construction related services under this agreement will be billed to the developers.

The Engineering Division requests your consideration and approval of the Supplemental Agreement No. 6A with Clapsaddle-Garber Associates, Inc. for construction related engineering services during the construction of the public improvements for the 2019 construction season. If you have any questions or comments feel free to contact me.

att

xc: Chase Schrage, Director of Public Works
Matthew Tolan, E.I., Civil Engineer II



DEPARTMENT OF DEVELOPMENTAL SERVICES

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

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

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

Construction Observation and Testing Services Agreement for Sands Addition, Cedar Falls, Iowa

WHEREAS, a Professional Services Agreement was entered into by the City of Cedar Falls, Iowa (Client), and Clapsaddle-Garber Associates (Consultant), of Marshalltown, Iowa, dated July 7, 2015 for construction observation and testing services; and

WHEREAS, the Client and Consultant desire to amend the previous agreement to increase the original not to exceed amounts of the Professional Services Agreement outlined above,

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

I. SCOPE OF SERVICES

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

- A. Sands Addition construction period was assumed to be 12 weeks, with approximately 20 hours of construction observation per week. Construction began in November 2017. Estimated additional construction observation from 5/24/2019 to project completion is 60 hours, not including expenses.
- B. All other services listed in the Scope of Service shall be provided as originally presented in the Professional Services Agreement dated July 7, 2015.

II. COMPENSATION

Compensation for the Services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed.

- A. Total compensation for Sands Addition is an increase in the not to exceed fee of \$4,200.00.

- III. In all other aspects, the obligations of the Client and Consultant shall remain as specified in the Professional Services Agreement dated July 7, 2015.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written below.

APPROVED FOR CLIENT

APPROVED FOR CONSULTANT

By: _____

By: _____

Printed Name: _____

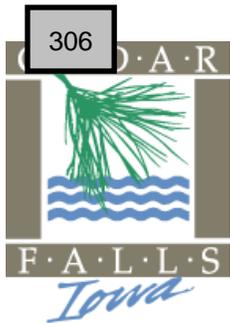
Printed Name: Adam C. Daters

Title: _____

Title: Project Manager

Date: _____

Date: July 24, 2019



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

To: Honorable Mayor James P. Brown and City Council
From: Lisa Ahern, Planner 1
Date: August 14, 2019
Subject: Waiting List for Section 8 Housing Choice Voucher Program

INTRODUCTION

City Council passed a resolution on July 15, 2019 to open the Waiting List for the Housing Choice Voucher (HCV) Program from August 6, 2019 through January 31, 2020. The Waiting List was reopened to replenish the applicant pool for the City's Preference 1 group, which includes elderly households, disabled households and families who live or work in Cedar Falls.

Staff opened the Waiting List and began accepting applications on August 6, 2019. Seventy-two (72) applications were received within the first two application days, which were held on August 6th and August 13th.

ANALYSIS

Approximately half of the applications received were from applicants in the Preference 1 group. This is the first group of applicants the City desires to serve.

After the Waiting List was reopened, a staff vacancy in the Section 8 Office was announced. Due to this vacancy, there will not be sufficient staffing to continue accepting new applications through the January 31, 2020 date.

The Housing Commission met on August 13th to discuss the status of the Waiting List. Because a sufficient number of new applications were received and there is a change in staffing for the program, the Housing Commission recommended closing the Waiting List at this time.

RECOMMENDATION

The Housing Commission recommends that the Waiting List for the HCV program be closed until further notice.

RESOLUTION NO. _____

RESOLUTION TO CLOSE THE HOUSING CHOICE VOUCHER PROGRAM

WHEREAS, the Housing Choice Voucher (HCV) program (also known as Section 8) is a program of the U.S. Department of Housing and Urban Development (HUD). It is the government's major program for assisting very low-income families, the elderly, and the disabled to afford decent, safe, and sanitary housing in the private market.

WHEREAS, individuals apply for the program and are placed on a waiting list.

WHEREAS, applicants are contacted when their name comes to the top of the list and a final eligibility determination is made at that time for program admission.

WHEREAS, the Waiting List was reopened on August 6th to increase the number of applicants on file in the Preference 1 group.

WHEREAS, 72 new applications were received from August 6 to August 13, with approximately half of these applicants in the Preference 1 group;

WHEREAS, the Housing Commission voted on August 14, 2019 in favor of closing the Waiting List indefinitely.

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

The Waiting List for the Housing Choice Voucher Program is closed until further notice. No new applications will be accepted at this time.

ADOPTED this _____ day of August 19, 2019.

James P. Brown, Mayor

ATTEST

Jacqueline Daniels, MMC, City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Dennis Rutledge, Intern / Iris Lehmann, AICP, Planner II
DATE: August 15, 2019
SUBJECT: Sign review of property in the Central Business District Overlay

REQUEST: New signage on storefront

PETITIONER: Heather Stumberg, Your CBD Store Inc. Contractor: Signs & Design

LOCATION: 100 E 2nd Street, Suite 107

PROPOSAL

A new tenant, Your CBD Store Inc, and the property owner of 100 E 2nd Street are requesting a site plan review for a new wall sign and projecting sign at 100 E 2nd Street, Suite 107 in the Central Business District Overlay Zoning District.

BACKGROUND

The petitioner proposes to install one new wall sign and one new projecting sign on the facade of 100 E 3rd Street for a new business, Your CBD Store, locating in Suite 107. The property is located directly east of the 200 block of Main Street on the north side of E 2nd Street, see image to the right.



This item requires review by the Planning and Zoning Commission and the City Council due to the fact that this property is located within the Central Business District (Section 26-189). The downtown district requires a building site plan review (i.e. design review) for any "substantial improvement" to an exterior façade, including new signs and awnings. A substantial improvement to properties in the Central Business District Overlay is defined in Section 26-189 (f) and reads as follows:

"Substantial improvement" includes any new building construction within the overlay district or any renovation of an existing structure that involves any modification of the exterior appearance of the structure by virtue of adding or removing exterior windows or

doors or altering the color or exterior materials of existing walls. All facade improvements, changes, alterations, modifications or replacement of existing facade materials will be considered a substantial improvement. Included in this definition are any new, modified or replacement awning structures or similar material extensions over the public sidewalk area. A substantial improvement also includes any increase or decrease in existing building height and/or alteration of the existing roof pitch or appearance.”

Typically signage is not part of the review process unless the review is mandated by the Ordinance. In this case, when a new projecting sign is installed that overhangs the public right-of-way the Planning and Zoning Commission and City Council must review and approve the request. Not all signs are reviewed in this manner. If a sign or projecting sign is simply replaced, review of this level is not triggered and a permit can be issued with only staff level review.

ANALYSIS

The applicant is proposing to install a 52” x 96” flush mount wall sign and a 19” x 27” projecting blade sign to advertise the new tenant, Your CBD Store. Wall signs within the Central Business District cannot exceed ten percent of the total storefront area and all projecting signs shall not exceed 40 square feet per sign face (Section 26-189 (j)). The districts signage size requirements have been met. Both proposed signs will be placed on the south elevation facing E 2nd Street. Neither sign will be lighted. The wall sign will be located above the store’s entrance and the projecting sign will be placed next to the entrance 11 feet above the sidewalk and will project 1.5 feet into the right-of-way, see images to the right. All projecting signs within the Central Business District are required to be at least 10 feet above the sidewalk and cannot project further than half the width of the sidewalk that the storefront is located on or five feet, whichever is less (Section 26-189 (j)(2)). The sidewalk at this location is approximately 10 feet wide. The proposed placement of the signs meet city code. If approved by the Planning and Zoning Commission, this item will be placed on the next regularly scheduled City Council meeting. If the City Council approves this request, a sign permit will be issued for the new signs.

TECHNICAL COMMENTS

No comments.

STAFF RECOMMENDATION

The Community Development Department recommends approval of the submitted facade plan for 100 E 2nd Street, Suite 107.

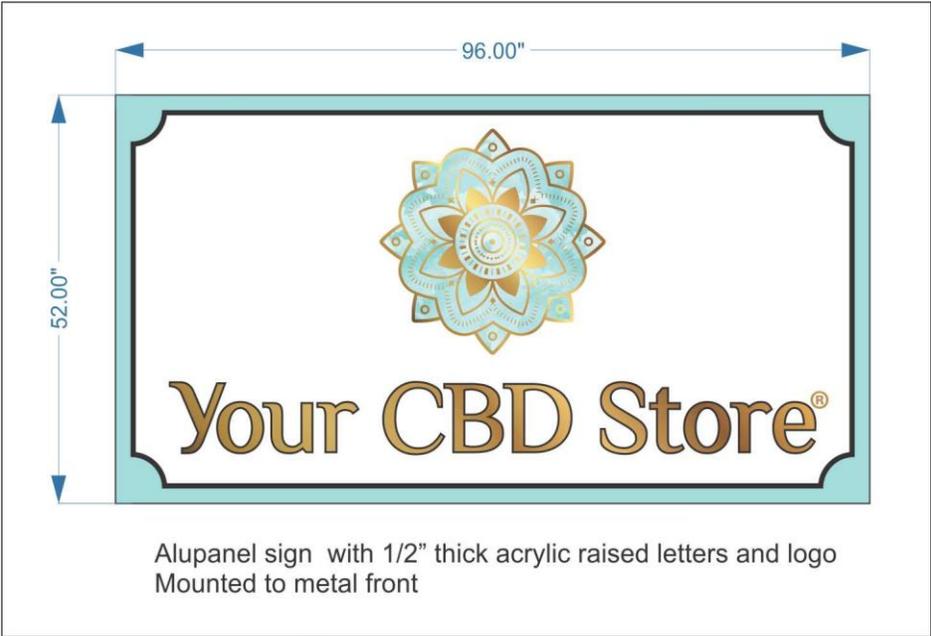
PLANNING & ZONING COMMISSION

Discussion/Vote 8/14/2019 Howard presented the staff report and indicated that that proposed projecting sign met the City’s sign code requirements. There were no comments or questions from the Commission and no comments from the public.

The Commission voted to recommend approval of the submitted façade plan and projecting sign for 100 E 2nd Street, Suite 107 on a 5-0 vote (Holst, Leeper, Wingert absent).

Attachments:

Letter of intent, Details of proposed signage







SIGNS & DESIGNS

5600 NORDIC DRIVE
 CEDAR FALLS, IOWA 50613
 PHONE: 319-277-8829 FAX: 319-268-2298

7/29/2019
 100 East 2nd St.
 Suite 107
 Cedar Falls, Iowa

RECEIVED
 JUL 31 2019
 COMMUNITY DEVELOPMENT
 DEPARTMENT

P&Z Letter of intent:

Location:
 100 East 2nd St.

Overview:
 Installation of a 18.86" x 26.9" blade sign. 2 sided that is 11' to the bottom of the sig and total projection is 21". Aluminum frame and faces . This sign is non-lighted.

Applicant Contact: Your CBD Store Heather Stumberg
 Contractor: David Schachterle, 5600 Nordic Drive, Cedar Falls, Iowa 50613 T: 319-277-8829

David Schachterle
 Signs & Designs, Inc,
 CEO

DEPARTMENT OF COMMUNITY DEVELOPMENT



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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Dennis Rutledge, Intern
Iris Lehmann, AICP, Planner II
DATE: August 15, 2019
SUBJECT: College Hill Neighborhood Site Plan Review – 1809 College Street

REQUEST: Request to approve a College Hill Neighborhood District Site Plan Review for a new single-unit dwelling at 1809 College Street

PETITIONER: CV Commercial, LLC

LOCATION: 1809 College Street

PROPOSAL

CV Commercial, LLC is proposing to construct a single-unit dwelling on the empty lot of 1809 College Street. The proposal is for a one bedroom, one bathroom home with 700 square feet of living space. See images below.



View of the proposed home from all angles

BACKGROUND

The lot at 1809 College Street is currently vacant. This property is part of the Auditor Rainbows Plat No 3 subdivision, is zoned R-2 Residence District, and falls within the College Hill Neighborhood Overlay District. The petitioner is proposing to build a 700 square foot single-unit dwelling on this lot.

All substantial improvements in the College Hill Neighborhood Overlay District must be reviewed and approved by the Planning & Zoning Commission as well as City Council. Any new construction qualifies as a substantial improvement under Section 26-181 (3): “Substantial improvement means any new construction within the district or any renovation of an existing structure.”

ANALYSIS

The College Hill Neighborhood Overlay District has specific requirements for new construction within the district. In addition, general zoning requirements for new construction must also be followed. The attached submitted plans meet all of the minimum College Hill Neighborhood Overlay District and zoning requirements pertaining to new development. Details on each requirement are reviewed below. If this single unit is approved by the Planning & Zoning Commission and City Council, a land use and building permit will be required prior to construction.

1) Proposed Use:

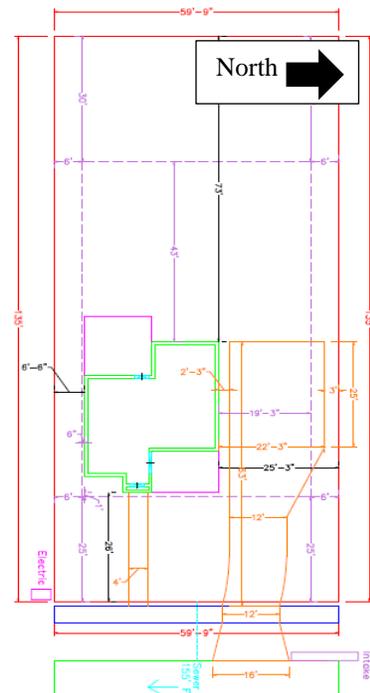
The applicant is proposing to build a single-unit dwelling. CV Commercial LLC’s intent is to construct a new high quality affordable housing option in the core of Cedar Falls. The R-2, Residence District, permits low density residential development. **A single unit home is a permitted use in the R-2 District.**

2) Lot size:

The property is zoned R-2, residential district. In this district the required lot width for a single unit home is 60 feet. The lot under consideration is 60 feet wide. The lot area required for a single unit home in the R-2 district is 7,200 square feet. The proposed property is 8,100 square feet. **The proposed lot area meets the R-2 District’s requirements.**

3) Building Setbacks:

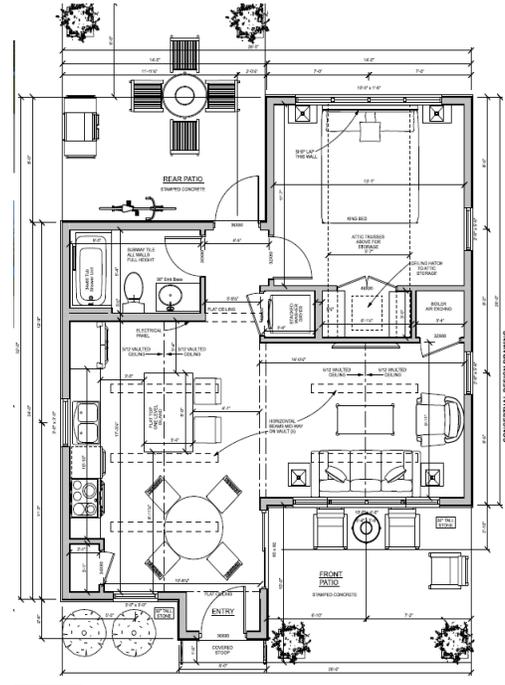
The required front yard setback in the R-2 district is 25 feet. The proposed front yard setback on this home is 26 feet. The required side yard setback in this district is 10% of the lot width. Since the width of this lot is 60 feet, a 6-foot setback is required. The side yard setbacks proposed are 6 feet 6 inches to the south and 25 feet 3 inches to the north; see image on the right. The rear yard setback requirement for the R-2 district is 30 feet. The



proposed single unit home has a rear yard setback of 73 feet. **The proposed building meets all setback requirements.**

4) Building Floor Plans:

The home will have one bedroom, one full bath, a full kitchen, and vaulted ceilings. The home is designed with an open living concept. The applicant is also proposing concrete patios on the front and the back of the house. **A full review of the building plans by the City's Building Department will be required prior to construction.**



5) Parking:

The College Hill Neighborhood Overlay District requires single-unit dwellings to have two hard surfaced parking stalls per dwelling. The proposed concrete driveway is 12 feet wide and 63 feet long. The driveway also includes a flare out next to the home, widening the driveway to 22 feet and 3 inches. With this layout this property will have room for 3 parking spots; two in tandem in the driveway and one in the flare out. **The proposed parking meets the requirements.**

6) Open Space:

The College Hill Neighborhood Overlay District states that driveways measuring no more than 18 feet in width, sidewalks and pedestrian access ways measuring no more than six feet in width may be established across the required front and side yard areas. The driveway will have a 12 foot width. Other than the front and rear patio areas, the remainder of the lot will remain as open green space. **This meets all requirements.**

7) Building Design:

The College Hill Neighborhood Overlay District states that materials and textures of all new buildings shall be compatible with those primary design elements on structures located on adjoining properties and also in consideration of said design elements commonly utilized on other nearby properties on the same block or within the immediate neighborhood.



Comparable scale and character in relation to adjoining properties and other nearby properties in the immediate neighborhood shall be maintained by reviewing several design elements. These are noted below with a review on how each element is addressed. Photos of some of the

surrounding homes are attached to this report.

Maintaining Similar Roof Pitch:

The proposed home will have a shingled pitched roof as shown here. The surrounding homes have similar roofs in style and materials. **The roof of the proposed home is comparable to those that are around it.**

Maintaining Similar Building Height, Building Scale and Building Proportion:

The maximum height in the R-2 district is 2 ½ stories or 35 feet, whichever is less. The proposed home is single story with a height of 16 feet from base to the roof peak. The surrounding properties on this block are a mixture of single story and two story homes. The proposed size of the home is smaller than most in this block but it won't be the smallest home. 1816 College Street, a neighboring structure, has a livable space of 400 square feet as reported by the Assessor's website. The proposed property will have 700 square feet of livable space. **The height, scale and proportion of the proposed building are compatible with other dwellings in the area.**

Use of Materials Comparable and Similar to Other Buildings on Nearby Properties in the Immediate Neighborhood:

Five of the seven homes in the immediate area have vinyl siding. The other two are brick homes. The proposed home will have white vinyl or cement board siding with a masonry base across the front of the home. **The proposed materials are consistent with the surrounding homes.**

Architectural character:

The College Hill Neighborhood Overlay District requires that the potential home has compatible architectural character to those in the immediate neighborhood. While the home has some features that give it a unique character, such as the vertical siding pattern and generous horizontal bank of windows along the front façade, it is designed as a traditional front-gabled home with a prominent stoop and canopy entrance, similar to other homes found in the neighborhood. The multiple gables provide character and visual interest and provide the basis for the vaulted ceiling on the interior of the home, which will make this small home feel more spacious. Many homes on this block have either a front porch or a stoop with a canopy that provides weather protection for the front entrance. The stoop and canopy entrance of the proposed home is consistent with other homes in the neighborhood. The front patio will be an uncovered, concrete pad. This is different from other homes in the immediate area. Many homes in the neighborhood have a front porch that elevates the usable outdoor space above the public sidewalk level to help distinguish the private outdoor space from the public space along the street. In this way, a porch provides more privacy for the residents of the home, as the first floor is elevated so that passersby cannot look directly into the interior of the home. Low planter boxes or other landscaping features could be used to provide additional privacy for the front patio. However, with the fairly generous front setback staff finds that the patio as proposed is

acceptable and will provide additional usable outdoor space for the residents. **Overall, staff finds that the character of the proposed building meets the standards and the home will be an attractive addition to the neighborhood.**

8) Entrance:

The College Hill Neighborhood Overlay District has requirements for the entrance of a home. Section 26-181, 6, a, states: *“The primary front entrances of all residential buildings shall face toward the public street. Street frontage wall spaces shall provide visual relief to large blank wall areas with the use of windows or doorways and other architectural ornamentation.”* As shown in the photos above, the proposed entrance to the home faces the street and has traditional entranceway features that make it both functional and attractive. The front façade has generous window coverage to provide eyes on the street. **The proposed home meets this requirement.**

9) Landscaping:

The College Hill Neighborhood Overlay District Section 26-181, 5, d states: *“All newly constructed single-unit dwellings to provide on-site landscaping within the required yard areas or in other green space areas of the property at the rate of 0.04 points per square foot of total lot area of the site under consideration for the proposed residential development or improvement”.* With a total lot area of 8,100 square feet, the lot will need to provide 324 points of landscaping. Points are calculated based on size and type of plants proposed or existing on site. The current site has 6 trees, two located in the public right of way, that are all 4-inch caliper or greater.



Locations of the trees are shown in the images above. Each of these trees are worth 100 landscaping points. The applicant is proposing to keep all the existing trees, providing 600 landscaping points. If either of the two trees in the right-of-way are being considered for removal, city staff will need to be consulted. If the proposed location of the home or driveway is determined to endanger any of the existing trees, the proposed home or driveway should be shifted to avoid damage to the trees. As long as the minimum setbacks are met, this type of change can be approved through a staff level review. In addition, the applicant will sod the affected area after construction. **The landscaping requirements are met.**

10) Storm Water:

The City Code states that there needs to be 25,000 square feet of impervious surface to trigger the need for on-site storm water management for a redevelopment site. This home and its proposed driveway will be 825 square feet total. **This requirement does not apply.**

Technical Comments:

City and Cedar Falls Utilities staff has reviewed the submitted site plan. All technical comments have been addressed.

Staff Recommendation:

The Community Development Department recommends approval of the College Hill Neighborhood District Site Plan for a new single-unit dwelling at 1809 College Street with the following stipulations:

- 1) Any additional comments or direction specified by the Planning & Zoning Commission.

Planning and Zoning Commission:

8/14/19 Discussion and vote

Howard presented the staff report. She indicated that the proposal is for development of a small single family house on an infill lot in the R-2 Zoning District in the College Hill Neighborhood Overlay District, so requires P&Z and City Council review. She described the zoning requirements and the design review standards that apply. The home meets all of the zoning requirements and while the home is small, is designed in a manner that fits the character of the area. She noted that the lot contains some mature trees and there are several large street trees in the public right-of-way that the developer intends to protect and preserve during construction. Howard noted that if any adjustments are needed to the plan to avoid damaging the trees, staff would work with the developer to administratively approve those changes, such as shifting the location of the driveway or the home.

Larson inquired whether a garage was required. Howard indicated that two parking spaces are required, but a garage is not a requirement.

The Commission voted to recommend approval of the site plan on a 5-0 vote.

Character of neighboring properties

1803 College St.



1804 College St.



1810 College St.



1815 College St.



1816 College St.



Address: Lot 14 Auditor Rainbows Plat No. 3 / 1809 College / Parcel 8914-14-283-010

Letter of Intent:

It is the stated intent of CV Commercial, LLC to construct and sell a single-family dwelling located at 1809 College St, Cedar Falls, IA 50613. The home will be constructed slab on grade with 700 sq ft of livable space. It will be constructed to meet and exceed Cedar Falls building code requirements. It will be one bedroom, full bathroom, open living concept, complete with a full kitchen and vaulted ceilings. The interior will be comprised of high-end finishes, appliances, Bertch cabinets, and quartz countertops. The exterior will be vertical LP or Hardie Board white siding, black trimmed windows, and stylish exterior lighting. The property, at its completion, will have a concrete drive and full landscaping (sod) to match its surroundings.

The market intent of this construction is to provide a quality, new, and affordable housing option in the core of Cedar Falls.

Respectfully,


CV Commercial



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 Phone: 319-273-8606
 Fax: 319-273-8610
 www.cedarfalls.com

MEMORANDUM

Planning & Community Services Division

TO: Mayor and Council
FROM: Iris Lehmann, ACIP, Planner II
 Matt Tolan, Civil Engineer II
DATE: August 15, 2019
SUBJECT: Pheasant Hollow Seventh Addition Preliminary Plat

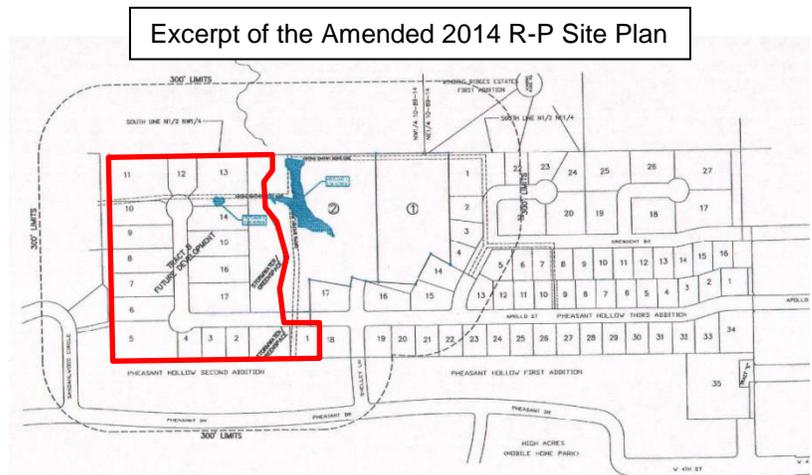
REQUEST: Request to approve the Pheasant Hollow Seventh Addition Preliminary Subdivision Plat
PETITIONER: White Coat Series II, LLC; Engineer: CGA, Inc.
LOCATION: The 14-acre property is located west of Apollo Street and north of Pheasant Drive.

PROPOSAL

The applicant is proposing to subdivide a 14 acre parcel in the R-P, Planned Residence, zoning district with the intent to develop 18 new single-unit residential lots.

BACKGROUND

The 14 acres under consideration are part of the Pheasant Hollow Development and was rezoned from A-1 (Agricultural) and R-1 (Residential) to R-P (Planned Residence District) on October 13, 2003. The rezoning, as required by the R-P zoning district, included an R-P Site Plan and development agreement. These documents outlined how this area was to develop. An amendment to the original R-P Site Plan was approved by the City Council on July 21, 2014. The amended R-P Site Plan updated the proposed uses allowed in the area (i.e. single unit homes and a limited amount of condo units) and reconfigured the layout of the development. The proposed preliminary plat is the westernmost section of the plan, outlined in red in the image above.



The Pheasant Hollow Development has been growing since 1990. Past approvals and

Development in this area include: Pheasant Hollow Addition (42 lots approved in 1990), Pheasant Hollow Second Addition (11 lots approved in 1999), Pheasant Hollow Third Addition (34 lots approved in 2005), Pheasant Hollow Fourth Minor Subdivision (1 lot in 2014), Pheasant Hollow Fifth Minor Subdivision (created several unbuildable parcels within Pheasant Hollow Third Addition that were sold to adjoining lot owners in 2015), and Pheasant Hollow Sixth Addition (4 lots and a 14-acre "Tract M" that was reserved for future development). The preliminary plat, Pheasant Hollow Seventh Addition, under consideration proposes to replat Tract M of Pheasant Hollow Sixth Addition to create 18 new lots.

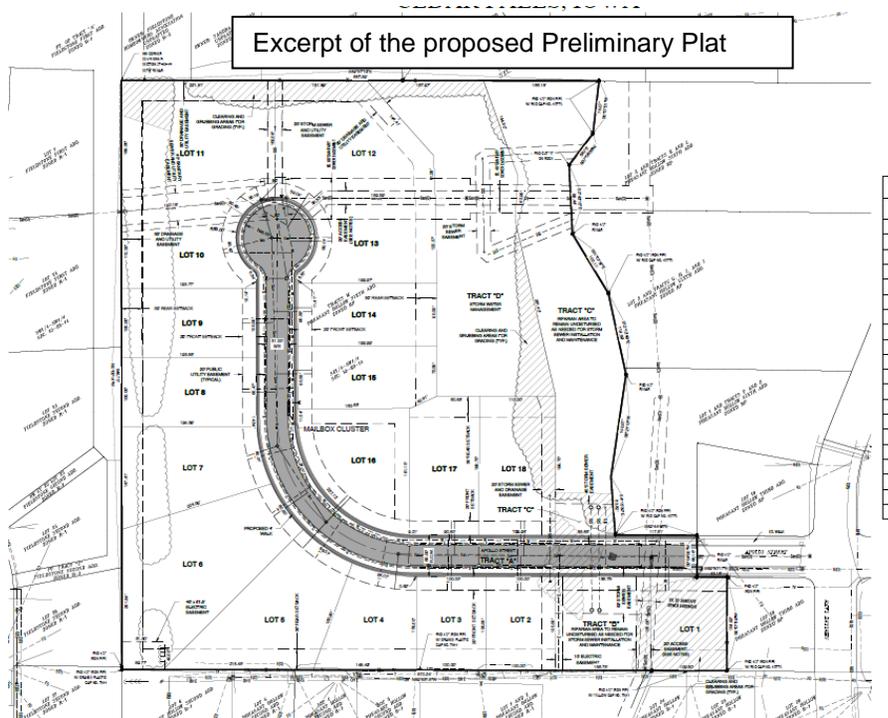
Analysis

The property under consideration is zoned R-P, Planned Residential District. R-P Districts are established with a comprehensive development plan. The R-P District site plan for this area was originally approved in 2003 and amended in 2014. The applicant is proposing to create 18 new single unit homes on 14 acres of land, for an overall density of 1.3 units per acre. The proposed preliminary plat is consistent with the approved 2014 R-P District Site Plan.

The R-P District allows the establishment of a mixture of residential types as well as some commercial uses in order to create a more diverse neighborhood. To ensure that the proposed mix of uses are integrated together in a cohesive manner, a master plan is required at the time of rezoning. Development in this particular proposed preliminary plat is restricted to single unit homes; this is consistent with the approved 2014 R-P District Site Plan. Minimum lot area standards and required setbacks in the R-P District are the same as

found in the R-4, Residential District. The only difference is that the R-P District allows the flexibility for a "zero" side yard setback to meet the layout and building types proposed in the master plan. In this case, since only detached single-unit dwellings are proposed, the submitted preliminary plat follows all of the R-4 standards, including the side yard setback. The R-4 District requires that a single unit lot have a minimum square footage of 6,000 square feet and the following minimum setbacks: 20-foot front yard, 30-foot rear yard, and a side yard of 10% of the lot width. All 18 of the proposed buildable lots meet these standards. In this particular case, as the rear yard of all of the proposed lots are along the district boundary, the required 30 foot boundary setback of the R-P District is also met. The minimum required setbacks are shown on the plat and echoed in the Deed of Dedication.

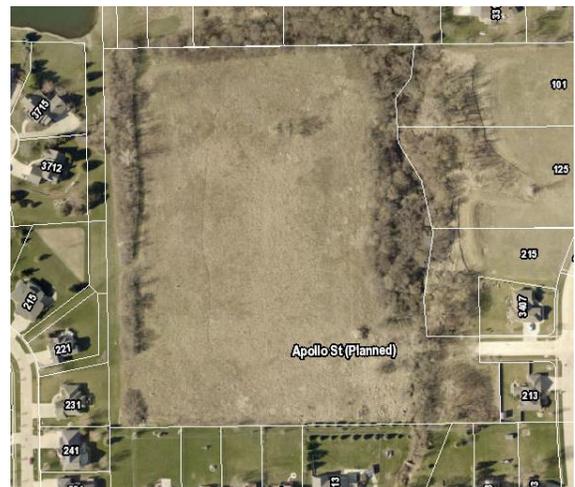
Tract A on the preliminary plat will be an extension of Apollo Street, which has an existing 60-foot right-of-way. This extension will provide access to all 18 proposed lots. The placement of the proposed street is consistent with the approved 2014 R-P District Site Plan.



Tract's B and D on the preliminary plat are for detention basins. Stormwater easements are proposed throughout the preliminary plat to direct storm water runoff to the two detention basins. These basins are designed to ensure that the water runoff from the new development is properly managed. A 20-foot wide drainage easement is identified along the southern boundary of the plat to channel stormwater in this area to Tract B near the southeast corner of the plat. This will divert stormwater away from the neighboring properties to the south. A culvert will be constructed under the proposed road to connect Tract B to the larger Tract D so to direct any overflow on the south side of the development. City engineering staff has reviewed and approved the Applicant's stormwater report. After the preliminary plat is approved, but prior to construction of the infrastructure, the City's engineering staff will review the stormwater calculations again to make sure everything is properly located, graded and sized.

None of the area of the preliminary plat falls within the flood plain. However, it should be noted that when the land was originally surveyed in 2014 a small wetland was identified on the site. However, it was determined this June by the US Army Corps of Engineers that it is not a jurisdictional wetland, so mitigation will not be required and the wetland delineation is no longer required on the platting documents.

Tract C on the preliminary plat is reserved for greenspace. Most of the existing grove of trees on this property will be maintained as the applicant sees the existing tree coverage as a valuable asset for the development. Only the striped areas on the plat, shown on the previous page, will need to be cleared for grading purposes. An aerial image of the site today is shown on the right.



Approval of a preliminary plat would allow the developer to proceed with the construction and installation of all required public infrastructure such as streets, sewers, and other utilities. A final plat, which legally creates all the lots and any tracts, will follow.

No lot sales or new home construction can begin until a final plat is approved by the City Council. A final plat cannot be processed through the Commission until infrastructure construction plans (streets, utilities, etc.) are approved by the City Engineering Division.

Basic platting documents have been submitted including the Deed of Dedication, Auditor approval of the subdivision plat name, \$300 platting fee, Certificate of Survey, environmental report/soil survey, and a drainage/grading plan. The attorney's title opinion must be submitted for the final plat.

TECHNICAL COMMENTS

City technical staff, including Cedar Falls Utilities (CFU) personnel, noted that water, gas, and communication services are available to the site. The developer will be responsible for extending the utility services to the proposed development. The easements identified on the plat satisfy CFU requirements. The placement of water hydrants will be reviewed when the construction plans are completed. All technical comments have been addressed

PLANNING & ZONING COMMISSION

Discussion/Vote 8/14/2019 The Planning and Zoning Commission considered the Pheasant Hollow Seventh Addition Preliminary Plat. Acting Chair Saul introduced the item and Mr. Sturch provided background information. He explained that the property is located at the west end of Apollo Street. This plat will accommodate 18 lots for single family development and satisfies the R-P district standards and the City's storm water management regulations. Staff recommends approval of the plat with conformance to all City staff recommendations and requirements as well as any comments or direction from the Commission.

STAFF RECOMMENDATION

The proposed Pheasant Hollow Seventh Addition Preliminary Plat is consistent with the zoning, the adopted R-P District Site Plan for this area, and meets the standards of the City's subdivision code. The Community Development Department recommends approval.

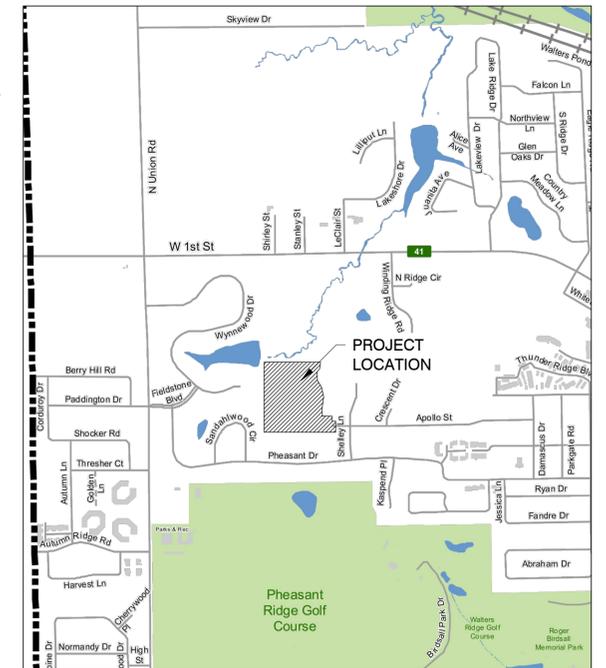
PRELIMINARY PLAT PHEASANT HOLLOW SEVENTH ADDITION REPLAT OF TRACT "M", PHEASANT HOLLOW SIXTH ADDITION CEDAR FALLS, IOWA

LEGEND

EXISTING	PROPOSED	
		EVERGREEN TREE
		DECIDUOUS TREE
		SHRUBS (BUSHES)
		TREE LINE
		SIGN (TYPE AS NOTED)
		FENCE
		SILT FENCE
		CONTOUR LINE
		WATERLINE
		WATER VALVE
		FIRE HYDRANT
		SANITARY SEWER LINE
		STORM SEWER LINE
		MANHOLE
		CLEANOUT
		INTAKE
		BEEHIVE INTAKE
		GAS LINE
		GAS VALVE
		OVERHEAD ELECTRICAL LINE
		BURIED ELECTRICAL LINE
		POWER POLE
		STREET LIGHT
		ELECTRICAL BOX/TRANSFORMER
		TELEPHONE LINE
		TELEPHONE PEDESTAL
		CLEARING AND GRUBBING

LEGAL DESCRIPTION

TRACT "M" PHEASANT HOLLOW SIXTH ADDITION, CITY OF CEDAR FALLS, IOWA FILE NO 2018-8122.



VICINITY MAP
NOT TO SCALE

FLOOD ZONE

(ZONE X)
PANEL # 19013C0161F
EFFECTIVE DATE: JULY 18, 2011

SETBACK DATA

FRONT YARD = 20 FT
REAR YARD = 30 FT
SIDE YARD* = 10% LOT WIDTH AT THE FRONT SETBACK LINE

*LOTS MAY BE SPLIT OR DIVIDED TO PROVIDE FOR MORE LOT AREA BY BEING ADDED TO AN ADJOINING LOT. SIDE YARD SETBACKS SHALL BE BASED ON OWNERSHIP/PROPERTY LINES RATHER THAN PLATTED LOT LINES.

SURVEY LEGEND

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET 1/2" x 30" REBAR w/ORANGE PLASTIC ID CAP #17162
- PARCEL OR LOT CORNER MONUMENT FOUND AS NOTED ON PLAN
- SET 1/2" x 30" REBAR w/ORANGE PLASTIC ID CAP #17162
- () RECORDED AS

MAILBOX NOTES:

1. CLUSTER MAILBOX UNITS SHALL COMPLY WITH ALL USPS STANDARDS & SPECIFICATIONS.
2. CONTRACTOR WILL CONSULT WITH THE CITY OF CEDAR FALLS PRIOR TO INSTALLATION.
3. ALL CLUSTER MAILBOXES SHALL BE PLACED IN THE R.O.W.

SURVEYOR AND ENGINEER

TRAVIS R. STEWART, P.L.S.
ADAM DATERS, P.E.
CLAPSADDLE-GARBER ASSOCIATES
P.O. BOX 754 - 16 E. MAIN STREET
MARSHALLTOWN, IOWA 50158
(641)752-6701

ZONING INFORMATION:

CURRENT: RP (RESIDENTIAL PLANNED)

SURVEY REQUESTED BY:

WHITE COAT SERIES II, LLC
4426 WYNNEWOOD DRIVE
CEDAR FALLS, IOWA 50613

CLOSURE:

- ALL SUBDIVISION BOUNDARIES ARE WITHIN THE 1:10,000 ERROR OF CLOSURE REQUIREMENT
- ALL LOTS ARE WITHIN THE 1:5000 ERROR OF CLOSURE REQUIREMENT.

NOTE:

ALL BEARINGS ARE THE RESULT OF G.P.S. OBSERVATIONS USING NAD83 IOWA STATE PLAN NORTH ZONE

OWNERS OF RECORD

PHEASANT HOLLOW HOLDINGS INC
9055 BEAVER MEADOWS LANE
CEDAR FALLS, IA 50613

DATE PREPARED: AUGUST 15, 2019

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

CGA
Clapsaddle-Garber Associates, Inc
5106 Nordic Drive
Cedar Falls, Iowa 50613
Ph 319-266-0258
www.cgaconsultants.com

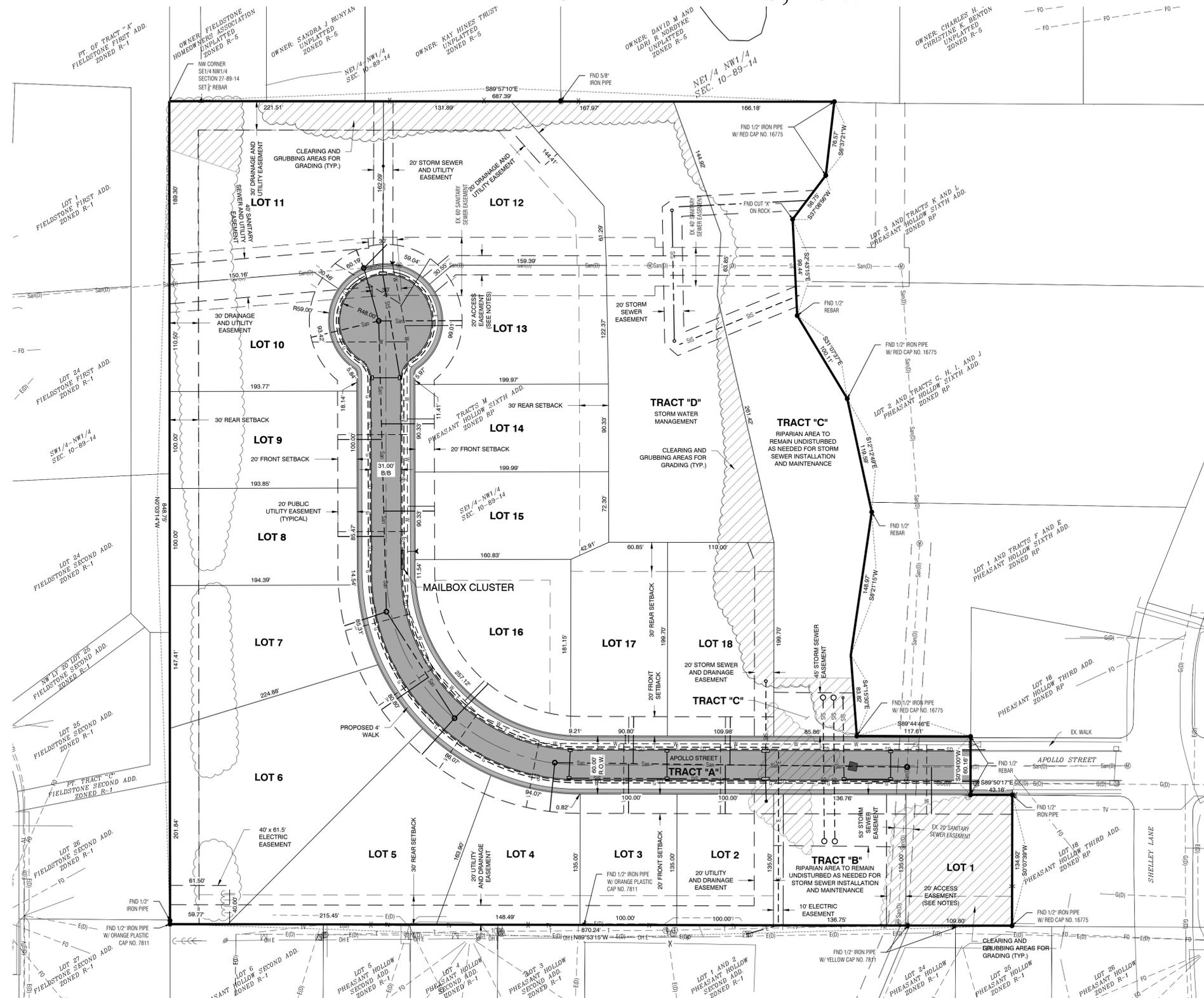
DESIGNED: MJS DATE: _____
DRAWN: SJC DATE: 6-03-2019
CHECKED: _____ DATE: _____
APPROVED: _____ DATE: _____

PHEASANT HOLLOW SEVENTH ADDITION
CEDAR FALLS, IOWA

PRELIMINARY PLAT

PROJECT NO.
5748
SHEET NO.
1 OF 3

PRELIMINARY PLAT PHEASANT HOLLOW SEVENTH ADDITION REPLAT OF TRACT "M", PHEASANT HOLLOW SIXTH ADDITION CEDAR FALLS, IOWA



LOT FRONTAGE AT 30' SETBACK		
LOT NUMBER	ACTUAL DISTANCE OF SETBACK (FT.)	CHORD DISTANCE (FT.) (STRAIGHT LINE)
1	109.86	109.86
TRACT "B"	136.76	136.76
2	100.00	100.00
3	100.00	100.00
4	105.40	104.68
5	99.07	98.48
6	95.57	95.03
7	94.15	93.63
8	100.00	100.00
9	100.00	100.00
10	133.78	123.15
11	84.14	81.04
12	80.35	77.65
13	135.53	122.81
14	90.33	90.33
15	90.33	90.33
16	222.24	199.98
17	100.00	100.00
18	110.00	110.00
TRACT "C"	83.58	83.58

- NOTES**
THE EXTENT OF TOPOGRAPHIC CHANGES SHALL CONSIST OF ROADWAY GRADING AND LOT GRADING.
- TRACT "A" IS PUBLIC RIGHT-OF-WAY TO BE DEDICATED TO THE CITY OF CEDAR FALLS.
 - TRACT "B" STORM WATER MANAGEMENT EXCAVATION.
 - TRACT "C" SHALL BE RESERVED FOR GREEN SPACE (STORM SEWER GRADING WILL TAKE PLACE WITHIN THIS TRACT).
 - TRACT "D" STORM WATER MANAGEMENT EXCAVATION.
 - TRACTS "B", "C", "D", AND "E" SHALL ALL HAVE BLANKET EASEMENTS TO ALLOW FOR ACCESS AND MAINTENANCE.
 - SLOPES SHALL NOT EXCEED 4:1 IN ANY ACCESS EASEMENT AREA
 - LOT 11'S DRIVEWAY SHALL BE LIMITED TO THE SOUTHERN SIDE DUE TO THE SANITARY MANHOLE STRUCTURE

J:\5748\MapSurvey\Preliminary Plat\5748 Preliminary Plat.dwg - Sheet 2 of 3 - 08-15-19 - 10:18am - sjc325



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

CGA Clapsdille-Garber Associates, Inc.
5106 Nordic Drive
Cedar Falls, Iowa 50613
Ph 319-266-0268
www.cgaconsultants.com

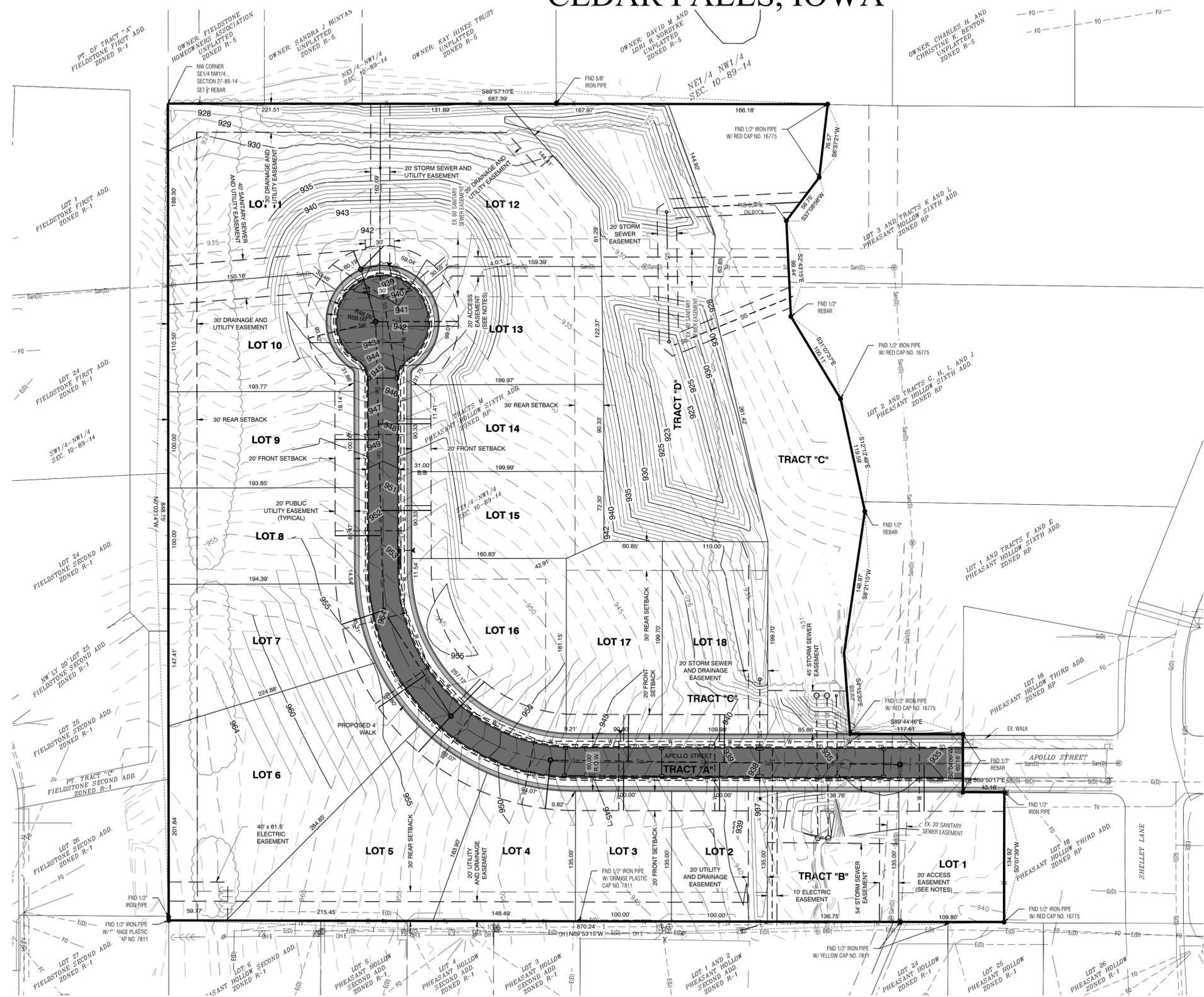
DESIGNED: MJS DATE: _____
DRAWN: SJC DATE: 06-03-2019
CHECKED: _____ DATE: _____
APPROVED: _____ DATE: _____

**PHEASANT HOLLOW SEVENTH ADDITION
CEDAR FALLS, IOWA**

PRELIMINARY PLAT

PROJECT NO. 5748
SHEET NO. 2 OF 3

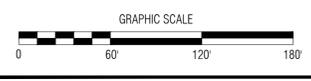
PRELIMINARY PLAT PHEASANT HOLLOW SEVENTH ADDITION REPLAT OF TRACT "M", PHEASANT HOLLOW SIXTH ADDITION CEDAR FALLS, IOWA



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8	100.00	100.00
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J:\5748\MapSurvey\Pre\5748 Preliminary Plat\Sheet 3 of 3.dwg - Sheet 3 of 3 - 08-15-19 - 10:18am - sjc25



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

CGA Clapsaddle-Garber Associates, Inc.
5106 Nordic Drive
Cedar Falls, Iowa 50613
Ph 319-266-0258
www.cgaconsultants.com

DESIGNED: MJS DATE: _____
DRAWN: SJC DATE: 06-03-2019
CHECKED: _____ DATE: _____
APPROVED: _____ DATE: _____

**PHEASANT HOLLOW SEVENTH ADDITION
CEDAR FALLS, IOWA**

PRELIMINARY PLAT

PROJECT NO. 5748
SHEET NO. 3 OF 3



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: Iris Lehmann, AICP, Planner II
 Matt Tolan, Civil Engineer II
DATE: August 15, 2019
SUBJECT: Prairie Winds 4th Addition Final Plat

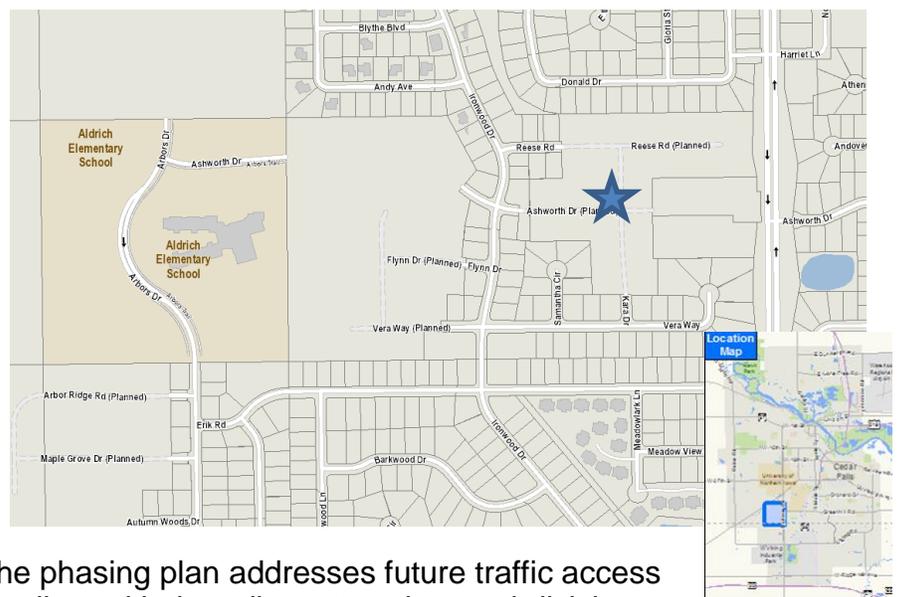
REQUEST: Request to approve the Prairie Winds 4th Addition Final Subdivision Plat
PETITIONER: Panther Farms LLC – owner; CGA Engineers – Civil Engineer
LOCATION: 16.65 acres west of Hudson Road north of Prairie Winds 1st Addition

PROPOSAL

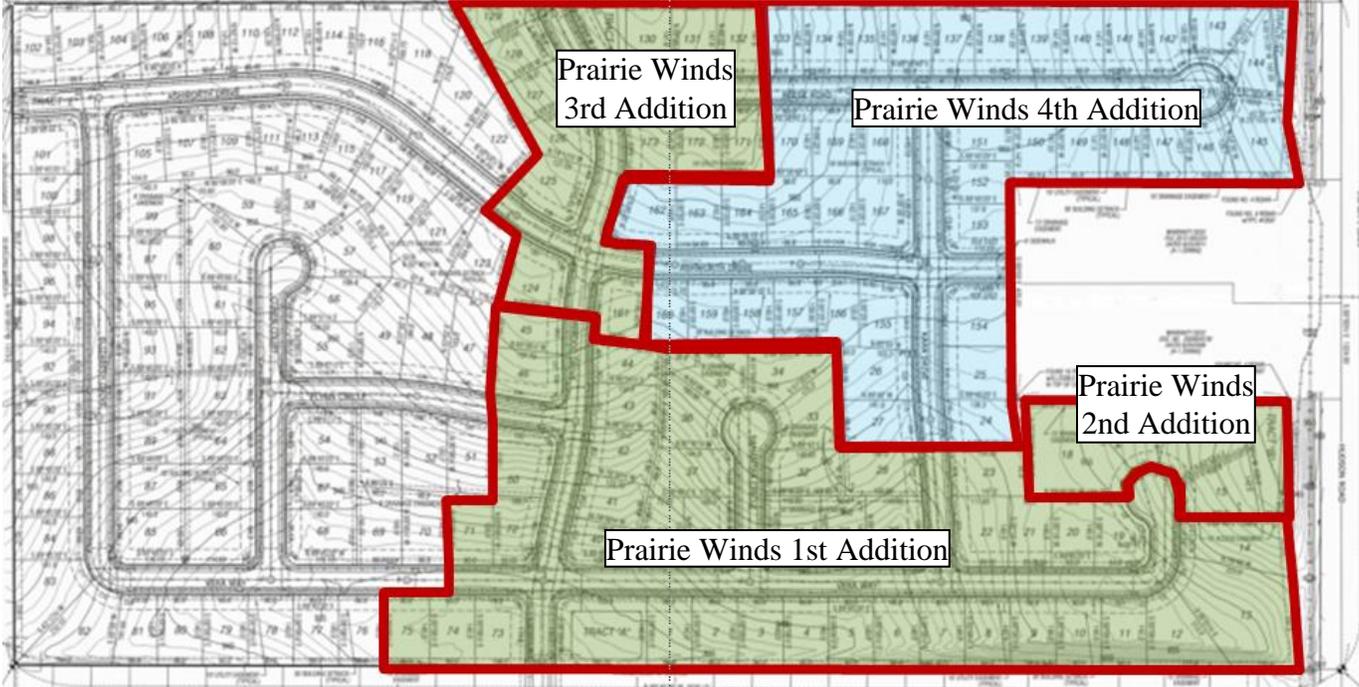
The applicant is proposing to final plat a portion of the Prairie Winds Subdivision in the R-1, Residence Zoning district, and create 43 standard residential lots.

BACKGROUND

The Prairie Winds Subdivision falls within an R-1, Residence Zoning district. In March 2013, the preliminary plat for the subdivision was approved by City Council. The preliminary plat encompasses 71.10 acres and plans for the creation of 173 residential lots. Due to the size of the development, a developmental “phasing plan” was approved with the Preliminary Plat. Since then there have been a number of adjustments to that phasing plan. The most recent version was created in 2014, see attachments. The phasing plan addresses future traffic access issues related to this subdivision as well as with the adjacent northern subdivision, Prairie West. The two subdivisions (Winds and West) are coordinated to establish second



...es of access. Final Plats for “Phase 1”, “Phase 2” and “Phase 3” of the larger Prairie Winds Preliminary Plat have been approved by City Council in 2013, 2014, and 2017, respectively. Panther Farms LLC is now looking to plat “Phase 4”, Prairie Winds 4th Addition. This final plat would allow for the development of the last remaining portion of the Prairie Winds preliminary plat east of Ironwood Drive. See image below showing the approved Final Plats of this subdivision and the area currently under consideration. Note that the lots being platted in the proposed Prairie Winds 4th Addition are slightly different than those shown on the phasing plan. This is due to sanitary sewer not being fully installed along Ashworth Drive at the time of the Prairie Winds 3rd Addition Final Plat approval.



An updated timeline for development for this subdivision is as follows:

Phase	Timeline	Number of Lots
1	Final platted 2013	40
2	Final platted 2014	4
3	Final platted in 2017	13
4	Now	43
5	As market supports	73

ANALYSIS

The property is zoned R-1, Residential, which permits single-unit and two-unit residences. Minimum lot width is 75 feet for single-unit homes and 80 feet for two-unit homes. In the case of narrower dimensions at the front of the lot, the minimum width can be established at the 30-foot building setback line. Minimum lot area is 9,000 square feet for single-unit homes and 10,000 square feet for two-unit homes. All proposed lots meet these requirements. It is anticipated the

dominant development pattern will be detached single-unit homes.

The Prairie Winds 4th Addition Final Plat creates 43 buildable lots. It includes a continuation of a 60-foot-wide right-of-way for Reese Road, Ashworth Drive, and Kara Drive, Tract "A". The layout of the proposed final plat is consistent with the approved corresponding portion of the Preliminary Plat. Utilities are readily available to this site. The developer will coordinate with CFU for extending the utility services to the proposed development.

Cluster mailboxes, according to USPS standards will be sized and placed in the ROW according to USPS standards. All cluster mailboxes will be located on lower volume streets and situated so as to prevent undue traffic congestion according to the direction from the City Engineer's office. The submitted Deed of Dedication for this final plat is consistent with the previously approved Deeds of Dedications from the previous additions. The Deed of Dedication also addresses the responsibility of the owners of lots 12 and 13 to maintain the right-of-way between their lots and Hudson Road.

It should be noted that as the lots have been developed in this subdivision a number of issues occurred, which have resulted in unwanted drainage outside of designated drainage easement locations. To compensate for these events the applicant has worked with City engineering staff to adjust and add drainage easements on this plat. For this reason the easements of this final plat do not match what is shown on the preliminary plat, but will more accurately represent the actual intended stormwater drainage for the subdivision, so it is properly managed for the area. In addition to this change, Tract D, designated on the preliminary plat as a Stormwater Detention pond has since been parceled off and sold to a neighboring property. The applicant has provided stormwater calculations showing that this area is not needed for stormwater management. This adjustment has been reviewed and deemed acceptable by the City's engineering department. These two adjustments are minor, so it was determined that a new preliminary plat was not necessary.

TECHNICAL COMMENTS

City technical staff, including Cedar Falls Utilities (CFU) personnel, has reviewed the proposed final plat. All of staff's technical comments have been addressed.

The property is located outside of the designated floodplain.

PLANNING & ZONING COMMISSION

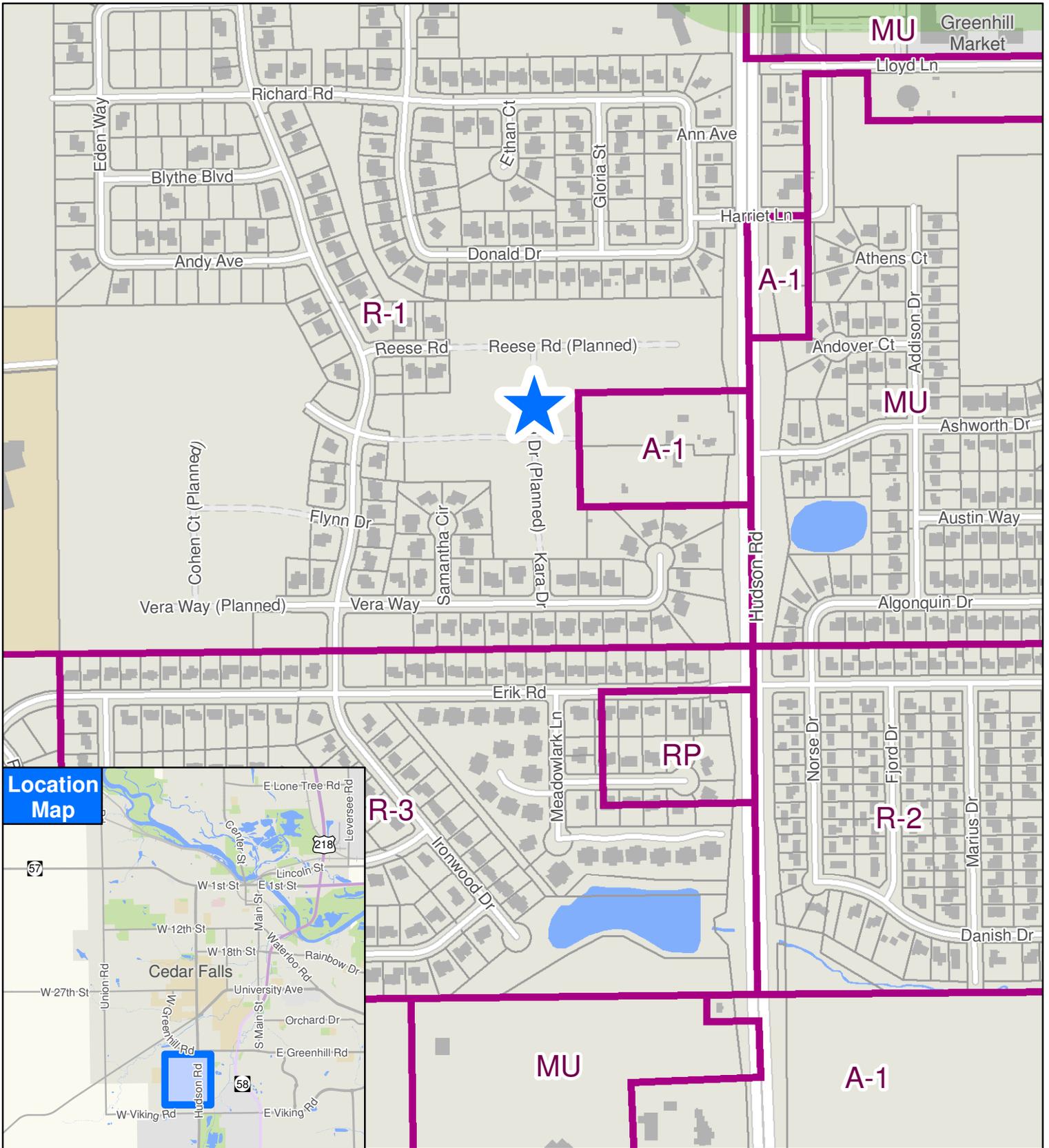
Discussion/Vote 8/14/2019	The Planning and Zoning Commission considered the Prairie Winds 4 th Addition Final Plat. Acting Chair Saul introduced the item and Mr. Sturch provided background information. He explained that the property is located in close proximity to the Hudson Road and Erik Road intersection. This plat will accommodate 43 lots for single family development and satisfies the R-1 district standards and the City's storm water management regulations. Staff recommends approval of the plat with conformance to all City staff recommendations and requirements as well as any comments or direction from the Commission.
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STAFF RECOMMENDATION

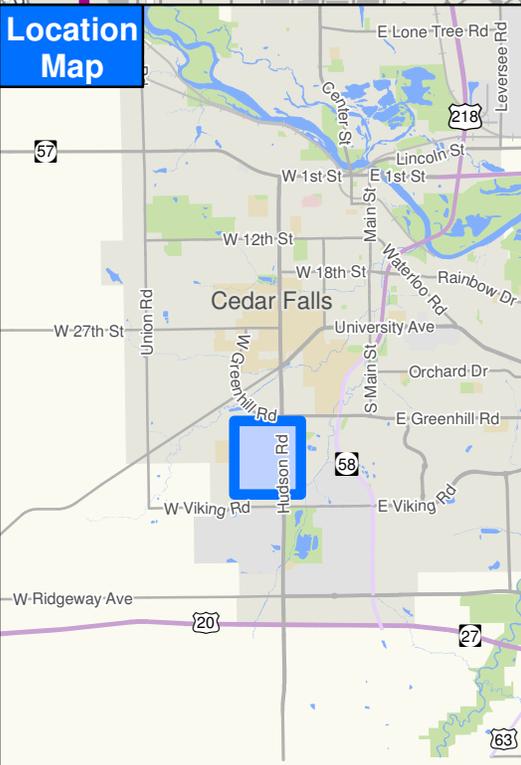
The proposed Prairie Winds 4th Addition Final Plat is consistent with the City's subdivision code and is consistent with its corresponding and approved Preliminary Plat. City staff recommends approval.

Cedar Falls City Council August 19, 2019

336

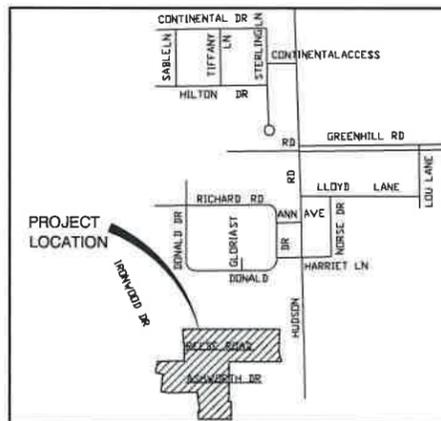


Location Map



Prairie Winds 4th Addition Final Plat

FINAL PLAT PRAIRIE WINDS 4TH ADDITION CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA



VICINITY MAP

LEGEND:

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET
- PARCEL OR LOT CORNER MONUMENT FOUND
- SET 1/2" x 30" REBAR w/ORANGE PLASTIC ID CAP #17162
- () RECORDED AS

PUE PUBLIC UTILITY EASEMENT

NOTE:

ALL BEARINGS ARE THE RESULT OF G.P.S. OBSERVATIONS USING IOWA STATE PLANE (NAD83, NORTH ZONE).

THE ERROR OF CLOSURE FOR THE SUBDIVISION BOUNDARY IS LESS THAN 10,000 AND THE ERROR OF CLOSURE ON THE LOTS IS LESS THAN 5,000.

LAND SURVEYOR

CLAPSADDLE-GARBER ASSOCIATES
TRAVIS R. STEWART, PLS
16 EAST MAIN STREET
MARSHALLTOWN, IOWA 50158
(641) 752-6701

PROPRIETOR

PANTHER FARMS L.L.C.
2202 COLLEGE STREET
CEDAR FALLS, IA 50613

DEVELOPER

BRIAN WINGERT
3006 ROWND STREET
CEDAR FALLS, IOWA 50613

ZONING CLASSIFICATION

R-1 RESIDENTIAL DISTRICT

SHEET INDEX

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2 AND 3	FINAL PLAT

DESCRIPTION:

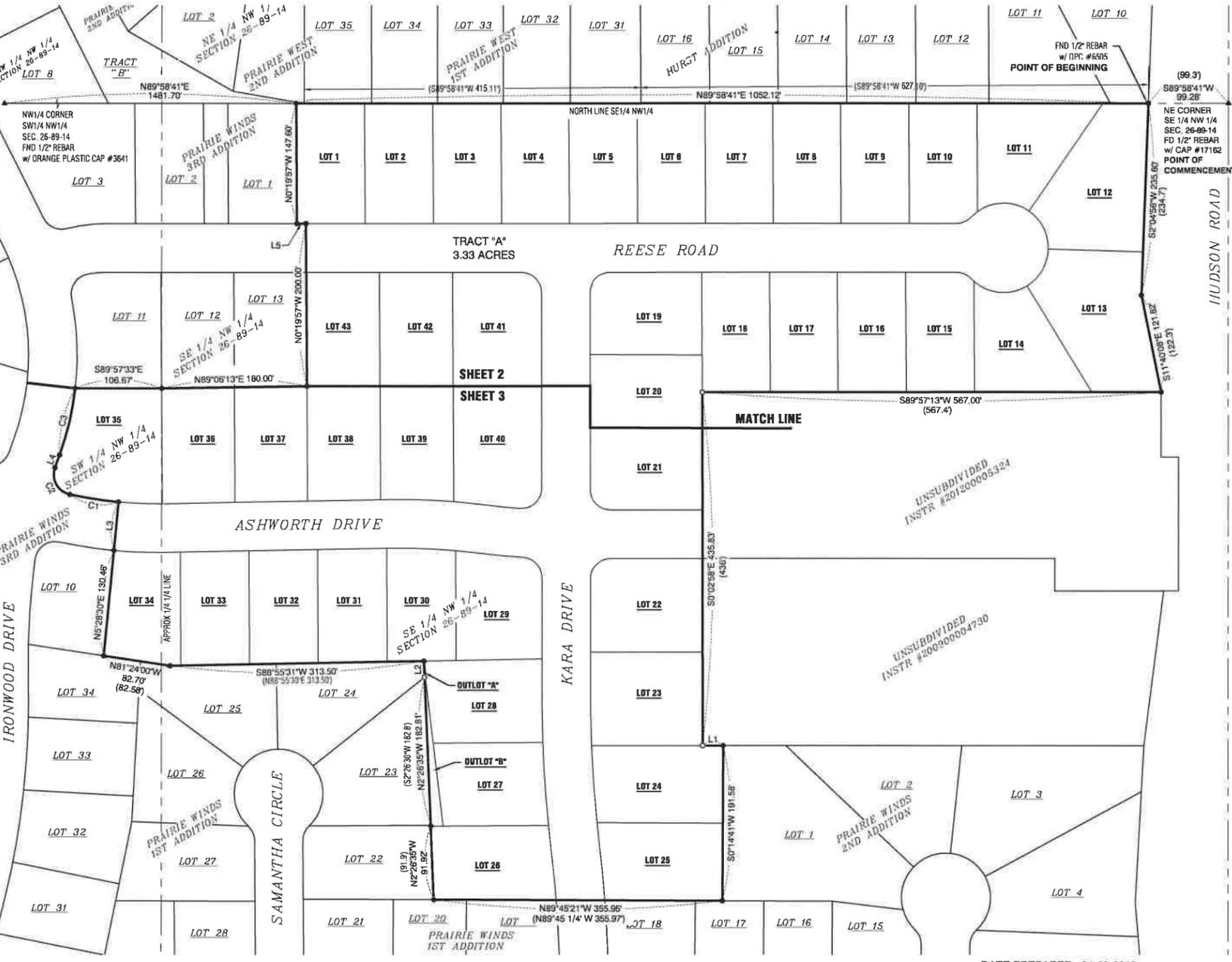
A CERTAIN PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26; THENCE, S89°58'41"W 99.28' ALONG THE NORTH LINE OF SOUTHEAST 1/4 OF THE NORTHWEST 1/4 SAID SECTION 26 TO THE POINT OF BEGINNING, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 10 OF HURST ADDITION AND A POINT ON THE WEST RIGHT OF WAY LINE OF HUDSON ROAD; THENCE, S2°04'56"W 235.80' ALONG SAID WEST RIGHT OF WAY LINE; THENCE, S11°40'08"E 121.82' ALONG SAID WEST RIGHT OF WAY LINE TO THE NORTHEAST CORNER OF A CERTAIN PARCEL OF LAND RECORDED IN INSTRUMENT NO. 2012-00005324 IN THE OFFICE OF THE RECORDER, BLACK HAWK COUNTY, IOWA; THENCE, S89°57'13"W 567.00' ALONG THE NORTH LINE OF SAID CERTAIN PARCEL TO THE NORTHWEST CORNER OF SAID CERTAIN PARCEL; THENCE, S0°02'58"E 435.83' ALONG THE WEST LINE OF SAID CERTAIN PARCEL AND THE WEST LINE OF A CERTAIN PARCEL OF LAND RECORDED IN INSTRUMENT NO. 2009-00004730 TO THE SOUTHWEST CORNER OF SAID CERTAIN PARCEL; THENCE, N89°59'11"E 25.00' TO THE NORTHWEST CORNER OF LOT 1 OF PRAIRIE WINDS 2ND ADDITION, RECORDED IN INSTRUMENT NO. 2015-00008317 IN THE OFFICE OF THE RECORDER, BLACK HAWK COUNTY, IOWA; THENCE, S0°14'41"W 191.58' ALONG THE WEST LINE OF SAID LOT 1 TO A POINT ON THE NORTHERLY LINE OF PRAIRIE WINDS 1ST ADDITION, RECORDED IN INSTRUMENT NO. 2014-00013156 IN THE OFFICE OF THE RECORDER, BLACK HAWK COUNTY, IOWA; THENCE, N89°45'21"W 355.95' ALONG SAID NORTHERLY LINE TO THE SOUTHEAST CORNER OF LOT 22 OF SAID PRAIRIE WINDS 1ST ADDITION; THENCE, N2°26'35"W 91.92' ALONG THE EAST LINE OF SAID LOT 22 TO THE SOUTHEAST CORNER OF LOT 23 OF SAID PRAIRIE WINDS 1ST ADDITION; THENCE, N2°26'35"W 182.81' ALONG THE EAST LINE OF SAID LOT 23 TO THE SOUTHEAST CORNER OF LOT 24 OF SAID PRAIRIE WINDS 1ST ADDITION; THENCE, N2°26'35"W 19.95' ALONG THE EAST LINE OF SAID LOT 24 TO THE NORTHEAST CORNER OF SAID LOT 24; THENCE, S88°55'31"W 313.50' ALONG THE NORTHERLY LINE OF SAID PRAIRIE WINDS 1ST ADDITION; THENCE, N81°24'00"W 82.70' CONTINUING ALONG THE NORTHERLY LINE OF SAID PRAIRIE WINDS 1ST ADDITION TO THE SOUTHEAST CORNER OF LOT 10 OF PRAIRIE WINDS 3RD ADDITION, RECORDED IN INSTRUMENT NO. 2017-00016399 IN THE OFFICE OF THE RECORDER, BLACK HAWK COUNTY, IOWA; THENCE, N5°28'30"E 130.46' ALONG THE EAST LINE OF SAID LOT 10 TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF ASHWORTH DRIVE; THENCE, N5°20'34"E 60.00' ALONG THE EASTERLY LINE OF SAID PRAIRIE WINDS 3RD ADDITION TO A POINT ON THE NORTH RIGHT OF WAY LINE OF ASHWORTH DRIVE; THENCE, WESTERLY 60.73' ALONG THE ARC OF A 500.00' RADIUS CURVE, CONCAVE NORTHERLY, HAVING A CHORD BEARING OF N81°10'39"W AND A CHORD DISTANCE OF 60.69' ALONG SAID NORTH RIGHT OF WAY LINE; THENCE NORTHWESTERLY 42.53' ALONG THE ARC OF A 25.00' RADIUS CURVE, CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING OF N28°57'51"W AND A CHORD DISTANCE OF 37.58'; THENCE, N19°46'11"E 16.80'; THENCE, NORTHERLY 84.42' ALONG THE ARC OF A 363.00' RADIUS CURVE, CONCAVE WESTERLY, HAVING A CHORD BEARING OF N13°06'26"E AND A CHORD DISTANCE OF 84.23' TO THE SOUTHWEST CORNER OF LOT 11 OF SAID PRAIRIE WINDS 3RD ADDITION, THE AFORESAID ALL BEING ALONG THE EASTERLY LINE OF SAID PRAIRIE WINDS 3RD ADDITION, ALSO BEING ALONG THE EASTERLY RIGHT OF WAY LINE OF IRONWOOD DRIVE; THENCE, S89°57'33"E 106.67' ALONG THE SOUTH LINE OF SAID LOT 11 TO THE SOUTHEAST CORNER OF SAID LOT 11; THENCE, N89°06'13"E 180.00' ALONG THE SOUTH LINE OF LOTS 12 AND 13 OF SAID PRAIRIE WINDS 3RD ADDITION TO THE SOUTHEAST CORNER OF SAID LOT 13; THENCE, N0°19'57"W 200.00' ALONG THE EASTERLY LINE OF SAID PRAIRIE WINDS 3RD ADDITION TO A POINT ON THE NORTH RIGHT OF WAY LINE OF REESE ROAD; THENCE, S89°58'41"W 11.30' ALONG SAID NORTH RIGHT OF WAY LINE TO THE SOUTHEAST CORNER OF LOT 1 OF PRAIRIE WINDS 3RD ADDITION; THENCE, N0°19'57"W 147.60' ALONG THE EAST LINE OF SAID LOT 1 TO THE NORTHEAST CORNER OF SAID LOT 1, ALSO BEING A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 26; THENCE, N89°58'41"E 1052.12' ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, CONTAINING 16.69 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

SCALE: 1" = 80' (22 x 34 SHEET)
1" = 160' (11 x 17 SHEET)



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE
1	CITY COMMENTS	CAQ	1-14-19	4	CITY COMMENTS	KMN	7-09-19
2	CITY COMMENTS	CAQ	5-10-19				
3	CITY COMMENTS	CAQ	6-17-19				



LINE DATA

LINE NUMBER	BEARING	DISTANCE
L1	N89°59'11"E	25.00'
L2	N2°26'35"W	19.95'
L3	N5°20'34"E	60.00'
L4	N19°46'11"E	16.80'
L5	S89°58'41"W	11.30'

	(GROSS-ACRES)	(EASE-ACRES)	(NET-ACRES)
SE 1/4 NW 1/4 SEC. 26-89-14	16.00 AC	0.00 AC	16.00 AC
SW 1/4 NW 1/4 SEC. 26-89-14	0.65 AC	0.00 AC	0.65 AC
TOTAL	16.65 AC	0.00 AC	16.65 AC

Curve Table

CURVE DATA	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD
C1	60.73'	500.00'	6°57'33"	N81°10'39"W	60.69'
C2	42.53'	25.00'	97°28'04"	N28°57'51"W	37.58'
C3	84.42'	363.00'	13°19'30"	N13°06'26"E	84.23'



DATE PREPARED : 01-09-2019

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

Signature: *Travis R. Stewart* Date: 8/14/2019

Travis R. Stewart, PLS
Iowa License Number 17162
My license renewal date is December 31, 2019

DEED OF DEDICATION
OF
PRAIRIE WINDS 4TH ADDITION
CITY OF CEDAR FALLS,
BLACK HAWK COUNTY, IOWA

KNOW ALL MEN BY THESE PRESENTS:

That Panther Farms LLC, an Iowa limited liability company, with its principal office in Cedar Falls, Iowa; being desirous of setting out and platting into lots and streets the land described in the attached Certificate of Survey by Travis R. Stewart, a Professional Engineer and Licensed Land Surveyor, dated ____ day of _____, 201__, do by these presents designate and set apart the aforesaid premises as a subdivision of the City of Cedar Falls, Iowa the same to be known as:

PRAIRIE WINDS 4TH ADDITION
CITY OF CEDAR FALLS,
BLACK HAWK COUNTY, IOWA

all of which is with the free consent and the desire of the undersigned and the undersigned do hereby designate and set apart for public use the street(s) as shown upon the attached plat.

EASEMENTS

The undersigned do hereby grant and convey to the City of Cedar Falls, Iowa, its successors and assigns, and to any private corporation, firm or person furnishing utilities for the transmission and/or distribution of water, sanitary sewer, gas, electricity, communication service or cable television, perpetual easements for the erection, laying building and maintenance of said services over, across, on and/or under the property as shown on the attached plat. No structures, private gardens or any other possible obstruction can be built in and over said easements. No structures of any kind shall be built or placed within any easements as shown on the attached plat.

RESTRICTIONS

Be it also known that the undersigned do hereby covenant and agree for themselves and their successors and assigns that each and all of the residential lots in said subdivision be and the same are hereby made subject to the following restrictions upon their use and occupancy as fully and effectively to all intents and purposes as if the same were contained and set forth in each deed of conveyance or mortgage that the undersigned or their successors in interest may hereinafter make for any of said lots and that such restrictions shall run with the land and with each individual lot thereof for the length of time and in all particulars hereinafter stated, to-wit:

1. Any dwelling that shall be erected on any lot shall have a minimum setback from the front, side, and rear of the lot lines as indicated on attached Final Plat. The minimum set back from each side lot line is 10% of the lot width measured along the front of the lot or seven (7) feet whichever is greater. All minimum setbacks will be required to meet or exceed R-1 Zoning.

2. No single family dwelling shall be constructed, permitted or occupied on any lot herein having a square footage floor space, designed, intended, and constructed for living quarters, which space shall not include cellars, attics, garages, breezeways, porches, stoops, and other such non-living areas, of less than the following requirements:

A. 1,350 square feet for the main base of a single story, split-level or split-foyer houses.

B. 1,000 square feet on the first floor for story and one-half houses, or two story houses. With a total for all floors not less than 1,650 square feet excluding the basement level.

3. Each single family residence shall have a minimum of a two stall attached garage with a minimum of 525 square feet with a maximum of a three stall garage with a maximum of 1,600 square feet.

4. The owner(s) of each lot, vacant or improved, shall keep his/hers lot or lots free of weeds and debris.

5. No obnoxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

6. All approaches and driveways in said subdivision shall be paved with concrete.

7. Owner of each lot shall comply with all requirements of the US Post Office for mail receptacles. All mailboxes shall be clustered or grouped for the units as shown on the Plat, and shall be placed between the curb line and the property line abutting the lots. The location of the clustered mailboxes shall be approved by the City of Cedar Falls. The area around said mailboxes shall be kept free and clear by the owner of the lots on which said mailboxes are located.

8. No old or used buildings shall be moved upon any of the lots in said subdivision for any purpose. Any auxiliary buildings or sheds must be built of the same or similar materials of the residential structure on the lot and have the same roof pitch and design as said residential structure.

9. No radio station or short-wave operators of any kind shall operate from any lot which shall cause interference with audio or visual reception upon any other lot. No exterior radio antenna shall be erected or maintained in or on the property. No satellite TV antenna or "Dish" may be maintained, constructed or erected on any lot unless it is constructed in the rear yard and at least twenty feet from any property line and is shielded from the public view by shrubbery and landscaping. No dish larger than 24" will be allowed.

10. No dwelling on any lot of said subdivision shall be occupied until the exterior is completed and finished and the interior substantially completed and finished.

11. No bus, semi-tractor, RV, fifth-wheel camper, trailer or truck of any kind except what is commonly described as a "pick-up truck" shall be kept or parked on any lot or street in said subdivision for a period not to exceed twenty-four hours, after which said vehicle can not return to said subdivision for a period of five days, provided, however, that this prohibition shall not apply to such vehicles driven in said subdivision in pursuit of and in conducting their usual business.

12. All buildings erected on any lot in said subdivision shall be constructed in accordance with the Building, Plumbing, and Electrical Codes of the City of Cedar Falls, Iowa.

13. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that two dogs or cats maximum, or other household pets are allowed and then only if they are not kept, bred or maintained for any commercial purposes, such animals shall be kept under control so as not to constitute a public nuisance and must be kept in compliance with applicable zoning laws and regulations of the City of Cedar Falls, Black Hawk County, Iowa. Dog runs or dog kennels of any kind are prohibited.

14. Any and all fencing constructed on said lots shall have a minimum set back of one foot from any property line. Construction of any privacy fencing must have the support posts on the interior side of the fencing.

15. A four foot wide P.C.C. sidewalk four inches thick will be installed by the owner of said lot during or immediately after the construction of the residence on any particular lot, or within five years after the date the plat is filed in the office of the recorder of Black Hawk County, whichever is sooner and that the sidewalk be across the full width of the lot and on corner lots also. In the event that the City is required to construct the sidewalk, a lien or liens may only be imposed against the lot or lots which require city construction and no others in the subdivision.

16. No building or structure shall be erected, placed or altered on any lot in this subdivision until the building plans, and plot plan, showing all buildings, patios, and pools, and showing the location thereof, and side yard distances, rear yard distances, front yard distances, driveways, and walkways, and type of construction have been approved in writing as to conformity and harmony of the external design and quality workmanship and materials with existing structures in the subdivision by a representative of Panther Farms, LLC.

17. Factory-built housing or modular homes will not be allowed. Panelized homes may be allowed, but must meet the requirements of Panther Farms, LLC, as stated in the previous restriction.

18. The contractor or owner of any lot shall verify the depth of the sanitary sewer service line serving said lot to insure minimum drainage will be met prior to any footing or foundation work being completed. All sump pump lines must be buried and attached to the subdrain along the back of the P.C.C. curbed street. No sump lines will be allowed to dump directly onto the ground surface.

19. Each person or entity who is record owner of a fee or undivided fee interest in any lot shall be a member of the Homeowners Association to be known as Prairie Winds Homeowners Association. This shall not be construed to include persons or entities who hold an interest merely as security for the performance of an obligation. There shall be one vote per lot and each lot owner shall be a member of the Homeowners Association. Membership shall be appurtenant to and may be not separated from ownership of any lot; ownership of such lot shall be the sole qualification of membership.

The purpose of Prairie Winds Homeowners Association shall be to own and maintain the common area and green spaces of the development, including but not limited to Tracts "A" & "C" of Prairie Winds 1st Addition, the retention pond(s) and surrounding access (whether located in said subdivision or serving said subdivision but located outside thereof) and such other activities set forth in the Articles of Incorporation and Bylaws of the Association. Such ownership and maintenance shall include, but not be limited to, common neighborhood monument-type mailboxes, mowing, watering, including upkeep of any underground sprinkler system, snow removal of common areas, maintenance of the retention pond(s) water retention/detention area(s) including water quality issues set forth by the City of Cedar Falls in the Maintenance and Repair Agreement for Prairie Winds 1st Addition. Initially, the Developer, Panther Farms, LLC, shall perform the actual construction duties to establish the common area, green spaces, entrance, pond and surrounding access area.

The annual dues for the Association shall initially be set at \$___ per lot per year beginning in _____, 2019. The Developer, Panther Farms, LLC, shall be exempt from any dues expense. The Association shall have the ability and authority to adjust annual dues as it deems appropriate to carry out the maintenance duties as described above.

20. The Owner and/or occupant of each Lot shall jointly and severally be responsible to keep in good order or to maintain the area between the curblineline and the property line abutting their property including keeping said area free of holes, pitfalls, stumps of trees, fences, brick, stone, cement, stakes, posts or rods to which a metal, plastic or similar receptacle designed to hold newspapers are affixed, private irrigation or sprinkler systems, retaining walls, landscaping brick, block, stone, timber or other similar material, or any other similar obstructions.. Lots 12 and 13 shall be responsible for the maintenance of the slope and sidewalk sections along Hudson Road and in between said lots. If said maintenance is not performed the City of Cedar Falls shall have the right to perform such maintenance and assess the cost for the same to the owners of said Lots.

21. Any and all drainage easements will be required to follow the "Stormwater Management Plan" and no building structures, fence structures, landscaping structures, private gardens or any other possible obstruction can be built in and over said drainage easements. All lot owners and/or contractors working on said lots will be responsible to maintain said easements to be free and clear of any physical obstruction(s) thus allowing the conveyance of overland storm water runoff as intended per "Stormwater Management Plan" on record with the City of Cedar Falls Engineer's Office.

22. Tract "A" to be deeded to the City of Cedar Falls, Iowa for street purposes.

PUBLIC IMPROVEMENTS REQUIRED IN PLAT

1. The Street(s) shown on the attached plat, will be brought to City grade and that the street will be thirty-one (31) feet, back of curb to back of curb, with approved hard surface pavement in accordance with the City of Cedar Falls, Standard Specifications unless otherwise specified as per approved construction plans.
2. Sanitary sewer, together with the necessary manholes and sewer service lines to all lots in the plat will be provided.
3. That underground utilities, as required by the Subdivision Ordinance of the City of Cedar Falls, Iowa, shall be installed.
4. That city water will be provided to all lots as required by the Cedar Falls Municipal utilities.
5. That municipal fire hydrant(s) will be provided as required by the Cedar Falls Public Safety Department.
6. That Storm sewer will be provided as specified by the City Engineer.
7. That handicap ramps will be provided as required by law.
8. All buildings erected on any lot in said subdivision shall be constructed in accordance with the building, plumbing and electrical codes of the City of Cedar Falls.
9. That the work improvements called herein shall be in accordance with the specifications of the City of Cedar Falls, Iowa, and performed under the supervision of the City Engineer. In the event that the developer, Panther Farms, LLC, it grantees and assigns fail to complete said work and improvements called for within one (1) year from the date of the acceptance of said final plat by the City of Cedar Falls, Iowa, the City may then make improvements and assess the costs of the same to the respective lots. The undersigned, for themselves, their successors, grantees and assigns, waive all statutory requirements of notice of time and place of hearing and agree that the City may install said improvements and assess the total costs thereof against the respective lots.
10. That the City may perform said work, levy the cost thereof as assessments, and the undersigned agree that said assessments so levied shall be a lien on the respective lots with the same force and effect as though all legal provisions pertaining to the levy of such special assessments have been observed, and further authorize the City Clerk to certify such assessments to the County Auditor as assessments to be paid in installments as provided by law.
11. The Developer shall construct and install all required public improvements within the

subdivision plat, to conform with approved construction plans which meet the specifications of the City of Cedar Falls, Iowa. Such required public improvements shall meet the following requirements:

- A. Shall be constructed and installed in a good and workmanlike manner;
- B. Shall be free of defects in workmanship or materials;
- C. Shall be free of any conditions that could result in structural or other failure of said improvements;
- D. Shall be constructed and installed in accordance with the design standards and technical standards established for such public improvements by the City and by Cedar Falls Utilities;
- E. Shall be constructed and installed in strict compliance with the minimum acceptable specifications for the construction of public improvements set forth in the Cedar Falls Code of Ordinances, including without limitation, Chapter 24, Subdivisions, and as such specifications shall be recommended for approval by the City Engineer from time to time, and approved by the city council.

12. The Developer's construction plans are now on file in the Office of the City Engineer.

SIGNED and DATED this 14 day of August, 2019
Panther Farms, LLC

[Signature]
Brent Dahlstrom, Manager

STATE OF IOWA, BLACK HAWK COUNTY: ss

On this 14 day of August, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Brent Dahlstrom, Manager of Panther Farms, LLC, to me known as the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed on behalf of Panther Farms, LLC.

Cali Sorbe
Notary Public in and for the State of Iowa



**DEPARTMENT OF COMMUNITY DEVELOPMENT**

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

MEMORANDUM***Planning & Community Services Division***

TO: Honorable Mayor James P. Brown and City Council
FROM: David Sturch, Planner III 
DATE: August 15, 2019
SUBJECT: Surface Transportation Block Grant Programming Agreement
Main Street Reconstruction

The Department of Community Development is planning the reconstruction of Main Street from W. 6th Street to Seerley Boulevard. The Main Street reconstruction project includes the removal and replacement of the existing pavement. A corridor study was completed on this project to analyze the opportunities for improved intersection operations, vehicular/pedestrian/bicyclist safety and Complete Street elements. This project is listed in the CIP in FY 2021 to begin the design phase in order to determine the final improvements to this corridor.

This project will utilize Surface Transportation Block Grant funds (STBG) through INRCOG for the construction of this roadway facility. The agreement identifies the STBG funds of \$1,500,000.00 with the minimum local match of \$375,000.00. However, the estimated cost for the Main Street project is \$7,620,000.00. The remaining dollars will be provided with GO Bonds and Local Option Sales Tax. This project is listed in the FY 21-24 Capital Improvements Program.

Therefore, we ask that the City Council state their support in the form of a resolution authorizing the Mayor to execute the Surface Transportation Block Grant Programming Agreement.

If you have any questions, please feel free to contact this office.

xc: Stephanie Sheetz, Community Development Director
Chase Schrage, Public Works Director



7/24/2019

David Sturch
City Planner
City of Cedar Falls
220 Clay St
Cedar Falls, IA 50613

RECEIVED

JUL 26 2019

COMMUNITY DEVELOPMENT
DEPARTMENT

Dear Mr. Sturch:

RE: Black Hawk County Metropolitan Planning Organization
Surface Transportation Block Grant Program Funding Award

This correspondence is to inform the City that the Black Hawk County Metropolitan Planning Organization (MPO) has awarded Surface Transportation Block Grant (STBG) Program funds in the amount of \$1,500,000.00 for the Main Street project.

Your project will be programmed into the MPO Fiscal Year 2020-2023 Transportation Improvement Program (TIP) in federal fiscal year 2023. Enclosed are two copies of an MPO STBG Programming Agreement for your project. Please review, sign both copies, and return one to the INRCOG office, keeping the other for your records.

In order to receive STBG funds, the City must work with the Iowa Department of Transportation. To initiate that process, project sponsors should contact the Iowa DOT Office of Local Systems.

Please note the City does not yet have a funding commitment nor is it authorized to expend STBG funds until the project has been authorized by the Federal Highway Administration (FHWA). Expenditures incurred prior to FHWA authorization will be ineligible for reimbursement. If you have questions, please contact me at (319) 235-0311 or kdurant@inrcog.org.

Sincerely,

Kyle Durant
Transportation Planner II

Black Hawk County Metropolitan Planning Organization (MPO)

Surface Transportation Block Grant (STBG) Programming Agreement

BETWEEN: Black Hawk County Metropolitan Planning Organization
229 E. Park Ave.
Waterloo, IA 50703
(hereinafter "MPO")

AND: City of Cedar Falls
220 Clay Street
Cedar Falls IA 50613
(hereinafter "RECIPIENT")

Recipient Contact Person: David Sturch Phone: (319) 273-8606
Title: City Planner Email: david.sturch@cedarfalls.com

Upon acceptance of this funding, the RECIPIENT agrees to the following conditions:

1. CONTRACT PROJECT: As approved by the MPO Policy Board, the project includes:

Main Street

Program Year: 2023

See **Attachment A** for a detailed project description and project location map. The project description and map must accurately describe the project location.

2. CONTRACT AWARD AMOUNT:

STBG Funds: \$1,500,000.00

Local Match: \$375,000.00

Total Project Cost: \$1,875,000.00

3. GENERAL PROVISIONS:

The RECIPIENT shall receive Federal STBG funds for authorized and approved project costs of eligible items. STBG funds are to be used exclusively for the purposes specified in Section 1, which may represent all or any part of the project(s) specified in the grant application. Any portion of the funds not used for the purpose(s) specified in the STBG Grant Application shall be forfeited by the RECIPIENT. The MPO may request the RECIPIENT to provide information to determine that the funding distribution satisfies the written criteria and

procedures of the Iowa Department of Transportation and the MPO as well as any statutes or rules governing such distribution.

The RECIPIENT shall contact MPO staff if the project specified in Section 1 requires revision including, but not limited to, project cost, schedule, funding sources, project termini, and project description. Depending on the type of revision, public review and comment and MPO Policy Board approval may be required.

The portion of the eligible project costs covered by Federal STBG funds shall be limited to a maximum of either the appropriate percentage of eligible costs or the amount stipulated in the approved current Statewide Transportation Improvement Program (STIP), whichever is less.

The RECIPIENT is not authorized to expend STBG funds until the project has been authorized by the Federal Highway Administration (FHWA). Expenditures incurred prior to FHWA authorization will be ineligible for reimbursement.

The RECIPIENT shall abide by MPO and Iowa Department of Transportation rules and regulations. The RECIPIENT shall follow all guidelines outlined in the Federal-aid Project Development Guide (reference www.iowadot.gov/local_systems/publications/im/guide.pdf). The Iowa Department of Transportation contact will be Christy VanBuskirk at the Iowa DOT Office of Local Systems.

All grant RECIPIENTS awarded STBG funds shall upon request provide status updates about the project specified in Section 1.

4. SPECIAL CONDITIONS:

The Letter of Award, which accompanies this agreement, may detail specific conditions pertinent to the individual award or RECIPIENT and shall become part of this agreement upon acceptance of this agreement.

Accepted on Behalf of the City of Cedar Falls

Date: _____

Jim Brown
Mayor

ATTEST:

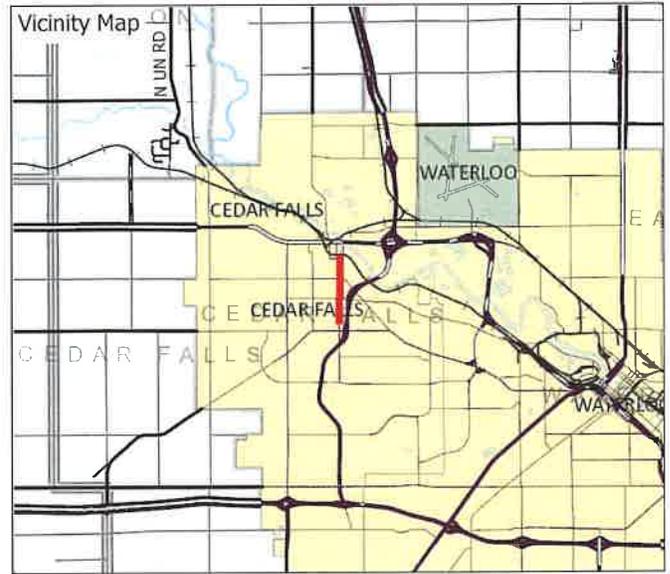
Sponsor Cedar Falls

Identity STBG-SWAP-1185(--SG-07
 TPMS# 39139
 TIP# --

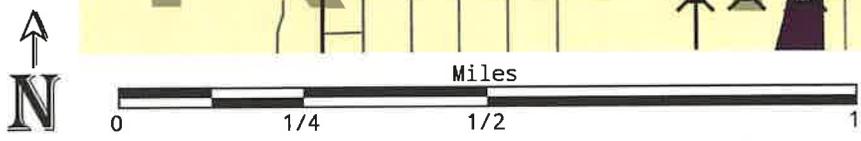
Location In the city of Cedar Falls, On Main St,
 from 6th St South 0.75 Miles to Seerley
 Blvd

Characteristics Minor Arterial / 0.75 MI / 8600 - 10200

Type of Work Outside Services Engineering



Project Site



**ADMINISTRATION**

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

TO: Honorable Mayor James P. Brown and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: August 14, 2019
SUBJECT: Assignment & Assumption Agreement: Buckeye Corrugated, Inc.

On September 5, 2017, the City and Buckeye Corrugated, Inc. entered into an Agreement for Private Development pertaining to a new industrial development at 2900 Capital Way. Then on March 18, 2019 the City and Buckeye Corrugated, Inc. entered into an Amended and Restated Agreement for Private Development in order to increase the minimum assessed value of the building. Both the original Agreement and Amended and Restated Agreement included standard terms and conditions, which include prohibiting the sale of property and assignment of the Agreement without the written approval of the City of Cedar Falls. This language is included to allow the City to review these proposed ownership transfers and insure compliance with the terms of the Agreements.

The City recently received a request from Broadstone BCI Iowa, LLC to purchase the property at 2900 Capital Way from Buckeye Corrugated, Inc. and then enter into a lease with the company to lease the building and property back from Broadstone BCI Iowa, LLC. For the past few weeks, staff has been working with legal counsel representing the seller and buyer and City Attorney Kevin Rogers to prepare the applicable Assignment and Assumption Agreement necessary to allow this transaction to proceed.

The attached Assignment and Assumption Agreement has been reviewed and approved by all parties. The obligations pertaining to building and development requirements have been satisfied and the new ownership group (Broadstone BCI Iowa, LLC) will assume any and all ongoing obligations applicable in the Amended and Restated Agreement for Private Development. These primary ongoing obligations include minimum assessed valuations as applicable, payment of property taxes, and property maintenance.

It is recommended that City Council approve and adopt the following:

1. Resolution approving and authorizing execution of an Assignment and Assumption Agreement by and among the City of Cedar Falls, Iowa; Buckeye Corrugated, Inc.; and Broadstone BCI Iowa, LLC.

If you have any questions pertaining to this project, please let me know.

xc: Ron Gaines, PE, City Administrator

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this “Agreement”) is made effective as of the ____ day of August, 2019, by and among the CITY OF CEDAR FALLS, IOWA, a municipality (the “City”); BUCKEYE CORRUGATED, INC., a Delaware corporation (the “Developer”); and BROADSTONE BCI IOWA, LLC, a New York limited liability company (the “Transferee”).

WHEREAS, Developer acquired certain real property located within the boundaries of an area known as the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan, as amended, more particularly described as:

All of Lot 7, all of Lot 8, all of Lot 9 and the West eighty (80.00) feet in even width of Lot 6 in West Viking Road Industrial Park Phase III and all of Lot 7, all of Lot 8, all of Lot 9 and the West eighty (80.00) feet in even width of Lot 10 in West Viking Road Industrial Park Phase IV, all in the East one-half (1/2) of Section Thirty-four (34), Township Eighty-nine North (T89N), Range Fourteen West (R14W) in the City of Cedar Falls, Black Hawk County, Iowa

(hereinafter referred to as the “Development Property”); and

WHEREAS, the City and Developer entered into that certain Agreement for Private Development dated September 5, 2017, as amended and restated in its entirety by that certain Amended and Restated Agreement for Private Development, dated as of March 18, 2019 (collectively, the “Development Agreement”);

WHEREAS, Developer agreed to certain terms and conditions, including construction of certain improvements on the Development Property, in exchange for the City granting certain partial tax exemptions with respect to the Development Property, and certain other terms and conditions, as set forth in the Development Agreement;

WHEREAS, the Development Agreement placed certain restrictions and conditions upon any transfer of the Development Property and any assignment of the Development Agreement, including, but not limited to, the following provisions:

- a. Developer may not make any sale or conveyance of the Development Property or of the Development Agreement without the prior written consent of the City, except where Developer enters into a sale-leaseback transaction with a reputable sale-leaseback company whereby Developer conveys the minimum improvements specified in the Development Agreement together with the Development Property to the sale-leaseback company (“Permitted Transferee”); and
- b. The proposed transferee must agree in writing to assume all of the obligations of Developer under the Development Agreement, and shall agree to be subject to all conditions and restrictions to which Developer is subject under the Development Agreement;

WHEREAS, Developer proposes to convey the Development Property to Transferee and assign the Development Agreement to Transferee, Transferee is a Permitted Transferee and is willing to assume all of the obligations of Developer under the Development Agreement, and Transferee agrees to be subject to all of the conditions and restrictions to which Developer is subject under the Development Agreement;

WHEREAS, Developer and Transferee have agreed to enter into a certain Construction and Indemnity Agreement, whereby Developer agrees to complete all construction of those certain improvements specified in the Development Agreement at Developer's sole cost and expense and to indemnify Transferee with respect to the same (the "Construction Indemnity");

WHEREAS, Developer and Transferee have further agreed to enter into a net lease for the Development Property, pursuant to which Developer will be the tenant of the improvements and the Development Property, responsible for all operation and maintenance of the Development Property, and the operator of the business to be conducted on the Development Property (the "Lease"); and

WHEREAS, the parties have reached agreement thereon, and now desire to reduce their agreement to writing.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, the parties agree as follows:

1. Developer's Satisfaction of Obligations. The City hereby acknowledges and agrees that Developer has met each and every one of its development obligations with respect to the construction of those certain minimum improvements under the Development Agreement, and the City has issued the Certificate of Completion required under the Development Agreement with respect thereto.

2. Conveyance of Development Property. Developer has agreed to transfer and convey the Development Property to Transferee by Special Warranty Deed, upon satisfaction of and consistent with the terms of that certain Purchase and Sale Agreement between Developer, as seller, and Transferee, as buyer, dated as of July 1, 2019. The City hereby consents to said conveyance and transfer on the terms stated herein.

3. Assignment of Development Agreement. Developer hereby assigns and transfers the Development Agreement to Transferee, and Transferee hereby assumes all of Developer's obligations under the Development Agreement. The City hereby acknowledges and agrees that Transferee is a Permitted Transferee, as defined in the Development Agreement, and consents to the assignment of the Development Agreement on the terms and conditions stated herein.

4. Assumption of Obligations of Agreement. Except for the obligations already satisfied as of the date of this Agreement as set forth above, and subject to the terms of the Construction Indemnity and the Lease, Transferee hereby agrees to assume all of the obligations of Developer under the Development Agreement between Developer and the City, and further agrees to be subject to all conditions and restrictions to which Developer is subject under the

Development Agreement, and to perform all of the terms, conditions and provisions which Developer is required and obligated to perform, as of the date of this Agreement, under such Development Agreement. Transferee hereby acknowledges receipt of a true copy of the Development Agreement.

5. Lease Obligations of Developer. Developer and Transferee have agreed to enter into the Lease, pursuant to which Developer, as tenant, agrees to remain in full possession of the Development Property after the transfer to Transferee. Under the Lease, Developer, as tenant, agrees to be fully responsible for complying with all obligations of Developer under the Development Agreement at its sole cost and expense. The City hereby acknowledges that Developer, as tenant under the Lease, will be fully responsible for compliance with all obligations of Developer under the Development Agreement. Nothing contained in this Section 5, or otherwise in this Agreement, shall be construed to require the City to enforce or apply the terms of the Development Agreement, or the terms of this Agreement, against or to the Developer.

6. Instruments Involving the Transfer. Developer and the Transferee agree to furnish the City with a copy of the Special Warranty Deed transferring the Development Property to Transferee upon request.

7. Notices. Developer, Transferee and the City agree that any notice required or permitted to be given pursuant to the terms of the Development Agreement, as provided in said Development Agreement, shall be in writing and delivered to the parties at their respective addresses set forth below:

Developer: Buckeye Corrugated, Inc.
822 Kumho Drive, Suite 400
Fairlawn, OH 44333
Attn: Mark A. Husted, VP & CFO
Email: mhusted@bcipkg.com

With a copy to: Thompson Hine LLP
3900 Key Tower, 127 Public Square
Cleveland, OH 44114
Attn: Cathryn E. Greenwald
Email: Cathryn.Greenwald@ThompsonHine.com

Transferee: Broadstone BCI Iowa, LLC
c/o Broadstone Real Estate, LLC
800 Clinton Square
Rochester, NY 14604
Attn: Portfolio Manager

With a copy to: Vaisey Nicholson & Nearpass PLLC
155 Clinton Square
Rochester, NY 14604
Attn: Jeffrey A. Vaisey
Email: jvaisey@vnnlaw.com

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

or to such other designated individual, officer or manager, or to such other address as any party shall have furnished to the other parties in writing in accordance with said Development Agreement.

TRANSFeree:

BROADSTONE BCI IOWA, LLC,
a New York limited liability company

By: Broadstone Net Lease, LLC,
a New York limited liability company,
its sole member

By: Broadstone Net Lease, Inc.,
a Maryland corporation,
its managing member

By: _____

Name: _____

Title: _____

State of New York)
County of Monroe)

On _____, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (SEAL)

Prepared by: Shane Graham, Economic Development Coordinator, 220 Clay Street, Cedar Falls, Iowa 50613 (319) 273-8600

RESOLUTION NO. _____

RESOLUTION APPROVING ASSIGNMENT OF AGREEMENT FOR PRIVATE DEVELOPMENT AND CONVEYANCE OF DEVELOPMENT PROPERTY BY BUCKEYE CORRUGATED, INC., TO BROADSTONE BCI IOWA, LLC, PURSUANT TO THE TERMS OF THE AGREEMENT FOR PRIVATE DEVELOPMENT BY AND BETWEEN THE CITY OF CEDAR FALLS, IOWA, AND BUCKEYE CORRUGATED, INC.

WHEREAS, Buckeye Corrugated, Inc. and the City of Cedar Falls, Iowa, entered into that certain Agreement for Private Development dated September 5, 2017, as amended and restated in its entirety by that certain Amended and Restated Agreement for Private Development, dated as of March 18, 2019 (the “Agreement for Private Development”), regarding the development of the following described real estate, to-wit:

All of Lot 7, all of Lot 8, all of Lot 9 and the West eighty (80.00) feet in even width of Lot 6 in West Viking Road Industrial Park Phase III and all of Lot 7, all of Lot 8, all of Lot 9 and the West eighty (80.00) feet in even width of Lot 10 in West Viking Road Industrial Park Phase IV, all in the East one-half (1/2) of Section Thirty-four (34), Township Eighty-nine North (T89N), Range Fourteen West (R14W) in the City of Cedar Falls, Black Hawk County, Iowa

(the “Development Property”); and

WHEREAS, Buckeye Corrugated, Inc. proposes to assign the Agreement for Private Development and transfer and convey the Development Property to Broadstone BCI Iowa, LLC, a New York limited liability company; and

WHEREAS, the Agreement for Private Development requires the approval and consent of the City of Cedar Falls to such assignment and transfer; and

WHEREAS, the City Council of the City of Cedar Falls has been presented with a proposed Assignment and Assumption Agreement, pursuant to which Buckeye Corrugated, Inc. proposes to assign the Agreement for Private Development and transfer the Development Property to Broadstone BCI Iowa, LLC, and Broadstone BCI Iowa, LLC, agrees to assume the

obligations of Buckeye Corrugated, Inc. under the Agreement for Private Development, and agrees to perform all duties and obligations thereunder; and

WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it to be in the best interests of the City of Cedar Falls, Iowa, to consent to the assignment of the Agreement for Private Development and to approve the transfer of the Development Property from Buckeye Corrugated, Inc., to Broadstone BCI Iowa, LLC, on the terms and conditions stated in the proposed Assignment and Assumption Agreement.

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

1. That the assignment of the Agreement for Private Development by Buckeye Corrugated, Inc. to Broadstone BCI Iowa, LLC, be and the same is hereby in all respects authorized, approved and confirmed.

2. That the transfer and conveyance of the Development Property by Buckeye Corrugated, Inc. to Broadstone BCI Iowa, LLC, be and the same is hereby authorized, approved and confirmed.

3. That the form and content of the Assignment and Assumption Agreement, the provisions of which are incorporated herein by reference, be and the same are hereby in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they are hereby authorized, empowered and directed to execute, attest, seal and deliver the Assignment and Assumption Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Assignment and Assumption Agreement as executed. The City Clerk is directed to cause a copy of the Assignment and Assumption Agreement to be filed with the Black Hawk County Recorder.

PASSED AND APPROVED this _____ day of _____, 2019.

(SEAL)

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk