



**AGENDA
CITY OF CEDAR FALLS, IOWA
CITY COUNCIL MEETING
MONDAY, AUGUST 05, 2019
7:00 PM AT CITY HALL**

Call to Order by the Mayor

Roll Call

Approval of Minutes

1. Regular Meeting of July 15, 2019.

Administration of Oath to Public Safety Officers and Reserve Officers

Agenda Revisions

Special Order of Business

2. Public hearing on proposed plans, specifications, form of contract & estimate of cost for the 2019 Sidewalk Assessment Project, Zone 2.
 - 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.
3. Resolution approving and adopting the plans, specifications, form of contract & estimate of cost for the 2019 Sidewalk Assessment Project, Zone 2.
4. 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.
 - 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.
5. Resolution 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.
6. Public hearing on a 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.
 - 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.

7. Pass an ordinance 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 first consideration.
8. Public hearing on a 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.
 - 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.
9. Pass an 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, upon its first consideration.
10. Public hearing on a 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.
 - 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.
11. Pass an 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, upon its first consideration.

Old Business

12. Pass Ordinance #2949, amending certain sections of the Code of Ordinances relative to establishing regulations for events on public property, upon its third & final consideration.

New Business

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

13. Receive and file the resignation of Evan Renfro as a member of the Library Board of Trustees.
14. 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.
15. Receive and file the report of the July 22, 2019 Joint Meeting of the City Council & the Utilities Board of Trustees.
16. Receive and file Departmental Monthly Reports of June 2019.
17. Approve the request of Community Main Street for temporary signs for the Downtown Shuttle.
18. 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.

19. 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.
20. 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.

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.)

21. Resolution approving and authorizing execution of an Easement Agreement, in conjunction with a sidewalk café at 311 Main Street.
22. Resolution approving and authorizing execution of an Agreement in Support of the Beau's Beautiful Blessings, Inc. relative to an FY20 Community Betterment Grant.
23. Resolution approving and authorizing execution of an Agreement in Support of the Cedar Falls Community Theatre, Inc. relative to an FY20 Community Betterment Grant.
24. Resolution approving and authorizing execution of an Agreement in Support of the Cedar Falls Historical Society relative to an FY20 Community Betterment Grant.
25. Resolution approving and authorizing execution of an Agreement in Support of the HusomeStrong Foundation relative to an FY20 Community Betterment Grant.
26. Resolution approving and authorizing execution of an Agreement in Support of the Volunteer Center of the Cedar Valley relative to an FY20 Community Betterment Grant.
27. Resolution approving and authorizing execution of an Agreement in Support of the Waterloo-Cedar Falls Symphony Orchestra Association relative to an FY20 Community Betterment Grant.
28. Resolution approving a Claim for Non-Residential Relocation Assistance Reimbursement, in conjunction with the West 1st Street Reconstruction Project.
29. Resolution approving and accepting the contract and bond of K. Cunningham Construction Company, Inc. for the South Main Street Parking Lot Project.
30. Resolution 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.
31. Resolution approving and authorizing execution of a Contract for Completion of Improvements with BJW Holdings, LLC relative to the final plat of Park Ridge Estates.
32. Resolution 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.
33. Resolution 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.

- [34.](#) Resolution 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.
- [35.](#) Resolution approving and adopting revised Rules of Procedure for the Board of Adjustment.
- [36.](#) Resolution approving the final plat of Park Ridge Estates Subdivision.
- [37.](#) Resolution approving the final plat of Western Home Communities Ninth Addition.
- [38.](#) Resolution approving the final plat of Greenhill Village Townhomes II, Phase I.
- [39.](#) 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. (contingent upon approval of final plat)
- [40.](#) Resolution 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.
- [41.](#) Resolution 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.
- [42.](#) Resolution 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.
- [43.](#) Resolution approving a PC-2, Planned Commercial Zoning District site plan for construction of a retail/professional office building at 918 Viking Road.
- [44.](#) Resolution 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.
- [45.](#) Resolution 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.
- [46.](#) Resolution 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.

Ordinances

- [47.](#) Pass 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, 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 first consideration.

Allow Bills and Payroll

- 48. Allow Bills and Payroll of August 5, 2019.

City Council Referrals

City Council Updates

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, JULY 15, 2019
REGULAR MEETING, CITY COUNCIL
MAYOR JAMES P. BROWN PRESIDING**

The City Council of the City of Cedar Falls, Iowa, met in Regular Session, pursuant to law, the rules of said Council and prior notice given each member thereof, in the City Hall at Cedar Falls, Iowa, at 7:00 P.M. on the above date. Members present: Miller, deBuhr, Blanford, Darrah, Wieland, Green. Absent: Kruse.

- 52406 - It was moved by Darrah and seconded by deBuhr that the minutes of the Regular Meeting of July 1, 2019 be approved as presented and ordered of record. Motion carried unanimously.

Coach Kenton Swartley and four members of the Cedar Falls High School "Swartdogs" Robotics Team spoke about accomplishments and recent awards received.

Public Safety Services Director Olson provided an introduction and Mayor Brown proceeded with the Administration of Oath to new Public Safety Officer Lucas Schmidt.

- 52407 - Mayor Brown announced that in accordance with the public notice of July 8, 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 Bridge Maintenance Project. It was then moved by Green and seconded by Miller that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 52408 - 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. Public Works Director Schrage provided brief comments about the proposed plans, etc. 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.
- 52409 - It was moved by Blanford and seconded by Wieland that Resolution #21,611, approving and adopting the plans, specifications, form of contract & estimate of cost for the 2019 Bridge Maintenance Project, 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, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,611 duly passed and adopted.
- 52410 - It was moved by Darrah and seconded by Miller that Ordinance #2947, amending Section 26-118 of the Code of Ordinances by removing property located at 2600 Grove Street from the R-3, Multiple Residence District, and placing the same in the C-2, Commercial District, 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, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Ordinance #2947 duly passed and adopted.

52411 - It was moved by Wieland and seconded by Darrah that Ordinance #2949, amending certain sections of the Code of Ordinances relative to establishing regulations for events on public property, be passed upon its second 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, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.

52412 - It was moved by Miller and seconded by Darrah that the following items and recommendations on the Consent Calendar be received, filed and approved:

Receive and file the resignation of Deb Giarusso as a member of the Planning & Zoning Commission.

Approve the following special event related requests:

- a) Street closures, Live to 9, July 19 & 26, 2019 (August 2 & 9, 2019 if inclement weather).
- b) Street closure, Hiawatha Road, August 3, 2019.
- d) Street closures, ARTapalooza, September 7, 2019.

Approve the following applications for beer permits and liquor licenses:

- a) Cypress Lounge, 209 A State Street, Class C liquor & outdoor service - renewal.
- b) Hy-Vee Market Grille, 6301 University Avenue, Class C liquor - renewal.
- c) Walgreens, 2509 Whitetail Drive, Class E liquor - change in ownership.
- d) Cedar Basin Jazz Festival & Live to 9, 200 Block of State Street and 100 Block of East 2nd Street, Special Class C liquor & outdoor service - permanent transfer.
- e) Dollar General, 1922 Valley Park Drive, Class C Beer & Class B Wine - new.

Motion carried unanimously.

52413 - It was moved by Wieland and seconded by deBuhr to approve the request for a street closure on Bluebell Road, August 6, 2019. Following a comment by Penny Popp, 4805 South Main Street, the motion carried unanimously.

52414 - It was moved by Miller and seconded by deBuhr that the following resolutions be introduced and adopted:

Resolution #21,612, approving and authorizing execution of a Memorandum of Understanding with the Teamsters Union, Local No. 238 relative to earning compensatory time.

Resolution #21,613, approving and authorizing execution of an Extension of an Agreement for Custodial Services with Fresh Start Cleaning, f/k/a T & C Cleaning, Inc., relative to custodial services for city buildings for a period of September 1, 2019 through August 31, 2020, and adding custodial services for the new Public Safety Facility.

Resolution #21,614, approving and authorizing the expenditure of funds for the purchase of a dump truck.

Resolution #21,615, approving and authorizing execution of a Memorandum of Agreement with the Municipal Electric Utility of the City of Cedar Falls (CFU) relative to use of a dump truck.

Resolution #21,616, approving three Claims for Non-Residential Relocation Assistance Reimbursement, in conjunction with the West 1st Street Reconstruction Project.

Resolution #21,617, receiving and filing the bids, and approving and accepting the low bid of K. Cunningham Construction Company, Inc., in the amount of \$135,515.36, for the South Main Street Parking Lot Project.

Resolution #21,618, approving and authorizing execution of a Contract for Completion of Improvements with James V. Sands relative to the final plat of Sands Addition.

Resolution #21,619, approving the opening of the Housing Choice Voucher (HCV) Program (a/k/a Section 8) Waiting List August 6, 2019 through January 31, 2020, as recommended by the Housing Commission.

Resolution #21,620, approving a Central Business District Overlay Zoning District site plan for façade improvements at 100 East 2nd Street, Suite 103.

Resolution #21,621, approving the preliminary plat of Chrisbro Subdivision.

Resolution #21,622, approving the final plat of Sands Addition.

Resolution #21,623, approving and authorizing execution of a HOME Investment Partnership Program Consortium Cooperation Agreement with the City of Waterloo for FY2020-2022.

Resolution #21,624, approving and authorizing execution of a Professional Service Agreement with Iowa Northland Regional Council of Governments (INRCOG) relative to the Community Development Block Grant (CDBG) and HOME Programs.

Resolution #21,625, receiving and filing, and setting August 5, 2019 as the date of public hearing on, the proposed plans, specifications, form of contract & estimate of cost for the 2019 Sidewalk Assessment Project, Zone 2.

Resolution #21,626, setting August 5, 2019 as the date of public hearing on the proposed vacation of a 15-foot wide pedestrian trail access easement within Tract E Western Home Communities Seventh Addition, Lot 1 Western Home Communities Eighth Addition, Parcel G Western Home Communities Lot 17 Minor Plat and Lot 2 Western Home Communities Fourth Addition.

Resolution #21,627, setting August 5, 2019 as the date of public hearing on a

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.

Resolution #21,628, setting August 5, 2019 as the date of public hearing on a 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.

Resolution #21,629, setting August 5, 2019 as the date of public hearing on a 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.

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, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolutions #21,612 through #21,629 duly passed and adopted.

52415 - It was moved by deBuhr and seconded by Blanford that Resolution #21,630, approving the recommendation of the City Administrator by appointing the Director of Public Works for the City of Cedar Falls, be adopted. City Administrator Gaines responded to questions by Councilmembers Green and Blanford.

It was then moved by Green that the motion be amended to reflect the effective date of July 15, 2019. The motion to amend failed due to lack of a second.

Following comments by Councilmembers deBuhr and Green, and Jim Skaine, 2215 Clay Street, the Mayor then put the question on the original motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Blanford, Darrah, Wieland. Nay: Green. Motion carried. The Mayor then declared Resolution #21,630 duly passed and adopted.

52416 - It was moved by Darrah and seconded by Miller that Resolution #21,631, approving the Cherrywood Acres Minor Plat, be adopted. Following a comment and question by Councilmember Wieland, the following individuals spoke in opposition to the Minor Plat:
John Runchey, 920 Columbine Drive
Susie Sigwarth, 1028 Cherrywood Drive
Mark Sigwarth, 1028 Cherrywood Drive
Chad Schoneman, 4307 Cherrywood Drive

The following individuals spoke in support of the Minor Plat:
Del Carpenter, 1005 Cherrywood Drive
Tony Runyan, 4114 High Street
Lea Runyan, 4114 High Street

Following questions by Councilmembers deBuhr, Wieland and Green, and responses by Planner III Sturch and Community Services Manager Howard, the

Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Blanford, Darrah. Nay: Wieland, Green. Motion carried. The Mayor then declared Resolution #21,631 duly passed and adopted.

- 52417 - It was moved by Miller and seconded by Darrah that Resolution #21,632, approving the preliminary plat of The Terraces at West Glen, be adopted. Following concerns expressed by Cathy Showalter, 3109 Pendleton Drive, Carmen Mason, 3108 Waterbury Drive, and Susie Sigwarth, 1028 Cherrywood Drive, and response by Fehr Graham Civil Engineer Jon Biederman regarding water issues, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,632 duly passed and adopted.
- 52418 - It was moved by Darrah and seconded by Miller that Resolution #21,633, approving and authorizing execution of Supplemental Agreement No. 1A with Snyder & Associates, Inc. for 2019 Engineering Services relative to the Parkade Brick Replacement Project, be adopted. Following comments by Councilmember Darrah and Community Development Director Sheetz, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,633 duly passed and adopted.
- 52419 - It was moved by deBuhr and seconded by Green that the bills and payroll of July 15, 2019 be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.
- 52420 - It was moved by Wieland and seconded by Green to refer to the Committee of the Whole review of parking trailers on residential streets. Following comments and questions by Councilmembers Blanford and Green, the motion to refer carried 4-2, with Miller and deBuhr voting nay.
- 52421 - Public Works Director Ripplinger provided an update on crosswalk improvements being completed in the Aldrich Elementary School neighborhood.

Public Safety Services Director Olson announced that Police and Fire operations have been relocated to the new Public Safety Facility at 4600 South Main Street, and that firefighters will continue to respond from the 18th/Main Street station.

Public Works Director Ripplinger announced the Cedar Valley designation as a "Great Place" and that Cedar Falls will be working with the City of Waterloo to determine common improvement projects for this grant money.
- 52422 - Penny Popp, 4805 South Main Street, announced their first neighborhood night out in conjunction with the city-wide 'National Night Out' event on August 6th.

Public Safety Services Director Olson responded to comments by Whitney Smith, 2904 Neola Street, regarding assignment of firefighter duties.

Following comments on tax breaks for commercial properties and impacts on city services by Jim Skaine, 2215 Clay Street, Councilmember Wieland raised point of order.

Mary Jane McCollum, 807 West 2nd Street, expressed concerns about increased traffic on West 2nd Street. Public Works Director Schrage provided an update on traffic calming efforts already implemented and others that could be explored.

52423 - It was moved by Green and seconded by Miller that the meeting be adjourned at 8:36 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: Brett Armstrong, Civil Engineer I

DATE: August 5, 2019

SUBJECT: 2019 Sidewalk Assessment, Zone 2
Project No. SW-000-3164
Public Hearing

This project involves the replacement of various sidewalk squares throughout the City of Cedar Falls. Work will include the construction of Portland Cement Concrete (PCC) sidewalk according to the plans and specifications.

The total estimated cost for the construction of this project is \$107,051.73. This project will be funded with Street Construction Fund.

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.

Att:

xc: Chase Schrage, Director of Public Works
Matthew Tolan, EI, Civil Engineer II



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 City Council
FROM: David Sturch, Planner III
DATE: July 30, 2019
SUBJECT: Western Home Communities Pedestrian Trail Access Easement Vacation

REQUEST: Request to vacate a 15-foot wide pedestrian trail access easement vacation
Case #VAC19-002

PETITIONER: Western Home Communities, Claassen Engineering

LOCATION: 15-foot wide pedestrian trail access easement along the south boundary of
the Western Home Campus on S. Main Street

PROPOSAL

This request includes the vacation of a 15-foot wide pedestrian trail access easement along the
southern edge of the Western Home property on S. Main Street.

BACKGROUND

A 15-foot wide pedestrian trail access
easement lies across the southern
boundary of the Western Home Campus
from S. Main Street to Prairie Parkway.
This easement is identified in the
Western Home Communities 4th
Addition, 7th Addition and 8th Addition.

During the planning for the Highway 58
intersection at Viking Road, the
easement was established to route
pedestrians and cyclists around the
interchange by travelling along the
backside of the Blains and Wal-Mart
retail stores to Prairie Parkway. The
actual easement sits within a sloped
area with overhead utilities. Grading
this easement for a trail will be difficult
to achieve with the existing features
on the site. Since the completion of
the aforementioned study, the trail
alignment changed, to route the
pedestrians and cyclists to Brandilynn
Boulevard and Viking



Since the completion of the aforementioned study, the trail alignment changed, to route the pedestrians and cyclists to Brandilynn Boulevard and Viking

Road. This section of trail has been completed as part of the Highway 58 and Viking Road interchange project. There is no need for a pedestrian easement along the south property boundary of the Western Home Campus.

TECHNICAL COMMENTS

City technical review staff does not have any concerns with the vacation of the 15-foot wide pedestrian and trail easement along the south side of the Western Home S. Main Street Campus. The other utility and drainage easements in this area will remain.

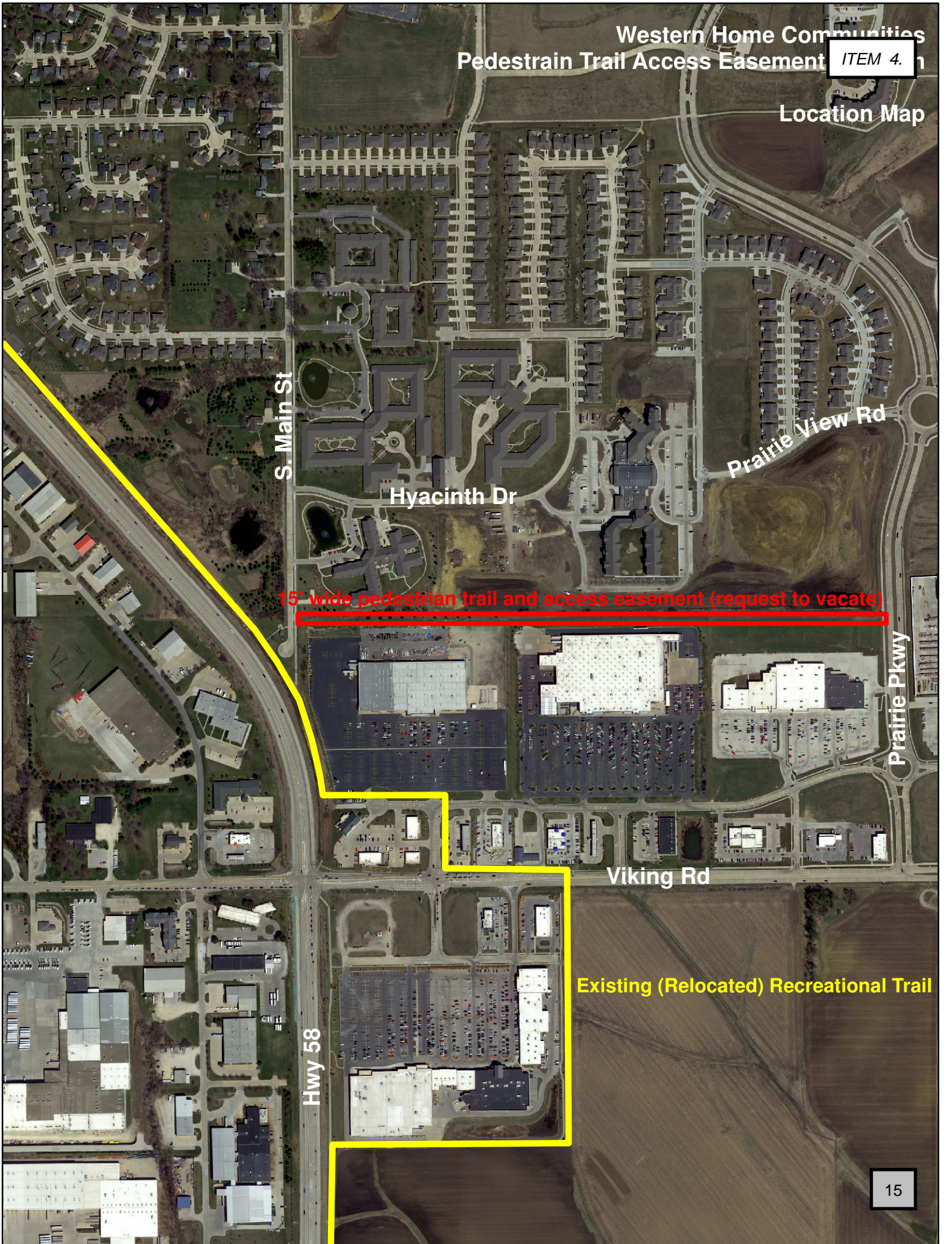
PLANNING & ZONING COMMISSION

Discussion/Vote 6/26/2019	The Planning and Zoning Commission considered a pedestrian easement vacation request in conjunction with the final plat for the Western Home Communities Ninth Addition. Chair Holst stated he had a conflict of interest and would need to abstain from the matter. Acting Chair Leeper introduced the item and Mr. Sturch provided background information. He explained the final plat and the vacation of a 15-foot wide pedestrian and trail easement along the south boundary of the Western Home S. Main Street campus. Said pedestrian easement is no longer needed since the trail was relocated to Brandilynn Boulevard and Viking Road. Staff recommends approval to vacate the 15-foot wide pedestrian and access easement. All other utility easements will remain in place.
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There were no public comments and the Commission recommended approval of the easement vacation.

STAFF RECOMMENDATION

The Community Development Department recommends approval of the pedestrian trail and access easement vacation.



S. Main St

Hyacinth Dr

Prairie View Rd

15' wide pedestrian trail and access easement (request to vacate)

Prairie Pkwy

Viking Rd

Hwy 58

Existing (Relocated) Recreational Trail

For County Recorder's use.

INDEX LEGEND

General Description: Part of Western Home Communities, Cedar Falls
 Surveyor: David L. Scheil (#16775)
 Surveying Company: Wayne Claassen Engineering & Surveying, Inc.
 2705 University Avenue (P.O. Box 898)
 Waterloo, Iowa 50704
 (319)235-6294
 Survey Requested By: Western Home Independent Living Services, Inc.
 Proprietor: Western Home Independent Living Services, Inc.

VACATION OF EASEMENT PLAT

15' Pedestrian Trail Access Easement

SHEET 1 OF 4

LEGAL DESCRIPTION Easement to be Vacated

An Easement for Pedestrian Trail Access purposes over, under and across the Southeast Quarter (SE 1/4) of Section Twenty-five (25), Township Eighty-nine North (T89N), Range Fourteen West (R14W) and the Southwest Quarter (SW 1/4) of Section Thirty (30), Township Eighty-nine North (T89N), Range Thirteen West (R13W) of the Fifth Principal Meridian, Cedar Falls, Black Hawk County, Iowa, described as follows:

The South Fifteen (15) feet of Tract 'E', Western Home Communities Seventh Addition,

AND

The South Fifteen (15) feet of Lot One (01), Western Home Communities Eighth Addition,

AND

The South Fifteen (15) feet of Parcel "G", Western Home Communities Lot Seventeen Minor Plat,

AND

The South Fifteen (15) feet of Lot Two (02), Western Home Communities Fourth Addition.

SURVEY LEGEND:

- DENOTES FOUND PIN & RED CAP #16775 (UNLESS NOTED OTHERWISE)
- 000.00 DENOTES RECORD DIMENSION
- (000.00) DENOTES FIELD DIMENSION

CES FILE NO. _____ ML _____

CSJCS

	<p>CERTIFICATION</p> <p>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.</p> <p>Signature: _____ David L. Scheil, P.L.S.</p> <p>Date: _____, 20____ License No. 16775</p> <p>Pages or Sheets Covered by this Seal: 4</p> <p>My license renewal date is December 31, 2020</p>
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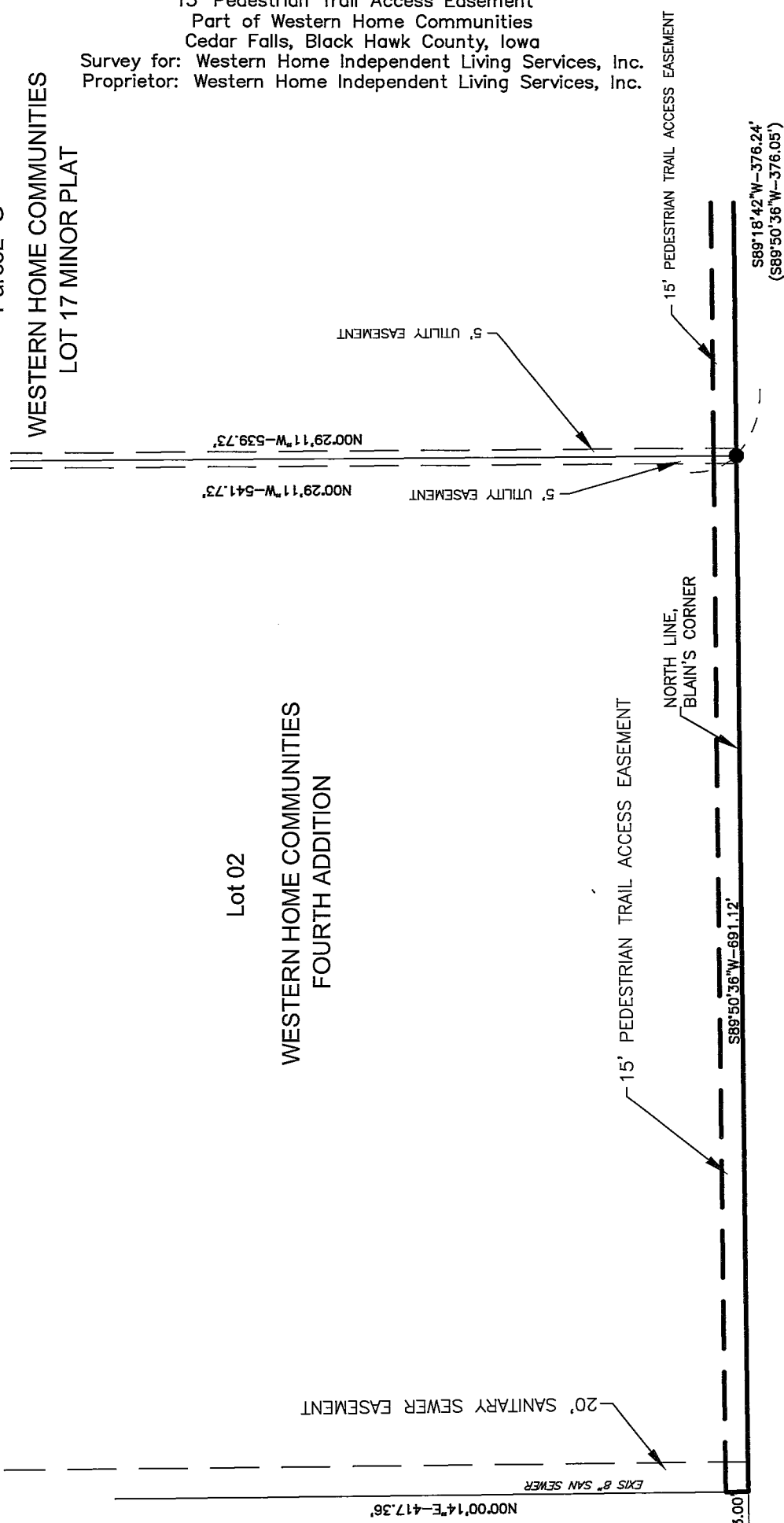
VACATION OF EASEMENT PLAT

SHEET 2 OF 4

15' Pedestrian Trail Access Easement
 Part of Western Home Communities
 Cedar Falls, Black Hawk County, Iowa
 Survey for: Western Home Independent Living Services, Inc.
 Proprietor: Western Home Independent Living Services, Inc.



Parcel "G"
 WESTERN HOME COMMUNITIES
 LOT 17 MINOR PLAT



South Main Street

SW CORNER, NW 1/4, SE 1/4,
 SEC. 25-T89N-R14W
 (FND. "X" CUT IN CONCRETE)
 SEE DOC. No. 2005-08299

Lot 02

WESTERN HOME COMMUNITIES
 FOURTH ADDITION

BLAIN'S CORNER

2

CES FILE NO. _____ ML _____

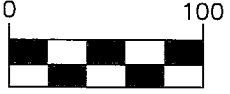
CSMCS

VACATION OF EASEMENT PLAT

SHEET 3 OF 4

15' Pedestrian Trail Access Easement
Part of Western Home Communities
Cedar Falls, Black Hawk County, Iowa

Survey for: Western Home Independent Living Services, Inc.
Proprietor: Western Home Independent Living Services, Inc.



1 INCH = 100 FEET

Lot 01
WESTERN HOME COMMUNITIES
EIGHTH ADDITION

5

GENCOM ADDITION

S00°40'13"E-281.00'

(S89°49'40"W-708.89')
S89°19'47"W-708.70'

389.13'

Parcel "G"
WESTERN HOME COMMUNITIES
LOT 17 MINOR PLAT

S89°18'47"W-339.57'

NORTHWEST COR. GENCOM ADD.,
NORTHEAST COR. BLAIN'S ADD.,
FND. PIN & RED
CAP #12088

15' PEDESTRIAN TRAIL ACCESS EASEMENT

S89°18'42"W-376.24'
(S89°50'36"W-376.05')

BLAIN'S CORNER

2

5' UTILITY EASEMENT

N00°29'11"W-539.73'

N00°29'11"W-541.73'

5' UTILITY EASEMENT

WESTERN HOME COMMUNITIES
FOURTH ADDITION

CSMCS

CES FILE NO. _____ ML _____

VACATION OF EASEMENT PLAT

SHEET 4 OF 4

15' Pedestrian Trail Access Easement
Part of Western Home Communities
Cedar Falls, Black Hawk County, Iowa
Survey for: Western Home Independent Living Services, Inc.
Proprietor: Western Home Independent Living Services, Inc.



1 INCH = 100 FEET

Prairie Parkway

S02°01'38"E-269.30'

SE CORNER, NE 1/4, SE 1/4,
SECTION 25-T89N-R14W
(FOUND PIN & RED CAP #16775)
DOC. No. 2014-20649

S89°24'28"W-267.43'

TRACT 'E'
WESTERN HOME COMMUNITIES
SEVENTH ADDITION

PINNACLE PRAIRIE COMMERCIAL SOUTH-PHASE IV

1

15' PEDESTRIAN TRAIL ACCESS EASEMENT

S89°20'12"W-600.70'

FND. PIN & ORANGE
CAP #7811

S89°20'34"W

2.98'

20' UTILITY
EASEMENT

N00°31'08"W-436.89'

10' UTILITY
EASEMENT

Lot 01
WESTERN HOME
COMMUNITIES
EIGHTH ADDITION

S89°20'34"W-208.39'

271.37'
S89°20'34"W

CES FILE NO. _____ ML _____

CSJCS

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

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE VACATION OF A PEDESTRIAN TRAIL ACCESS EASEMENT ON TRACT E OF WESTERN HOME COMMUNITIES SEVENTH ADDITION, LOT 1 OF WESTERN HOME COMMUNITIES EIGHTH ADDITION, PARCEL G OF WESTERN HOME COMMUNITIES LOT 17 MINOR PLAT, AND LOT 2 OF WESTERN HOME COMMUNITIES FOURTH ADDITION, CEDAR FALLS, BLACK HAWK COUNTY, IOWA

WHEREAS, a request was submitted to the Cedar Falls Planning and Zoning Commission to vacate a 15-foot wide pedestrian trail access easement within Tract E of Western Home Communities Seventh Addition, Lot 1 of Western Home Communities Eighth Addition, Parcel G of Western Home Communities Lot 17 Minor Plat and Lot 2 of Western Home Communities Fourth Addition, in the City of Cedar Falls, Black Hawk County, Iowa and

WHEREAS, said Commission has recommended approval of said request, and

WHEREAS, the subject pedestrian trail access easement is no longer needed for a pedestrian trail along the south side of the Western Home South Main Street Campus, and

WHEREAS, a recreational trail has been realigned and constructed along portions of Brandilynn Boulevard and East Viking Road.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the 15-foot pedestrian trail access easement is hereby vacated upon the following real estate described as:

THE SOUTH FIFTEEN (15) FEET OF TRACT E, WESTERN HOME COMMUNITIES SEVENTH ADDITION,

AND

THE SOUTH FIFTEEN (15) FEET OF LOT 1, WESTERN HOME COMMUNITIES EIGHTH ADDITION,

AND

THE SOUTH FIFTEEN (15) FEET OF PARCEL G, WESTERN HOME COMMUNITIES LOT 17 MINOR PLAT,

AND

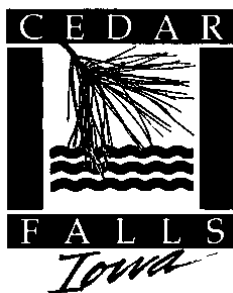
THE SOUTH FIFTEEN (15) FEET OF LOT 2, WESTERN HOME COMMUNITIES FOURTH ADDITION.

INTRODUCED AND ADOPTED this ____ day of _____, 2019.

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, 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 1, 2019
SUBJECT: ACOH, LLC--Industrial Partial Property Tax Exemption
 6601 Development Drive in Cedar Falls Industrial Park

On March 19, 2018, City Council approved a Developmental Agreement with ACOH, LLC for a new 30,000 sf. industrial use manufacturing and office facility for ACOH, LLC. Work on the \$1,400,000 new building at 6601 Development Drive in the West Viking Road Industrial Park began last year and construction is nearing completion.

As part of the executed Developmental Agreement approved by City Council in March 2018, the City of Cedar Falls committed to the following actions:

1. Transfer of Lots 14, 15 and 16 of West Viking Road Industrial Park Phase III to ACOH, LLC (Completed).
2. Adoption of an Ordinance granting a partial 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 by Chapter 427B, Code of Iowa, with respect to the Development Property.

Item #1 noted above was completed in March 2018. The remaining item to be completed by the City of Cedar Falls as part of the Developmental Agreement is formal adoption of a Partial Property Tax Exemption Ordinance that has been prepared by staff and reviewed by City Attorney Kevin Rogers. Since construction of the new building has commenced and is nearing completion, it is now necessary to move forward with Ordinance adoption.

The applicable 5-Year Partial Property Tax Exemption schedule is estimated as follows based upon the \$1,400,000 valuation of the ACOH, LLC building, 10% commercial/industrial valuation rollback, and the FY19 tax rate of \$33.23/\$1,000 valuation (**\$41,869 annually**):

	<u>Exemption %</u>	<u>Exempt \$ Amount</u>	<u>Paid \$ Amount</u>
Year 1	75%	\$31,402	\$10,467
Year 2	60%	\$25,122	\$16,748
Year 3	45%	\$18,841	\$23,028
Year 4	30%	\$12,561	\$29,309
Year 5	15%	<u>\$6,280</u>	<u>\$35,589</u>
		\$94,207	\$115,142

I recommend that in accordance with our executed Developmental Agreement, City Council approve and adopt the following through the normal three reading process:

1. Ordinance establishing a partial property tax exemption on 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.

If you have any questions pertaining to this memorandum or project, please feel free to contact me.

xc: Ron Gaines, P.E., City Administrator
Sean Abbas, ACOH, LLC



ACOH, LLC
30,000 Sq Ft
Manufacturing/Office
Facility

ITEM 6.



Project Site: 3.94 Acres

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

ORDINANCE NO. _____

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: _____

2ND CONSIDERATION: _____

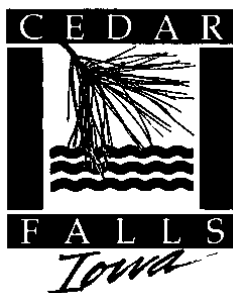
3RD CONSIDERATION: _____

ADOPTED: _____

James P. Brown, Mayor

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 1, 2019
SUBJECT: Buckeye Corrugated, Inc.--Industrial Partial Property Tax Exemption
 2900 Capital Way in Cedar Falls Industrial Park

On September 5, 2017, City Council approved a Developmental Agreement with Buckeye Corrugated, Inc. for a new 175,000 sf. industrial use warehouse and production facility for Buckeye Corrugated, Inc. – Hawkeye Division. Work on the \$9,000,000 new building at 2900 Capital Way in the West Viking Road Industrial Park began last year and construction is nearing completion.

As part of the executed Developmental Agreement approved by City Council in September 2017, the City of Cedar Falls committed to the following actions:

1. Transfer of 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, West Viking Road Industrial Park Phase I and Lot 17 in West Viking Road Industrial Park Phase IV Addition to Buckeye Corrugated, Inc. (Completed).
2. Adoption of an Ordinance Granting a partial 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 by Chapter 427B, Code of Iowa, with respect to the Development Property.

Item #1 noted above was completed in September 2017. The remaining item to be completed by the City of Cedar Falls as part of the Developmental Agreement is formal adoption of a Partial Property Tax Exemption Ordinance that has been prepared by staff and reviewed by City Attorney Kevin Rogers. Since construction of the new building has commenced and is nearing completion, it is now necessary to move forward with Ordinance adoption.

The applicable 5-Year Partial Property Tax Exemption schedule is estimated as follows based upon the \$9,000,000 valuation of the Buckeye Corrugated, Inc. building, 10% commercial/industrial valuation rollback, and the FY19 tax rate of \$33.23/\$1,000 valuation (**\$269,163 annually**):

	<u>Exemption %</u>	<u>Exempt \$ Amount</u>	<u>Paid \$ Amount</u>
Year 1	75%	\$201,872	\$67,291
Year 2	60%	\$161,498	\$107,665
Year 3	45%	\$121,123	\$148,040
Year 4	30%	\$80,749	\$188,414
Year 5	15%	<u>\$40,374</u>	<u>\$228,789</u>
		\$605,617	\$740,198

I recommend that in accordance with our executed Developmental Agreement, City Council approve and adopt the following through the normal three reading process:

1. Ordinance establishing a partial property tax exemption on the actual value added to real estate by new construction consisting of a 175,000 square foot industrial use warehouse and production facility to be constructed on property owned by Buckeye Corrugated, Inc., located at 2900 Capital Way, Cedar Falls, Iowa.

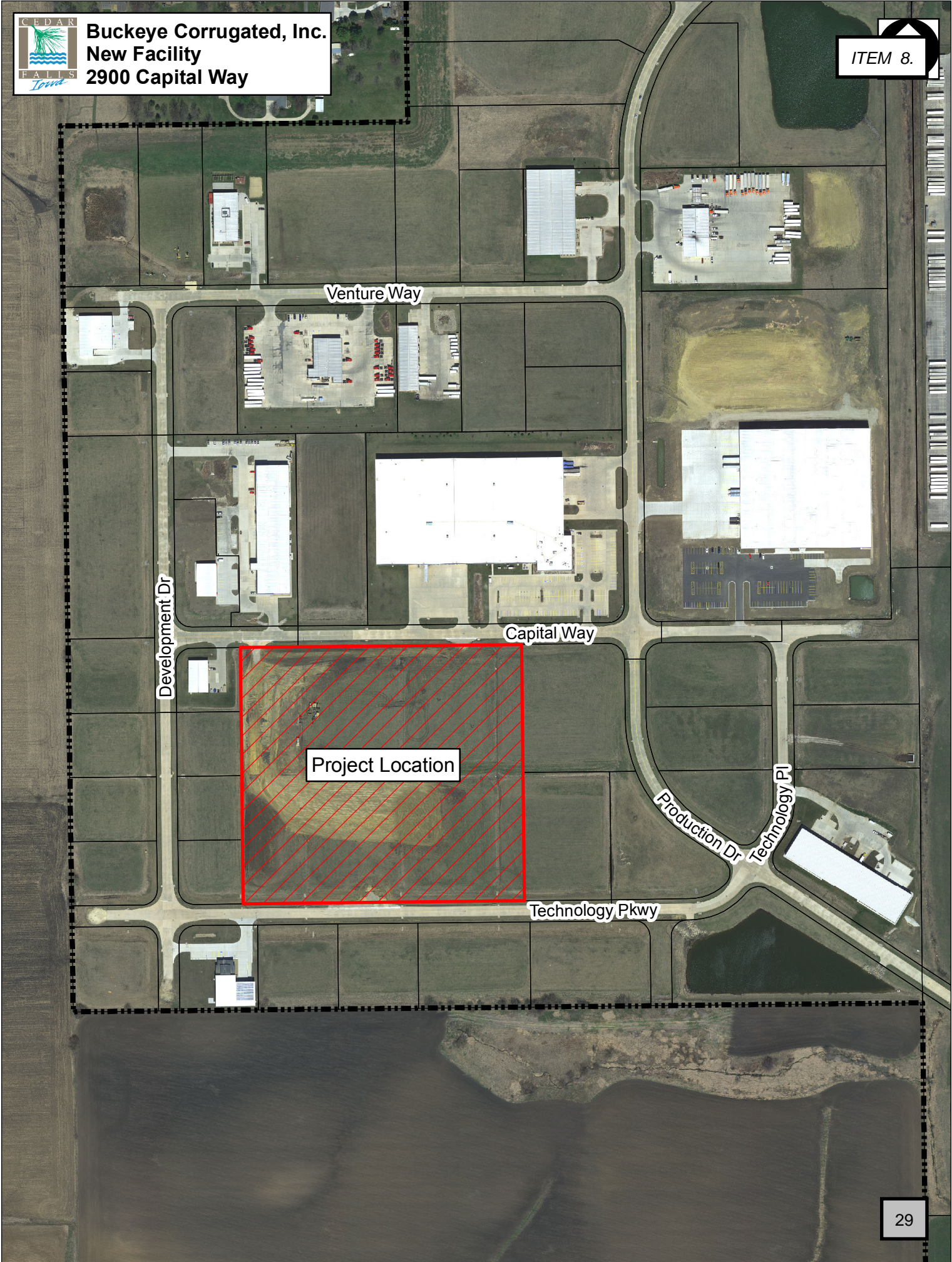
If you have any questions pertaining to this memorandum or project, please feel free to contact me.

xc: Ron Gaines, P.E., City Administrator
Matt Highland, Division President



Buckeye Corrugated, Inc.
New Facility
2900 Capital Way

ITEM 8.



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

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING A PARTIAL PROPERTY TAX EXEMPTION OF THE ACTUAL VALUE ADDED TO REAL ESTATE BY NEW CONSTRUCTION CONSISTING OF A 175,850 SQUARE FOOT INDUSTRIAL USE WAREHOUSE AND PRODUCTION FACILITY TO BE CONSTRUCTED ON PROPERTY OWNED BY BUCKEYE CORRUGATED, INC., LOCATED AT 2900 CAPITAL 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, Buckeye Corrugated, Inc., will complete and own an approximate 175,850 square foot industrial use warehouse and production facility by December 31, 2019, to be constructed on property owned by Buckeye Corrugated, Inc., located at 2900 Capital Way Cedar Falls, Iowa, and legally 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. Contains 16.16 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 175,850 square foot industrial use warehouse and production facility to be constructed by Buckeye Corrugated. Inc., on property owned by Buckeye Corrugated, Inc., located at 2900 Capital Way, Cedar Falls, Iowa, and legally 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. Contains 16.16 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

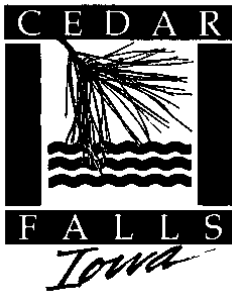
2ND CONSIDERATION:

3RD CONSIDERATION:

ADOPTED:

ATTEST: James P. Brown, Mayor

Jacqueline Danielsen, MMC, City Clerk



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 1, 2019
SUBJECT: FN Investors, LLC--Industrial Partial Property Tax Exemption
 3019 Venture Way in Cedar Falls Industrial Park

On May 7, 2018, City Council approved a Developmental Agreement with FN Investors, LLC for a new 20,600 sf. industrial use lab and office facility for TestAmerica Laboratories, Inc. Work on the \$2,500,000 new building at 3019 Venture Way in the West Viking Road Industrial Park began last year and construction is nearing completion.

As part of the executed Developmental Agreement approved by City Council in May 2018, the City of Cedar Falls committed to the following actions:

1. Transfer of Lot 12 of West Viking Road Industrial Park Phase I and Lot 7 of West Viking Road Industrial Park Phase II to FN Investors, LLC (Completed).
2. Adoption of an Ordinance granting a partial 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 by Chapter 427B, Code of Iowa, with respect to the Development Property.

Item #1 noted above was completed in May 2018. The remaining item to be completed by the City of Cedar Falls as part of the Developmental Agreement is formal adoption of a Partial Property Tax Exemption Ordinance that has been prepared by staff and reviewed by City Attorney Kevin Rogers. Since construction of the new building has commenced and is nearing completion, it is now necessary to move forward with Ordinance adoption.

The applicable 5-Year Partial Property Tax Exemption schedule is estimated as follows based upon the \$2,500,000 valuation of the FN Investors, LLC building, 10% commercial/industrial valuation rollback, and the FY19 tax rate of \$33.23/\$1,000 valuation (**\$74,768 annually**):

	<u>Exemption %</u>	<u>Exempt \$ Amount</u>	<u>Paid \$ Amount</u>
Year 1	75%	\$56,076	\$18,692
Year 2	60%	\$44,861	\$29,907
Year 3	45%	\$33,645	\$41,122
Year 4	30%	\$22,430	\$52,337
Year 5	15%	<u>\$11,215</u>	<u>\$63,552</u>
		\$168,227	\$205,611

I recommend that in accordance with our executed Developmental Agreement, City Council approve and adopt the following through the normal three reading process:

1. Ordinance establishing a partial property tax exemption on 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 3016 Venture Way, Cedar Falls, Iowa.

If you have any questions pertaining to this memorandum or project, please feel free to contact me.

xc: Ron Gaines, P.E., City Administrator
Fred Rose, FN Investors, LLC



FN Investors, LLC
20,600 Sq Ft
Lab/Office Facility

ITEM 10.

Viking Rd

Project Site: 4.6 Acres

Venture Way

Development Dr

Production Dr

Capital Way

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

ORDINANCE NO. _____

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: _____

2ND CONSIDERATION: _____

3RD CONSIDERATION: _____

ADOPTED: _____

ATTEST:

James P. Brown, Mayor

Jacqueline Danielsen, MMC, City Clerk

Prepared by: Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613, (319)273-8600

ORDINANCE NO. 2949

AN ORDINANCE **(1)** AMENDING SECTION 3-42, EXEMPTIONS FROM PERMIT REQUIREMENT, OF ARTICLE II, SIGNS, OF CHAPTER 3, ADVERTISING, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, BY ENACTING A NEW UNTITLED SUBSECTION (6), OF SECTION 3-42, EXEMPTIONS FROM PERMIT REQUIREMENT; **(2)** REPEALING SECTION 17-197, PERMITS, OF ARTICLE V, PARK REGULATIONS, OF CHAPTER 17, PARKS AND RECREATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA; **(3)** REPEALING SECTION 17-207, RESERVATION OF PARK AREAS AND FACILITIES, AND SECTION 17-208, POSSESSION OF BEER OR OTHER INTOXICATING LIQUOR, AND SECTION 17-210, SPECIAL EVENTS IN GATEWAY PARK GREEN SPACE, ALL OF ARTICLE V, PARK REGULATIONS, OF CHAPTER 17, PARKS AND RECREATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF NEW SECTION 17-207, RESERVATION OF PARK AREAS AND FACILITIES, NEW SECTION 17-208, POSSESSION OF BEER OR OTHER INTOXICATING LIQUOR, AND NEW SECTION 17-210, PUBLIC EVENTS ON CITY PROPERTY; **(4)** REPEALING SECTION 19-2, STREET MEETINGS; PARADES, OF ARTICLE I, IN GENERAL, OF CHAPTER 19, STREETS AND SIDEWALKS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF NEW SECTION 19-2, RIGHT-OF-WAY, PUBLIC PARK, PUBLIC AREA MEETINGS; PARADES; AND **(5)** CONFORMING TITLES TO SUBSECTIONS, SECTIONS, DIVISIONS AND ARTICLES ACCORDINGLY.

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

Section 1. Section 3-42, Exemptions from Permit Requirement, of Article II, Signs, of Chapter 3, Advertising, of the Code of Ordinances of the City of Cedar Falls, Iowa is hereby amended by enacting new untitled subsection (6), of Section 3-42, Exemptions from Permit Requirement, of Article II, Signs, of Chapter 3, Advertising, as follows:

- (6) Temporary signs constructed or erected in connection with a properly permitted public event, displayed for up to seven days before and one day after such public event.

Section 2. Section 17-197, Permits, of Article V, Park Regulations, of Chapter 17, Parks and Recreation, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety.

Section 3. Section 17-207, Reservation of Park Areas and Facilities, and Section 17-208, Possession of Beer or Other Intoxicating Liquor, and Section 17-210, Special Events in Gateway Park Green Space, all of Article V, Park Regulations, of Chapter 17, Parks and Recreation, of the Code of Ordinances of the City of Cedar Falls, Iowa, are hereby repealed in their entirety and new Section 17-207, Reservation of Park Areas and Facilities, new Section 17-208, Possession of Beer or Other Intoxicating Liquor, and new Section 17-210, Public Events on City Property, all of Article V, Park and Public Event Regulations, of Chapter 17, Parks and Recreation, are hereby enacted in lieu thereof, as follows:

ARTICLE V. PARK AND PUBLIC EVENT REGULATIONS

Sec. 17-207. Reservation of park areas and facilities.

- (a) No person may be granted an exclusive non-public use of park areas or facilities unless a permit for such exclusive non-public use is first obtained from the director of community development or designee. The factors listed in section 17-210 for issuance of a public event permit shall apply to a permit required under this section. Only the following park areas and facilities may be so reserved:
- (1) A golf course.
 - (2) A clubhouse.
 - (3) A specific picnic shelter.
 - (4) Special game facilities, including, but not limited to, sports fields and courts, aquatic center, pools, and outdoor exercise facilities.
- (b) Liability of permit holder. The holder of a permit required by this section as well as any sponsoring group or organization shall be liable for any loss, damage or injury sustained by any person or entity, including the city, arising out of or resulting from the fault of the permit holder, his or her employees, servants or agents, or other persons participating in or attending the non-public event. The holder as well as any sponsoring group or organization, by acceptance of a permit, assumes full responsibility for and agrees to indemnify the city against and save it harmless from any liability arising out of or resulting from the fault of the holder, his or her employees, servants or agents, or other persons participating in or attending the non-public event.

(Code 2017, § 20-222)

Sec. 17-208. Possession of beer or other intoxicating liquor.

- (a) It shall be unlawful for any person to bring in or use or have in their possession a keg or similar container for the purpose of dispensing beer or any other intoxicating liquor not otherwise prohibited by Iowa Code § 123.46, within any park, including any access area or wildlife habitat area under the jurisdiction of the city parks and recreation commission, unless:
- (1) Such use or possession is authorized by a liquor control license or beer permit approved by the city council, and issued by the state alcoholic beverages division under Iowa Code ch. 123, and such use is confined to a shelter or other place within a park which constitutes a "licensed premises" within the meaning of state law and which is designated for group use; and

- (2) Any other necessary permits and licenses are first obtained.
- (b) Any person desiring to use a shelter or building, where beer or an intoxicating liquor is to be dispensed from a keg or similar container as authorized in this section must make a prior shelter or building reservation, obtain all necessary permits and licenses, and make advance payment of a reservation fee and submit a \$100.00 minimum damage deposit. The city has the right to retain any or all of the required deposit to cover damage to city park property. The holder of a shelter or building reservation shall be bound by and be responsible for enforcing all park rules and regulations and all applicable ordinances regarding the use of a keg, or similar container, or other rules and regulations set out in this article.

(Code 2017, § 20-223; Ord. No. 2301, § 1, 5-22-2000; Ord. No. 2422, § 1, 3-10-2003)

Sec. 17-210. Public events on City property.

- (a) Persons who wish to use city owned, occupied or controlled areas or facilities for public events must first obtain a permit as described in this section from the director of finance and business operations or designee.
- (b) The director may adopt and enforce rules and regulations to protect and preserve the rights, privileges and property of the city or of its residents, and to preserve and improve the peace, safety, health, welfare, comfort, and convenience of its residents. The director may post signs setting forth rules and regulations and directional signs.
- (c) The director, upon receiving a completed permit application, shall provide a copy of the application to appropriate city personnel who shall provide comments as to the following factors:
- (1) The applicant has complied with all of the requirements of this Code and any rules or regulations promulgated thereunder;
 - (2) The proposed event will not substantially or unnecessarily interfere with traffic in the area;
 - (3) The proposed event will not substantially or unnecessarily interfere with any publicly managed infrastructure project;
 - (4) The concentration of persons or things at the event will not prevent proper fire and police protection or ambulance service;
 - (5) That the proposed event or use of the property will not unreasonably interfere with or detract from the general public enjoyment of the property;
 - (6) That the proposed event and use will not unreasonably interfere with or detract from the promotion of public health, welfare, safety and recreation;
 - (7) That the property has not been reserved for other use at the time requested in the application;
 - (8) That the proposed event will not entail unusual, extraordinary or burdensome expense to the city;
 - (9) The applicant and group have complied with any required permits or licenses required for the activity on the property.
- (d) The application for a permit required in this section shall include, in the discretion of the director, information reasonably calculated to allow the director to determine the

appropriateness of a permit, considering the factors set forth in subsection c of this section. The director or designee shall determine whether a permit shall be issued.

- (e) The factors listed in subsection c of this section shall also apply to a permit application under section 17-207 of this article.
- (f) The permit required in this section is in addition to and not in lieu of any other license or permit required in this Code.
- (g) The director shall issue or deny a permit within thirty days of submission of the permit application.
- (h) In the event of denial of the permit application, the applicant shall have 10 days to appeal such denial to the administration committee of the city council. The administration committee shall hold a hearing on the appeal in person or upon written submission, within 21 days of the filing of the appeal with the city clerk. The applicant shall be notified in writing of the date, time and place of the hearing. The administration committee shall afford the applicant the opportunity to present information in support of the application. Within 10 days of the hearing, the administration committee shall issue its written decision, which may affirm or reverse the decision of the director, or affirm the application subject to certain conditions. The decision of the administration committee shall be final.
- (i) Revocation of permit. The permit may be revoked without notice if the director, the chief of police, or fire chief have cause to believe anyone participating in the public event has committed any one or more of the following acts or if the following conditions occur:
 - i. violated any local, state or federal laws;
 - ii. violated the terms of any permit issued;
 - iii. violated the rules or regulations of the area or facility; or
 - iv. that the public order or the health or safety of the public would be at risk if the use continued.
- (j) The applicant or sponsoring group/organization and all individual participants shall be required to have been approved for any local, state or federal licenses or permits that are required for the activities intended to be conducted pursuant to the permit.
- (k) Any and all appropriate city departments are authorized to inspect the public event and may issue citations for any violation of this Code or any regulations pertaining to the operation of the public event.
- (l) The director, after consultation with other appropriate departments, shall have the authority to promulgate such forms, rules and regulations that the director determines are necessary or desirable for the implementation of this section. The forms, rules and regulations shall be available for inspection by the public.
- (m) Liability of permit holder. The holder of a permit required by this article as well as any sponsoring group or organization shall be liable for any loss, damage or injury sustained by any person or the city arising out of or resulting from the fault of the permit holder, his or her employees, servants or agents, or other persons participating in or attending the public event. The holder as well as any sponsoring group or organization, by acceptance of a permit, assumes full responsibility for and agrees to indemnify the city against and save it harmless from any liability arising out of or resulting from the fault of the holder as well as any sponsoring group or organization, and their employees, servants or agents, or other persons participating in or attending the public event.

- (n) The director may impose insurance requirements on the issuance of a permit under this section in order to minimize the liability of the city for injury or damage connected to or arising out of the public event.

(Code 2017, § 20-225; Ord. No. 2763, § 1, 4-23-2012)

Section 4. Section 19-2, Street Meetings; Parades, of Article I, In General, of Chapter 19, Streets and Sidewalks, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and new Section 19-2, Right-Of-Way, Public Park, Public Area Meetings; Parades, of Article I, In General, of Chapter 19, Streets and Sidewalks, is hereby enacted in lieu thereof, as follows:

Sec. 19-2. Right-of-way, public park, public area meetings; parades.

- (a) It shall be unlawful for any person to hold public meetings of any character or description upon any public right-of-way of the city, or in any public park or area under the control of the city, without a permit being first secured as set forth in this section, or for any person to congregate about or upon any public right-of-way of the city so as to obstruct public travel or city services, or for any person to parade or march upon any street or public right-of-way of the city without a permit being first secured as set forth in this section.
- (b) Public meetings may be held on public right-of-ways of the city and in public parks or other public areas, and parades or marches may be held in the city by a person first obtaining from the city a written permit as described in section 17-210. This section is not intended to apply to funeral processions, students engaged in educational activities under the direct supervision of proper school authorities, or governmental agencies acting within the scope of their functions.
- (c) Any person violating any provision of this section, or who holds, conducts, manages, directs or has charge of a public meeting, parade or march otherwise than in accordance with the terms of the written permit issued as provided in this section, shall be guilty of a municipal infraction, punishable as provided in section 1-9 of this Code.

(Code 2017, § 23-3)

INTRODUCED: _____ July 1, 2019

PASSED 1ST CONSIDERATION: _____ July 1, 2019

PASSED 2ND CONSIDERATION: _____ July 15, 2019

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

James P. Brown, Mayor

ATTEST:

Jacqueline Daniels, MMC, City Clerk

From: [Evan Renfro](#)
Sent: Saturday, June 8, 2019 1:06 PM
To: [Richardson Funeral Service](#)
Subject: Re: Library Board

Hello Mike,
Unfortunately, I'll need to resign from the Board. What with the baby, and department meetings here every Wednesday, I'm just not able to contribute as fully as I should.
I very much enjoyed working with you and the rest of the Board.
Sincerely,
Evan Renfro

COMMITTEE OF THE WHOLE

City Hall – Council Chambers

July 15, 2019

The Committee of the Whole met in the Council Chambers at 5:45 p.m. on July 15, 2019, with the following Committee persons in attendance: Mayor Jim Brown, Tom Blanford, Frank Darrah, Susan deBuhr, Rob Green, Mark Miller, and David Wieland. Daryl Kruse was absent. Staff members attended from all City Departments. Jason McVay and Jon Nania from USGS also attended as well as members of the community.

Mayor Brown called the meeting to order and introduced the first item on the agenda, River Gauge Update. Chase Schrage Principal Engineer stated they have met with USGS on June 3, 2019 to review a stage only river gauge placement. He said there are many challenges in placement of the stage only river gauge; first placement will need to be far enough up stream and at necessary height to stay out of the way of ice jams. Second, FEMA will need to review placement of a gauge in the floodplain, based on the deed restrictions to the land. He explained Iowa Homeland Security will review initially and the federal government will review, which can take 90 days. Mr. Schrage stated the third challenge in a stage only river gauge is the datum will have different elevation up stream. He stated the location upstream will be approximately 11 feet difference in elevation. He stated the installation cost for the stage only river gauge will be \$22,000, with \$5,500 for annual maintenance. He stated both of these costs will be funded 100% by the City. He stated FEMA approval will be necessary to review the location at the end of Cottage Row for the stage only river gauge.

Mayor Brown opened it up for discussion. Councilmember deBuhr commented about the new river gauge will have limited benefits for the residents. Jason McVay with the USGS stated the gauge will have an accurate reading within .02-.04 feet and stated the readings will be different than the full gauge located down stream, which may say 80 feet and the new stage only gauge may say 91 feet. Councilmember Miller commented the cost is a deterrent for the limited benefits the residents may gain. Mr. Schrage stated the ice jams may affect the readings. He also explained the residents may sign up for an automated notification on river levels through “notify me” on the City’s website. Jon Nania, with the USGS stated residents may sign up through USGS WaterAlert and they can set the river level they are interested in. Based on City Council consensus a stage only river gauge will not be placed at the end of Cottage Row.

The Mayor introduced the second item on the agenda Snow Removal requests on sidewalks/trails. Mark Ripplinger Public Works Director reviewed the current City policy to remove the snow adjacent to city owned property, bridges or areas with higher pedestrian usage such as by schools. He stated this was set through the Council goal setting process. Brian Heath Public Works and Parks Manager reviewed the operating procedures for snow removal for a snow event. He explained streets are done first then certain personnel will break away to clear snow at public buildings and then some sidewalks/trails are cleared. He explained there are 7.3 miles of sidewalks/trails currently being cleared, which is estimated to cost \$30,000 on average annually. He reviewed the request, which is for an additional 9.5 miles of sidewalks/trails to be cleared. He stated this would be an additional 51 man hours and cost an estimated

\$38,000 annually. Mr. Heath said additional equipment will be needed, which may cost between \$80,000 – \$100,000. He reviewed a map of the additional sidewalk/trails requested. He explained these would provide benefits to runners and bicyclist, but there would also be challenges. He stated there will be blowing and drifting issues, updating the equipment more often, high cost for a low number of users, and concern for users safety with thawing and re-freezing. Mr. Ripplinger stated recreation trails are for winter users. He reviewed a map of staff recommendation of clearing 1 mile of additional sidewalk/trails. He stated this could be reviewed at goal setting which can include discussion for staffing and the additional costs. Mayor opened it for discussion. Mr. Ripplinger explained with the addition of 1 mile, no additional equipment will be needed. Mr. Heath confirmed the current cost is \$30,000 annually for 7.3 miles of sidewalks/trails. Tom Blanford motioned for the staff recommendation of clearing the additional 1 mile of sidewalks/trails in addition to the current clearing of 7.3 miles of sidewalks/trails. Rob Green seconded the motion. The motion carried unanimously.

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

There being no further discussion, Mayor Brown adjourned the meeting at 6:25 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer

**Joint Meeting of Cedar Falls City Council &
Cedar Falls Utilities Board of Trustees**

Monday, July 22, 2019

**Cedar Falls Public Safety Facility
4600 South Main Street, Cedar Falls**

The City Council met in Joint Session with the Cedar Falls Utilities Board of Trustees pursuant to law, the rules of said Council and prior notice given each member thereof at 2:00 p.m. on Monday, July 22, 2019. Mayor Brown and City Council members present: Miller, Blanford, Darrah, Wieland and Green. Absent: deBuhr and Kruse. Cedar Falls Utilities Board of Trustees present: Taylor, Johnson, McAlister, Engel and Soneson. City staff members present: Administrator Gaines, City Directors Rodenbeck, Olson, Ripplinger, Schrage and Sheetz, City Attorney Rogers, Communications Specialist Huisman and City Clerk Danielsen. Utilities staff members present: General Manager Bernard, Attorney Abernathy, Directors Forehner, Houlihan and Skubal, Marketing Manager Strouse and Clerk Weber.

Mayor Brown called the meeting to order at 2:00 p.m. and introduced Cedar Falls Utilities General Manager Steve Bernard. Mr. Bernard presented information on rate comparisons, emission evaluation and planning, electric vehicle plans, communication utility update and challenges ahead.

Mayor Brown then introduced City Administrator Ron Gaines. Mr. Gaines presented information on city reorganization, city financial information, building permit activity, infrastructure projects, planning & quality of life projects, economic development, public safety updates and long-term climate action plan.

There was general discussion after each presentation. There being no further business, the meeting adjourned at 3:40 p.m.

Minutes by Jacqueline Danielsen, City Clerk

CITY OF CEDAR FALLS

DEPARTMENTAL MONTHLY REPORTS



June 2019

JUNE 2019 MONTHLY REPORTS
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**FINANCIAL SERVICES
JUNE 2019**

Financial Reports

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

Cash Management

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

Treasury

Financial Services is responsible for maintaining accounting and cashflow as it relates to the city treasury, monitoring securities and investing idle cash to provide safe investments while maximizing interest earnings. Currently, the City has \$97,433,500 invested in CD's and \$4,300,000 in a liquid money market.

The FY20 Cash Management report was presented to the Committee of the Whole on June 17th. The report outlines the fund balances for the City's major funds and projects balances and investments for FY20.

<u>Investments</u>	<u>Transactions</u>	<u>Amount</u>
CD's Matured	4	\$9,607,000.00
CD's Purchased	5	\$13,631,000.00
PFMM Deposit	0	\$0.00
PFMM Withdrawal	1	\$4,000,000.00
CD/Investment Interest		\$268,284.89

FY19 Audit

The auditors were here June 25th to begin their preliminary audit work. They will return in September to complete the audit fieldwork. In addition, during the last week of June, financial services staff completed inventory with all of the departments in the City. The inventory will be included in the FY19 audit.

Federal Grant Programs

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

Miscellaneous Financial Activities

1. We continued to monitor the grant accounts for all departments to ensure that expenditures do not exceed revenues for each grant.
2. The Special Assessment Receivables were updated.
3. The semi-monthly sales tax reports were filed in a timely manner.
4. All payroll reports were filed as required by the various oversight units, such as the IRS, Social Security Administration, IPERS and the State of Iowa. For June, 172 payroll checks and 785 direct deposits were processed.
5. Capital asset additions were monitored during the month.
6. Accounts receivable were processed and 292 invoices were mailed out to customers.
7. 2211 transactions for accounts payable were processed and approved by the City Council for payment and 547 checks were mailed out to vendors.
8. Continued to provide bookkeeping support to the Cedar Falls Community Foundation. Implementation of a new software package continues.
9. Continued to provide bookkeeping support for Sturgis Falls.

Benefits & Compensation Activities

1. Staff reviewed the following documents for City Council approval: FY20 Wellmark Administrative Services Agreement, Wellmark Stop Loss Policy, and an agreement with Express Scripts, Inc. to participate in the Gallagher Pharmacy Alliance for pharmacy benefit management services. All agreements were approved at the June 17 meeting.
2. Health and dental open enrollment and enrollment changes were received from employees and processed with Wellmark for July 1, 2019 start date.
3. HRA Cobra rates were researched and updated for FY20.
4. Other benefit information was updated for FY20 for new hire packets, retiree insurance payment processing, and general rate references. The FY20 benefits rate document was distributed to finance and HR staff.
5. The final wellness challenge of the fiscal year, Rethink Your Drink, closed during June. HydroFlask water bottles were earned by those that completed the challenge. \$75 VISA gift cards were earned by employees that successfully completed three out of the four wellness challenges during the fiscal year. The Wellness Committee met June 26 to distribute healthy snacks bowls to all departments.

Civil Service Commission & Employment Related Activities

1. Recruitment, testing preparations, testing, list certification, backgrounds, physicals, new hire meetings, departure processing, or job classification/reclassification processing took place for the following FT positions: City Engineer, Director of Public Works, Equipment Mechanic, Library Assistant-Youth Dept., Maintenance Workers (Refuse & Streets), Planner I and II, Public Safety Officer, Public Safety Supervisor-Capt., Public Safety Supervisor-Lt., and Storm Water Specialist; PT positions: Community Service Officer, Planning & Community Services Interns, Library Assistant-Technical Services, Parking Meter Attendant, Police Reserve Officer/POC, seasonal positions for the Municipal Operations & Programs Department.
2. Follow-up and preparations took place for the June 12 & 26 and July 10 Commission meetings.
3. Recruitment booths were reserved with both Iowa State and University of Iowa to attend their fall engineering career fairs. Coordination began regarding display and other items to promote the City and its civil engineering projects.

Miscellaneous Personnel Activities

1. Union seniority lists were updated and finalized for distribution to union representatives and management per union contract requirements.
2. Assisted with group benefit questions and internal document transitions for FY20.

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

Software Purchase/Installation/Upgrade Activities

- Software installations included:
 - Avigilon camera software was installed on 2 mini PC's at the new Public Safety building.
 - Lama on laptop for building official
 - Installed AutoCAD on Drew's PC
 - Installed Avigilon and DS ControlPoint on CSO machines at new building
 - Lama on PC for new Storm Water Specialist
 - Installed ArcGIS software for Arborist

Equipment Purchase/Installation/Upgrade Activities

- Equipment purchases included:
 - HDMI cable, Drill bit, Outlets, Drywall screws, Batteries (AA) for Public Safety: Menards (\$252.65)
 - UPS and adapter for Public Safety Building: Amazon (\$949.94)
 - Battery for user's laptop: Amazon (\$26.56)
 - DisplayPort to HDMI adapters, HDMI cable, and Power Strips for Public Safety building: Amazon (\$498.12)
 - An industrial rated mini PC was purchased for Lanlink uploads
 - An industrial rated mini PC was purchased for the Water Rec control building.
 - VGA to HDMI adapters were purchased for the Public Safety building TV's.
 - 6 additional mini PC's were ordered for the Public Safety building TV's.
 - A 4th network switch was purchased for the Public Safety building.
- Equipment installations included:
 - TV's and mini PC's were mounted and configured at the new Public Safety building.
 - A new PC was loaded for our new door lock system.

Project and Assistance Activities

- Additional Cameras for College Hill and Downtown Areas
 - Continued to work with CFU for preparation for utility poles, fiber, and boxes.

- Replacement Phone System
 - Analyzed the inventory from Century Link and decided what phone lines we needed to ported over to CFU
 - Created request to port our phones from Century Link to CFU. Worked with CFU on the implementation date when they would be prepared.
 - Decided on implementation date of July 2.
 - Phone training given to all employees with desk phones.
 - All phones were programmed in preparation of the implementation on July 2.

- Replacement Copiers
 - Replaced the copier in the Community Center. It was 7 years old.
 - Installed the copiers in the new public safety building
 - Advanced Systems did training on the new copiers at the Public Safety Building.

- Mobile Application
 - All issues were resolved with Civic Plus testing and the app was released to the Google and Apple App Stores
 - Worked on cleaning up the request trackers assignments and categories in anticipation for the Mobile App Release
 - The Mobile App was released to the stores on June 28.

- Graphic design projects for the month included:
 - **Hearst Center:** exhibit promo materials, miscellaneous posters/fliers, postcards, vinyl, miscellaneous printing
 - **Tourism:** miscellaneous printing, print and digital ads, meeting room folder
 - **Rec Center:** class flier and fitness schedule
 - **Other:** website and social media maintenance, business cards, miscellaneous printing and trimming, mobile app, TV slides, Our Cedar Falls campaign materials, parking maps, *Currents*, Open House cards and posters, bus cards/ slide, parking brochure/graphics

- Assistance Activities:
 - Setup webcam in Duke Young for Skype interviews
 - Setup workstation for new interns in engineering
 - The building maintenance supervisor was assisted with getting measurements and grommet locations for police body camera docking stations, at the new PSS building.
 - A new VLAN (SIP) was created on our NEXUS and core switches for our new phone system implementation.
 - A network switch was configured and installed, at Public Works, for new phone training.

- Made sure all TV's and mini PC's were setup and configured correctly for the Public Safety building open house.
- Set up a new blog on our website for the Communication Specialists
- Set up a new employee's only newsletter on the Employee Portal of our website.
- Set up new parking fees in LAMA
- Kicked off a network assessment project with our partner IP Pathways that will document the network topology and firewall environment. This is the first step in completing a network risk assessment for cyber security.
- We continue to provide support for the digital video systems in the patrol cars, body cameras, city facilities, College Hill, Parkade, and covert operations as requested.
- We continue to provide support for the City's web site. News items were posted to the home page. Job openings, cable TV schedules, digital brochures, calendar items, bid opportunities, meeting agendas and minutes were posted as requested. Incoming requests to the request tracker system was monitored and forwarded to the appropriate department as necessary.
- We continue to provide support for the document imaging system, adding categories as requested, maintaining user accounts, maintaining appropriate security and providing backup and redundancy.
- We continue to provide support for the City's telephone system, adding and modifying services as requested

Problem Resolution Activities

- The Public Works grand eye camera was reset due to malfunction.
- A new credit card machine was asked for in order to troubleshoot problems at the Transfer Station.

Equipment Repair Activities

- The FBO lobby camera was replaced with one from inventory.
- A TV was replaced, in the Police briefing room, due to backlight failure.

Channel 15 Programming Activities

Televised live programs from City Hall:

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

Programmed CFU and Medicom cable providers for Channel 15 and Public Access.
Updated & added Community Calendar events to the Channel 15 Announcements

- **Regular production included:**
 - Produced 1 Veterans of the Cedar Valley shows
 - “A Bad Deal” – Vietnam vet releases footage from Vietnam to public TV
 - Produced 1 Mayor’s Corner
 - Cedar Falls Fire ISO Rating
 - Produced 2 Cedar Falls Baseball games
 - Iowa City High
 - Dubuque Senior
 - Produced 1 Cedar Falls Softball game
 - Waverly-Shell Rock
 - Recorded & played back 3 public meetings on Downtown Visioning
 - June 1
 - June 4
 - June 6
 - Produced 3 Cedar Falls Municipal Band concerts
 - June 18
 - June 25
 - June 30- Sturgis Falls concert
 - Produced 1 Arts Overlook shows
 - Hearst Center - First Fifty Exhibition
 - North Star Community Services theatrical production
 - College Hill Arts Festival
 - Shot 2 events for upcoming Sports Talk
 - Pat Mitchell Golf Outing
 - Sturgis Falls Run
 - Aired 4 new Panther Sports Talk summer shows
 - Produced the coverage of Sturgis Falls entertainment; some live and some recorded for playbacks
 - Cedar Valley Jazz Club
 - Michael Lefebvre & the Favorites
 - Musica Ficta
 - David Woods
 - One of Us
 - Sturgis Falls Children’s Choir
 - Opening Ceremonies
 - Bill Riley Talent Search
 - Cedar Falls Community Theatre
 - Saints Dixieland Jazz Band
 - Dry Run Creek
 - Pork Tornadoes
 - Sturgis Falls Parade
 - Marine Ensemble

- Milk and Honey
 - Mick & Gerry Staebell
 - 2nd Marine Aircraft Band
 - Cross the Line
 - Crystal Weber
 - Doo Wops
 - Clarence Williams and the Rising Sons
 - Cedar Falls Municipal Band
 - Pat Mitchell Golf Outing
 - Sturgis Falls Run
 - Arts and Crafts Fair
 - Lions Club Breakfast
- **City News** - Continued weekly news format program “Cedar Falls City News” including the following stories:
 - Downtown Shuttle service begins
 - Downtown Visioning
 - Cedar Falls Public Safety Officers and Firefighters rescue dogs from burning house
 - Firearms Training
 - Public Safety Open House preview
 - Road Construction report
 - Library Summerfest
 - First 50 Exhibition
 - College Hill Arts Festival preview
 - Sturgis Falls preview
 - Sturgis Falls new Gateway Park stage being built
 - Cedar Valley Pedal Fest 2019 preview
 - Sturgis Falls Gateway Park information
 - Sturgis Falls Overman Park information
 - Cedar Falls Fire ISO receives 3 rating: Special Report (released June 17, 2019)
 - Public Safety Officers using Compressed Air Foam system
 - College Hill Arts Festival coverage
 - Sturgis Falls Celebration coverage
 - Public Safety Open House coverage
- **Facilities**
 - Met with staff with Mediacom about the possibility of moving from standard definition to HD on the Mediacom cable system.

Geographical Information Systems (GIS)

- Projects:
 - Met with USGS staff to discuss potential locations for a stage only river gauge
 - Met with Public Works staff to discuss future options for vehicle tracking and garbage pickup software
 - Met with Fire Department staff to update maps for emergency response
 - Installed multiple mini-computers and tv's at new public safety building
 - Met with county and other municipal staff to discuss activities related to the Census Complete Count Committee

- Web & Database:
 - Updated a new post-disaster web application for tracking material and equipment used for Public Works
 - Updated sanitary sewer layer to reflect damage near the Park Drive lift station
 - Updated hydrant locations on UNI campus
 - Updated parking app for downtown changes
 - Updated flood buyout layer to add maintenance info for Parks
 - Converted parcels of Sands Addition to CAD for Engineering
 - Updated cemetery information from CIMS into SQL
 - Updated rental information from Firehouse into SQL
 - Updated building permits from LAMA into SQL

- Data Requests:
 - Provided engineering consultant with parcel data for downtown
 - Provided address list for public safety building open house

- Maps:
 - Provided updated map for ownership change within a proposed annexation area
 - Provided maps for Administration of contours in the North Cedar area
 - Provided 3 additional maps for downtown parking changes
 - Provided 12 laminated copies of 6 maps to Fire Department
 - Provided map of flood buyouts for Parks
 - Provided Fleet Farm Management with address documents for firearms permit
 - Provided 2019 aerial map for Planning
 - Provided map of potential flood gauge locations for Engineering

Training and Staff Activities

- Cable TV Staff Met with Sturgis Falls leaders to plan for coverage of the 2019 Sturgis Falls events from Overman Park and Gateway Park, as well as planning for Cedar Basin Music Festival concerts.
- Cable staff started planning the Fall of 2019 production calendar schedule of events for Channel 15 coverage and met with city staff to go over the plan.
- All staff attended phone training.
- GIS Analyst Attended statewide GIS and IT Conference in Des Moines

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

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

1. **Traffic Court:**

City Cases Filed: 93 (this number includes both City and State tickets)

Cases Set: 9

Trials Held: 3

2. **Code Enforcement:** Memo to Officers Rea and Moore re: new trial date; emails from/to Dave Sturch and prepare Motion to Dismiss parking lot citation; research service issues for hospitalized and missing person.

3. **Miscellaneous:** None.

REPORT FROM KEVIN ROGERS, CITY ATTORNEY

4. **PERSONNEL/HUMAN RESOURCES:**

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

5. **RISK MANAGEMENT/CLAIMS:**

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

6. **CONTRACTS/AGREEMENTS:**

- a) Review and Advise—EMC Risk Services TPA agreement
- b) Review and Advise—INRCOG CDBG administration agreement
- c) Draft Assumption and Assignment Agreement—C.V. Commercial 2, LLC

- d) Draft services agreement—City Laundry
- e) Review and Revise—MOU with Experience Waterloo

7. **MAYOR/CITY COUNCIL:**

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

9. **MISCELLANEOUS:**

- a) Attend Weekly Department Meetings
- b) Professional Reading-municipal and employment law resources
- c) Advise on new Iowa appellate court cases of interest to the City
- d) Advise on Open Records requests
- e) Attention to and advise on annexation
- f) Advise on Petersen Plaza use
- g) Advise on downtown parking ordinances
- h) Prosecute parking violation
- i) Continued drafting of Deeds for West 1st Street reconstruction project
- j) Continued work on small cell siting guidelines and application
- k) Advise on conflict of interest issues
- l) Continued work on Public Event ordinances
- m) Advise on uncooperative criminal witness
- n) Attention to FEMA Flood buyout program
- o) Work on monument mailbox ordinance
- p) Revise Administration Policy No. 10

REPORT FROM COLLEEN SOLE, PERSONNEL SPECIALIST:

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

- a) Risk Management Committee met June 19, 2019. Workers' Compensation injuries, liability claims, damage to City property, policies, and disciplines were reviewed.
- b) Risk Management Committee met June 6, to review and approve the City's Public Entity and Workers' Compensation insurance renewal, and approval of the City's new Third Party Administrator, EMC Risk Services, LLC; processed insurance renewal, and TPA Services Agreement for City Council approval.
- c) Review contracts for required insurance; working with legal counsel and conferring with Arthur J. Gallagher and contractor's agents.
- d) Special Events – review and approve insurance. Review and work with City Attorney and departments on Special Events process and requirements.
- e) Review and process outside legal counsel fees.
- f) Review and process claim fees and associated billing.
- g) Claims processing: worker's compensation, 411, liability, and property; work with contracted TPA Service, and work with outside legal counsel on litigation.
- h) Attend June 11, CVSHRM Meeting: Business Acumen.

11. Personnel

- a) Work with departments and legal counsel on disciplinary matters.
- b) Conducted interviews for personnel matter.
- c) Work with departments and legal counsel on various personnel issues.
- d) Review and process medical billing for pre and post-employment matters.
- e) Process FMLA leave and monitor non-FMLA leaves of absence.
- f) Annual Fire Physicals with MercyOne Occupational Health were completed.
- g) Provide new hire training for summer Recreational Staff.

12. Human Rights Commission (HRC):

- a) Attended Human Rights Commission Meeting June 12; provide staff support.
- b) Three cases being administratively closed. Work with citizens submissions to ICRC and mediate discrimination discussions with local entity.
- c) Process complaints, provide support to citizen's jurisdictional questions, and provide staff support to Commissioners.
- d) Attend Economic Inclusion Summit meeting.

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

Public Records Activity

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

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

City Council adopted six (6) ordinances and forty-two (42) resolutions during the month; staff drafted thirty-five (35) of these resolutions.

Issued the following:

- 6 Business Licenses
- 1 Sidewalk Café permit
- 60 Pet licenses
- 13 Annual "Paw Park" permits
- 9 Cemetery Interment Rights Certificate

Issued the following Parking Permits:

- 28 Monthly Lot
- 0 Annual Lot (prorated)
- 1 Annual Senior
- 0 Monthly Construction
- 7 Daily/Guest
- 4 Annual Dumpster

Processed (9) liquor licenses, (4) wine and (5) beer permits.

Processed (10) cigarette/tobacco/nicotine/vapor permits.

Recorded (5) documents with the County Recorder.

Satisfied (5) requests for public records and responded to (2) requests/concerns received thru the City's on-line Service Request feature.

Participated in discussions and review of proposed public event permit process.

The unemployment rates for the month of May 2019 were 2.3% for the Waterloo-Cedar Falls Metropolitan Area, 2.3% in Iowa, and 3.4% in the U.S.

Document Imaging completed

- 3 – Employee performance evaluations.
 - 3 – Police Field Training Officer logs.
 - 29 – Planning geographic/project files.
 - 47 – Miscellaneous boards, commissions & committees meeting materials.
 - 46 – City Council Resolutions (#21,507-#21,552).
 - 3 – City Council meeting files.
 - 4 – City publications/newsletters.
- Miscellaneous employee documents/personnel files.
Departmental Monthly Reports – May 2019.

Parking Activity**Enforcement**

- 781 – Parking citations issued.
- \$ 1,055.00 – Citations paid.

Collection Efforts

- \$ 2,103.00 – Collections from delinquent parking accounts.
- \$ 700.00 – Vehicle immobilizations (14 vehicles).

Continue to participate in parking technical committee meetings to discuss the implementation of the downtown parking study recommendations. Reviewed proposed ordinance amendments related to parking regulations and enforcement, and attended webinars and meetings regarding technology and equipment.

Attended stakeholder meeting with the downtown visioning consultant.

Participated in meetings to discuss private parking lot partnerships.

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

Library Activity

Usage Statistics	March 2019	April 2019	April 2018
Customer Count	18,281	17,531	16,625
Circulation	43,874	38,333	38,213
Ebooks, emagazines, and streamed videos	4,898	4,226	3,644
Downloaded music	1,681	1,621	1,703
Reference Service	2,246	2,110	2,234
Items Added	831	61,138	909
Event Attendance	2,115	2,785	2,063
Computer & Wi-fi Usage	3,319	3,294	3,926

Special events in May included the following:

- Retirement seminars by Mike Finley: How to make the most of Medicare benefits, starting at 65 and beyond, how to handle real estate and reduce your taxes during your retirement years, and pulling it all together to include the psychologically piece of retirement.
- Gardening classes, including What's New in Flowers for 2019, Composting 101 Workshop, and Seedling & Seed Swap.
- Writers of the Cedar Valley
- Star Wars Day activities
- Youth book clubs for 3rd-4th graders and for 5th-6th graders
- Senior Device Advice
- Showing of Academy Award-winning film *A Star Is Born*
- Board game Saturday with the Friendly Meeple
- Bicycling programs including a bike rodeo for children, Bike Anywhere and Everywhere, 10 Life Changing Reasons to Ride Your Bike, and Bike Independence: How to maintain and repair your bike.
- Take Back Your Space: Personal Organization Workshop
- Friends book discussion

Special events were funded by the Friends of the Cedar Falls Public Library.

The Friends book discussion group chose titles for the fall 2019-spring 2020 season.

Community Center: In addition to regular weekly events for seniors, such as ceramics, cards, billiards, functional fitness sessions, Senior Device Advice, and music, the Center also hosted rentals for bridge, stamp club, Entertainment at the Center, two birthday parties, CPR training, a city public information meeting, a graduation party, and a family reunion.

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

<i>Project</i>	<i>Description</i>	<i>Status</i>	<i>Budget</i>	<i>Contractor/ Developer</i>
W. 20th Street Bridge Replacement	Box Culvert	Final Out Remains	\$850,000	Engineering Division PCI
2019 Bridge Maintenance Project	Bridge Maintenance	Design	\$310,000	Engineering Division Foth
Campus Street Box Culvert	Box Culvert	Contracts	\$320,000	Engineering Division PCI
Walnut Street Box Culvert	Box Culvert	Contracts	\$750,000	Engineering Division TBD
Cedar Heights Drive Reconstruction	Street Repair	Design	\$6,000,000	Snyder
Cedar River Whitewater Recreation	Recreation	RFP for Consultant	\$50,000	Engineering Division
Downtown Levee Improvements	Flood Protection Raise Levee to 500 Year	Construction Underway	\$11,800,000	Engineering Division AECOM / IBC
Dry Run Creek Sanitary Sewer Phase II	Sanitary Sewer	Final Out Remains	\$3,800,000	Engineering Division SM Hentges
2019 Permeable Alley	Storm Water	Construction Underway	\$260,000	Engineering Division Bentons
Center Street Trail	Trails	Construction Underway	\$450,000	Engineering Division Cunningham Construction
2018 Street Construction	Street Repair	Punch List Remains	\$4,700,000	Engineering Division PCI
2019 Street Construction	Street Repair	Construction Underway	\$4,800,000	Engineering Division PCI
Greenhill Road Extension	New Street Construction	Final Out Remains	\$5,100,000	Engineering Division AECOM
Highway 58 Corridor Study	Study and Design Greenhill Road to HWY 20	Construction Underway	\$2,500,000	IDOT/AECOM Engineering Division
University Avenue - Phase I	Reconstruction	Final Out Remains	\$14,500,000	Engineering Division Foth Cunningham
University Avenue - Phase II	Reconstruction	Final Out Remains	\$13,632,000	Engineering Division Foth
University Avenue - Phase III	Reconstruction	Final Out Remains	\$3,500,000	Engineering Division Foth
W. 1st Street Reconstruction	Reconstruction	Final Design	\$6,500,000	Engineering Division Snyder & Associates

**ENGINEERING DIVISION
SUBDIVISION MONTHLY REPORT - June 2019**

<i>Project</i>	<i>Description</i>	<i>Status</i>	<i>Budget</i>	<i>Contractor/ Developer</i>
Autumn Ridge 8th Addition	New Subdivision	Acceptance of Improvements Remain	-----	BNKD Inc. Shoff Engineering
Gateway Business Park	New Subdivision	Construction Underway	-----	Shive Hattery Baker Construction
Greenhill Village Townhomes II	New Subdivision	Under Review	-----	CGA
McMahill Plat	New Subdivision	Final Out Remains	-----	Cedar Falls Schools Hall and Hall
Panther West II - 1st Addition	New Subdivision	Preliminary Plat	-----	CGA
Park Ridge Estates	New Subdivision	Construction Underway	-----	Brian Wingert CGA
Pheasant Hollow 7th Addition	New Subdivision	Preliminary Plat	-----	CGA
Prairie Winds 4th Addition	New Subdivision	Construction Underway	-----	Brian Wingert CGA
Prairie Winds 5th Addition	New Subdivision	Under Review	-----	Brian Wingert CGA
River Place Addition	New Subdivision	Construction Underway	-----	Kittrell/AECOM
Sands Addition	New Subdivision	Construction Underway	-----	Jim Sands/VJ
The Arbors Fourth Addition	New Subdivision	Under Review	-----	Skogman/CGA
Western Homes 9th Addition	New Subdivision	Construction Underway	-----	Claassen
Wild Horse 4th Addition	New Subdivision	Under Construction	-----	Skogman/CGA

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

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

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

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

City of Cedar Falls
 Community Development
 Inspection Services Division
 Monthly Report for: Jun-19

Total for Month \$10,146,483.00
 Total for Fiscal Year \$102,607,982.00
 Total Same Month - LAST YEAR \$10,997,829.00
 Total for Fiscal Year - LAST YEAR \$129,122,550.00

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Single Family New Construction	7	0	\$1,852,631.00	\$13,896.25	100	0	\$26,621,361.00	\$212,438.75
Multi-Family New Construction	1	0	\$6,000,000.00	\$30,542.75	9	0	\$6,820,000.00	\$37,028.25
Res Additions and Alterations	99	0	\$772,223.00	\$14,989.50	1000	0	\$9,975,066.00	\$174,304.95
Res Garages	11	0	\$154,732.00	\$2,742.50	62	0	\$853,258.00	\$14,975.00
Commercial/Industrial New Construction					12	0	\$33,915,400.00	\$173,673.50
Commercial/Industrial Additions and Alterations	15	0	\$1,075,297.00	\$9,264.65	120	0	\$23,814,701.00	\$154,984.16
Commercial/Industrial Garages	1	0	\$5,000.00	\$139.25	3	0	\$27,507.00	\$538.25
Churches	1	0	\$23,300.00	\$388.25	3	0	\$37,140.00	\$699.75
Institutional, Schools, Public, and Utility	2	0	\$263,300.00	\$2,062.55	12	0	\$543,549.00	\$3,503.00
Agricultural/Vacant								
Plan Review	11	0	\$0.00	\$24,281.77	98	0	\$0.00	\$216,496.45
Total	148	0	\$10,146,483.00	\$98,307.47	1419	0	\$102,607,982.00	\$988,642.06

ITEM 16.

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

Jun-19

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	59	0	\$0.00	\$5,469.90	751	0	\$0.00	\$81,466.90
Mechanical	109	0	\$0.00	\$9,070.00	905	0	\$0.00	\$86,542.50
Plumbing	79	0	\$0.00	\$6,012.00	857	0	\$0.00	\$79,214.50
Refrigeration	1	0	\$0.00	\$125.00	6	0	\$0.00	\$919.00
<i>Total</i>	248			\$20,676.90	2519			\$248,142.90

Contractor Registrations	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	1	0	\$0.00	\$150.00	10	0	\$0.00	\$1,050.00
Mechanical					9	0	\$0.00	\$900.00
Plumbing	1	0	\$0.00	\$150.00	7	0	\$0.00	\$900.00
Refrigeration								
<i>Total</i>	2			\$300.00	26			\$2,850.00

Building Totals	148	0	\$10,146,483.00	\$98,307.47	1419	0	\$102,607,982.00	\$988,642.06
Grand Total	398	0	\$10,146,483.00	\$119,284.37	3964	0	\$102,607,982.00	\$1,239,634.96

ITEM 16.

PLANNING & COMMUNITY SERVICES DIVISION
MONTHLY REPORT
 June 2019

MONTHLY MEETINGS:

Planning & Zoning Commission – A meeting was held on June 12th and June 26th. The following items were considered.

Applicant	Project	Request	Action Taken
Anthony Runyan	Cherrywood Acres Minor Plat	Review and continue discussion	Review and continue discussion at the June 26th P&Z Meeting
Anthony Runyan	Cherrywood Acres Minor Plat	Recommend approval	Approved
Western Home Communities	Western Home Communities Ninth Addition Final Plat	Recommend approval	Approved
The Terraces at West Glen, LLC	The Terraces at West Glen Preliminary Plat	Review and continue discussion	Review and continue discussion at the July 10th P&Z Meeting
Chrisbro III Inc.	Chrisbro Subdivision Preliminary Plat	Recommend approval	Approved

Group Rental Committee – Held regular meeting on June 18th, 2019.

Jordan Prihoda and Kaci Prihoda	1606 Merner Avenue	New rental for an occupancy of four (4) individuals aged 18 years or older per unit	Denied due to code violation of the site. More information is needed.
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Board of Rental Housing Appeals – Held regular meetings on June 3rd, 2019

Angela Stahle	2204 Tremont Street	Maintain existing rental occupancy to four (4) individuals aged 18 years or older at transfer	Approved for an occupancy of four (4) individuals aged 18 years or older subject to staff stipulations
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Board of Adjustment – Did not meet in June

Other Commissions, Board Meetings & Staff Liaison Responsibilities:

	Date	Notes/Actions
Historic Preservation Commission	6/11/19	Officially changed meeting time. Discussed ongoing projects.
Housing Commission	6/11/19	Housing rehab grant program, housing choice voucher status report, renewal of HOME agreement
Community Main Street Design Committee	6/21/19	Design reviews. Proposed Historical Society addition discussed.
Parking Committee	6/11/19 & 6/25/19	Reported on progress. Continued work on public outreach strategies and signage for time limits.
Bicycle and Pedestrian Advisory Committee	6/4/19	May bike month summary, Channel 15 commercial briefs, metro wide bike ordinance
Metropolitan Transportation Technical Committee	6/13/19	Draft TIP program, Koloni Bike Share presentation
MET Transit Board	6/27/19	Local capital plan, Cedar Valley Pridefest shuttle, General Manager evaluation
Wellness Committee	6/26/19	Compiled and distributed “grab and go” snacks.
North Cedar Neighborhood Association	6/10/19	Discussed the Center Street trail project, and applying for a grant for additional flood buyouts.
College Hill Partnership	6/10/19	Budget, officer reports, College Hill Farmers Market, College Hill Arts Festival.

ECONOMIC DEVELOPMENT:

- Met with businesses in the Industrial Park to discuss their business operations.
- Working with several companies on potential new building projects in the Cedar Falls Technology Park, West Viking Road Industrial Park, and the Northern Cedar Falls Industrial Park.
- Continued coordination with consultant on design work for the expansion of the West Viking Road Industrial Park.
- Continued coordination with consultant for the master plan of the city-owned Gibson properties.
- Drafted Agreement for Private Development for the River Place II project at the former Wells Fargo site on Main Street.
- City Council set the date of public hearing for the voluntary annexation application for property into the City of Cedar Falls.

- City Council approved an Agreement for Private Development with Owen 5, LLC for a new economic development project in the Northern Cedar Falls Industrial Park.
- City Council set the date of public hearing for an Agreement for Private Development with Tjaden Properties, LLC for a new economic development project in the West Viking Road Industrial Park.
- Attended SelectUSA Investment Summit in Washington DC.

PLANNING SERVICES:

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

Number of Rental Inquiries: 80

Types of Questions:

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

OTHER PROJECTS FOR APRIL INCLUDED:

- Postcards and final paving reminders were sent to the relevant landlords with paving deadlines in July 2019 and July 2020.
- Downtown Visioning & Zoning Code Update Project –Charrette week held (June 1-June 6)
- Conducted a neighborhood meeting with surrounding property owners of the NewAldaya development at the corner of W. 12th Street and Union Road.
- Expanded the MET bus service in downtown Cedar Falls for Thursday, Friday and Saturday nights from June to August.
- Two Historic Preservation Commission members appointed.
- Two rental conversion applications reviewed and approved.
- Contracts received and approved for Economic Development Grant and Façade Improvement Program
- Wild District Nomination submitted to SNRC for review.
- Application submitted to the State for another round of potential flood buy-outs.

CDBG

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

Programs:

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

Housing Rehabilitation Grants 2 Property under construction
5 Properties in pipeline
4 Property complete

Emergency Grants 5 Property in pipeline
4 Projects completed

A variety of technical requirements must be met for these programs to meet the grant, such as historical reviews, income verifications, etc.

HOUSING CHOICE VOUCHER PROGRAM

Waiting List	235	HAP Payments	\$ 96,062
New Applications Taken	0	Utility Payments	\$ 1,337
Units under Contract	217	Admin Fees Earned	\$ 16,536
Lease Up Rate	72%	Total Vouchers Available	326
Initial Vouchers Issued	10	Lease Up Goal	230
Mover Vouchers Issued	2		
New Admissions	6		

Citizen Contacts/Appointments: A total of 57 appointments were held and 194 citizen/client contacts were addressed.

- 21 Annual Recertification
- 11 Vouchers Issued
- 6 New Admissions
- 11 Interim Income changes
- 4 Port Out to Other Communities
- 4 Other

HQS Inspections: 9 Inspections were completed

End of Participation: 2 clients ended participation. (1 Moved / 1 Terminated)

Hearings: 0 hearings were conducted.

Other:

- 91 names have been taken off of the Waiting List in 2019.
- Staff attended the Regional Housing Agency Director Meeting on June 19, 2019.
- A summer intern from UNI, Jessica Birch, began working in the Housing office on June 27, 2019.

ADD A DOLLAR REPORT

There were 4 applications reviewed for utility assistance. A total of \$1,007 was provided, for an average of \$252 per household. There was a balance of \$5,301, as of June 30, 2019.

DEPARTMENT OF COMMUNITY DEVELOPMENT
WATER RECLAMATION / SEWER DIVISION
MONTHLY REPORT - JUNE 2019

PLANT OPERATIONS

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

Our permit requires disinfection of our effluent to occur from March 15th through November 15th. Sampling was completed in June with the geometric mean of the results being 8.3 MPN, well below the limit of 126.

Heavy rains created a large area of ground to slide down in the ravine along West Ridgewood. The movement pushed a sanitary manhole down the hill preventing water to flow through the manhole to a nearby lift station. An escape of several thousand gallons of untreated water escaped the collection system. The water settled into a low lying area and was absorbed into the ground, not making it to any 'Water of the State'.. Notice of the event was given by a resident in the area late June 6th. Repairs to the line were completed by 5:00 PM June 7th.

BIOSOLIDS

We were able to process 305,000 gallons through our belt filter press system for application later.

A total of 7.4 tons of gritty, inorganic solids were hauled to the landfill.

SEWER CALLS AND COLLECTION SYSTEM ISSUES

Staff processed 600 requests for utility locates in construction areas for the Iowa One Call system. Of those, 164 were pertinent and required a sewer line to be located.

We received three calls regarding sewer problems from residents, no issues were found with the city's sanitary sewer mains. There was one alarm call from a lift stations this month. No serious issues were found with this after-hours call.

A total of 7,739 feet (1.47 miles) of sanitary sewer lines were televised this month. This brings our annual total to just 2.95 miles. Our goal each year is to televise at least fifteen miles.

Crews were able to do clean 26,600 feet (5.0 miles) of sanitary sewer lines. This brings our annual total to 9.8 miles. Our annual goal is to clean at least forty miles.

PERSONNEL AND TRAINING

Our newest full time Maintenance Worker, Landon Parmer, began June 3rd and a returning seasonal employee started June 11th. Jan Mord will be helping out in many areas within the division.

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

PARK

- Performed routine cleanup duties at Paw Park.
- Performed routine restroom stocking and shelter cleanup duties.
- Performed routine playground inspections & repairs.
- Removed flood debris and sand from rec. trails.
- Finished cleaning up sand and flood debris at the Beach House.
- Installed docks at Island Park.
- Repaired sinking asphalt trail below Lookout Park.
- Hauled large boulders to Place to Play Park.
- Cleaned planting beds and bio-cells on city properties.
- Continued weeding and re-mulching planting beds on city property.
- Planted new plants at several city facilities and parks.
- Picked up down limbs on mowing routes.
- Routine mowing of city properties.
- Broom rec. trails.
- Continued working on new restroom at Place to Play Park.
- Repaired Kayak launch poles at Big Woods.
- Installed bench pad on Cottage Row Rd.
- Continuing to apply wood chips to playgrounds in parks.
- Power washed Shelters in Parks.
- Finished installing benches at Orchard park for pickle ball court.
- Seeded Greenhill pond levy.
- Installed wind screens at pickle ball court.
- Connected sidewalk and dirt work at Orchard Park.
- Delivered barrels, electric panels, picnic tables, and bleachers for Sturgis falls.
- Delivered tables and barrels for college hill arts festival
- Delivered mulch to aquatic center
- Installed construction fence at Peter Melendy Park
- Delivered Mulch to Sturgis Park.
- Assembled water fittings at Sturgis Park.
- Delivered 24 concrete bollards for Sturgis.

ARBORIST

- Ash tree removals. (37 total)
- Other tree removals. (9 total)
- Picking up down limbs around town for storm.
- Trimmed trees in ROW. (13)
- Watered planted trees in ROW.

CEMETERY STAFF

- Performed regular grave openings/closings and assistance with funerals. (7) total.
- Picked up down limbs and sticks.
- Detailed Cemeteries in Preparation for 4th of July weekend.
- Routine mowing and trimming
- Removed Memorial Day decorations.

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

FOR THE MONTH OF: June Year 2019

Interments:

Greenwood	<u>4</u>
Fairview	<u>4</u>
Hillside	

**Disinterment:
Spaces Sold:**

Greenwood	
Fairview	<u>1</u>
Hillside	

Services:

Cremations	<u>6</u>
Saturday	<u>1</u>
Less than 8 hrs. notice	
After 3:00p.m.	

Receipts:

Perpetual Care

Greenwood	
Fairview	<u>\$ 160.00</u>
Hillside	

Burial Permits \$ 3,850.00

Lot Sales \$ 640.00

Marker permits
Deed Transfers \$ -

Total Receipts:

\$4,650

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

RESIDENTIAL SOLID WASTE COLLECTION

The automated units collected a total of 620.11 tons of solid waste during the month of June. The 125 loads required 336.00 man-hours to complete, equating to 1.85 tons per man-hour. The automated units used 1,310.03 gallons of low sulfur diesel fuel during the month.

PARKS GARBAGE ROUTE

The automated park garbage truck collected a total of 2.80 tons of solid waste during the month. The 8 loads required 64.00 man-hours to complete, equating to 0.04 tons per man-hour. The automated unit used 66.81 gallons of low sulfur diesel fuel during the month.

CONTAINER ROUTE

The container route crew collected Nineteen (19) loads of refuse for the month. The containers totaled 31.58 tons and required 91.00 man-hours to complete. This operation yielded 0.35 tons per man-hour. The semi-automated collection totaled 16.42 tons and required 57.00 man-hours to complete. This operation yielded 0.29 tons per man-hour.

The total number of June container dumps was 671. Fifteen percent (15.65%) or 105 of these dumps, were for non-revenue bearing accounts.

The container route truck used 261.88 gallons of low sulfur diesel fuel during the month.

LARGE ITEM COLLECTION

Refuse personnel made 188 large item stops during the month and collected 19.71 tons. This required 63.00 man-hours to complete and equates to 0.31 tons per man-hour. Forty-three (43) Appliances, Five (5) Tire, and Nine (9) Televisions were collected this month.

RESIDENTIAL YARD WASTE COLLECTION

Refuse crews collected 199.85 tons of yard waste curbside this month. The 54 loads required 192.00 man-hours to complete, equating to 1.06 tons per man-hour.

There are currently 7,849 yard waste accounts throughout the city.

4,561 yard waste carts were picked up this month.

The Automated yard waste collection trucks used 541.90 gallons of low sulfur diesel fuel during the month.

TRANSFER STATION SOLID WASTE

The Transfer Station's trucks hauled 75 loads of solid waste to the Black Hawk County Landfill totaling 1,042.90 tons.

The Transfer Station accepted 352.28 tons of commercial and residential solid waste this month.

324 appliances, 174 tires, 130 television sets, and 33 computer monitors were received at the Transfer Station for the month.

Sixteen (16) Bag Tags were purchased this month.

The Transfer Station's trucks used a total of 633.48 gallons of low sulfur diesel fuel during the month.

TRANSFER STATION YARD WASTE

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

The Transfer Station accepted 3.95 tons of commercial and residential yard waste this month.

Refuse crews hauled 243.35 tons of yard waste to the Compost Facility this month.

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

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

Tin (Baled)	4.10 tons
Plastic (non-baled)	0.00 tons
Plastic (Baled)	16.47 tons
Cardboard (non-baled)	0.00 tons
Cardboard (Baled)	65.70 tons
Newspaper/Magazines (non-baled)	0.00 tons
Newspaper/Magazines (Baled)	32.67 tons
Phone Books	
Books/Flyers	
Office Paper	4.96 tons
Plastic Bags	0.97 tons
Styrofoam	0.62 tons
Other Items Recycled for the month	
Appliances	18.61 tons
E-Waste	6.85 tons
Glass	121.43 tons
Scrap Metal	31.32 tons
Shingles	15.90 tons
Tires	2.60 tons

Revenue generated by the Recycling Center for June was \$737.10.

UNI RECYCLING SUBSTATION

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

Plastics #1-7	3.45 tons
Cardboard	10.47 tons
Newspaper	4.86 tons
Tin	0.66 tons
Glass	2.90 tons
Plastic Bags	0.51 tons
Office Paper	1.86 tons
Styrofoam	0.27 tons
Total	24.98 tons

FAREWAY RECYCLING SUBSTATION

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

Plastic #1-7	7.37 tons
Cardboard	15.86 tons
Newspaper	6.70 tons
Tin	0.73 tons
Glass	3.20 tons
Total	33.86 tons

GREENHILL VILLAGE RECYCLING SUBSTATION

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

Plastic #1-7:	3.13 tons
Cardboard	18.30 tons
Newspaper	4.37 tons
Office Paper	0.53 tons
Plastic Bags	0.00 tons
Tin	1.29 tons
Glass	1.75 tons
Styrofoam	0.52 tons
Total	29.89 tons

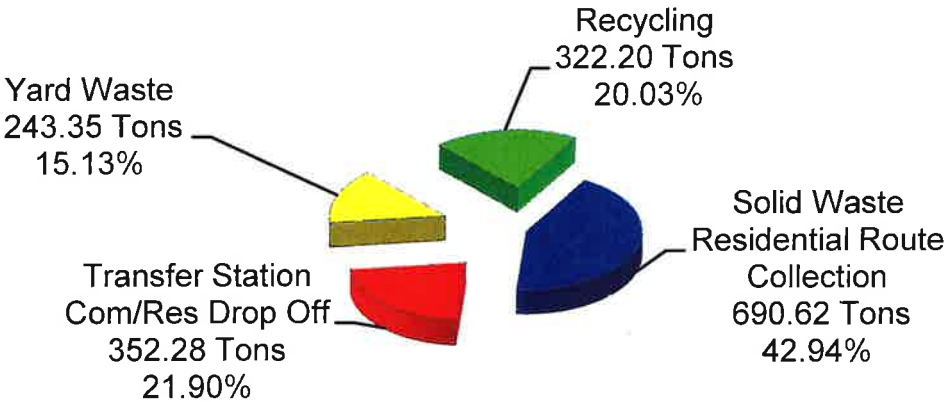
MONTHLY TOTALS

Municipal Solid Waste figures for the City of Cedar Falls:

The total waste collected by the City of Cedar Falls and hauled to the Black Hawk County Landfill, and to City Carton including Solid Waste, Yard Waste, and Recycling was 1,608.45 tons. The following pie chart is a representation of the Municipal Solid Waste figures for the month of June 2019 for the City of Cedar Falls.

June 2019

Total MSW Collected - 1,608.45 Tons



MISCELLANEOUS TASKS

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

Equipment was cleaned on a weekly basis.

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

COMPOST FACILITY

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

OUTSIDE SECTION ASSISTANCE

- Provided assistance in the fleet maintenance facility.
- Installed parking lot at Place to Play Park.
- Installed sidewalk at Place to Play Park.
- Assisted with solid waste and yard waste collection.
- Assisted with E.A.B. removal.
- Poured two patches at the visitor center around the new cooling pipes for Building Maintenance.
- Back filled dirt and straightened a pipe bollard at the Library book drop off.

CEDAR RIVER

- The river level was monitored and normal operational procedures for the dam gates were followed during fluctuating water levels.
- Placed appropriate signage out for minor flooding.
- Cleared drainage tile from debris due to high water on Cottage Road.
- Scanned Center St bridge pier for rebar and core drilled a hole thru the pier for Cedar River Safety cable fastener.
- Located materials to put up Cedar River safety cable.

STREET & ALLEY MAINTENANCE

- Streets were swept on a routine basis throughout the month
- Potholes were filled with asphalt hot mix or with the Dura-Patch spray patch machine.
- Alleys & road shoulders were graded as needed during the month.
- Continued annual crack routing & crack sealing activities.
- S. Union was maintained with road stone and millings.
- Shoulders were mowed as needed during the month.

SANITARY & STORM SEWER MAINTENANCE

- Repaired a damaged storm water intake on the golf course driveway.
- Cleaned catch basin lids of debris.
- Repaired a storm water intake at 7th and College St.
- Installed steel plate on a storm water intake on Hudson Rd in the construction closure near 12th St.

MISCELLANEOUS TASKS

- Hauled aerial lift to multiple locations for Cable TV Department.
- Hauled dirt/compost mix to 1500 Bluff St to dry storage.
- Cleaned multiple intersections and crosswalks in the downtown corridor where sweepers couldn't get.

SPECIAL EVENTS:

Traffic control materials were placed & retrieved for the following events

- Delivered fence & posts to Sturgis Park to accommodate various summer activities.
- Delivered traffic control to E 10th St. for Chiropractor Event.
- Delivered traffic control for Sturgis Falls.
- Delivered traffic control for Sturgis Falls 5K run.

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

- 91 traffic control signs were repaired.
- Made 4 labels for vehicle maintenance.
- Fabricated 5 signs for various applications.
- Traffic operations completed 17 One Call utility locates.
- Completed 21 minor repairs or upgrades to different signalized intersections.
- Traffic personnel assisted building maintenance with 4 minor tasks.
- Responded to 2 outdoor emergency siren trouble calls, repairs were made and tested for normal operation.
- Delivered building supplies and completed recycling task at city facilities.
- Traffic Operations responded to a signal in flash call at Prairie Pkwy and Greenhill road, repairs were made and returned to normal operation.
- A traffic signal pole was knocked down at 2nd and Main St, the pole was repaired and the signals were returned to normal operation.
- Traffic operations continued annual task of roadway and parking lot painting. This month all parking lots that needed painting were complete. Yellow long line painting was also started and is 75% complete.
- Traffic personal installed lights and motion sensors at the Place to Play bathroom shelter.
- Installed conduit and made electrical terminations for a street light near the boathouse.
- Completed Sturgis Falls preparations, and clean up.
- Re-routed conduit and made electrical terminations for the new automated gate at the 2200 complex.

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

The Fleet Maintenance Section processed 135 work orders during the month of June 5 of them were either sent out or done by staff from other sections.

1,214 transactions were recorded through the City's fuel dispensing sites. The Usage was as follows:

7,196.901 Gallons of Ethanol

8,779.158 Gallons of low sulfur diesel fuel

The total amount of fuel pumped for the month of June was 15,976.059 Gallons.

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

Street Section

200: Replaced wheel on saw trailer.

20161: Replaced trailer connector for lights.

20194: Replaced carburetor and fuel line fitting.

2047: Replaced tires on trailer.

232: Repaired leaking fuel filler neck.

240: Repaired leaking transmission filler neck.

245: Transmission fill tube repaired and box hoist pin bolted into place.

280: Replaced door handle and door window pane.

284: Replaced the coolant reservoir.

289: Replaced worn engine with new remanufactured one.

299: Replaced blown hydraulic line.

Refuse Section

301: Completed new vehicle setup on truck.

320: Replaced drive tires.

340: Adjusted gripper arms, charged a/c system and replace nox sensor.

341: Replaced rear brake shoes and drums.

342: Replaced a/c compressor, flushed a/c system and charged system.

345: Installed radio, AVL and yard waste monitor on new automated truck.

346: Replaced arm bearings and welded in new wear slides on gripper arm.

351: Replaced drive shaft carrier bearing.

370: Replaced starter, a/c compressor and a/c dryer.

382: New landing gear was installed and shortened to gain clearance.

Parks/Cemetery/Rec Section

- 2101: Replaced motor mount and right upper ball joint.
- 21107: Replaced deck, PTO and alternator belt and serviced unit.
- 2118: Replaced brake line for rear brakes.
- 2121M: Replaced PTO cartridge and solenoid.
- 2123M: Replaced brake cables and sharpened blades.
- 2128M: Replaced rear wheels and bearings and replaced broken valve cover bolts.
- 2182: Replaced fuel sender.
- 2367: Replaced electric clutch and deck wheels.

Fire Division

- FD501: Replaced evaporator temp switch, warranty repair.
- FD00: Installed new exhaust adaptors on six fire trucks for new building.

Police Division

- PD13: Replaced engine assembly.
- PD15: Replaced front and rear brakes.
- PD21: Replaced front and rear tires.
- PD22: Replaced front and rear tires.

Community Development

- 113: Installed new battery and checked charging system.
- 412: Cleaned evaporator core and replaced all of the brake pads and rotors.
- 414: Replaced starter.
- 492: Replaced suction tube.
- 503: Replaced purge valve on evap system.

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

AQUATIC CENTER

- Replaced bulbs and ballasts and emergency batteries in lighting.
- Replaced sensor on hand dryer in men's locker room.
- Delivered janitorial supplies.
- Repaired stool in men's locker room.

CITY HALL

- Completed cleaning inspections of facility.
- Completed pest control services.
- Completed recycling services.
- Replaced dirty HVAC filters.
- Tested emergency generator.
- Tested elevator fire operation.
- Replaced bad light ballasts.
- Replaced bad light bulbs.
- Adjusted thermostat settings as needed.
- Delivered janitorial supplies.
- Fire sprinkler system was inspected by contractor.
- Made modifications to entry door to prevent dragging.
- Replaced fan on heat pump unit for the Duke Young Rm.

COMMUNITY CENTER

- Completed cleaning inspections of facility.
- Completed pest control services.
- Replaced dirty HVAC filters.
- Replaced bad light bulbs and ballasts.
- Delivered janitorial supplies.
- Wooden floor was refinished by contractor.
- Repaired sink in kitchen.

FIRE DEPARTMENT

- Delivered janitorial supplies.
- Repaired stool valve.

HEARST CENTER

- Completed cleaning inspections of facility.
- Completed recycling services.
- Replaced dirty HVAC filters.
- Replaced bad light bulbs and ballasts.
- Delivered janitorial supplies.
- Removed salt containers and shovels.
- Contractor completed painting of the galleries.
- Display cabinet was removed from small gallery.
- Completed sidewalk safety inspection.
- Cleaned several chairs
- Three air conditioning units were installed.
- Door controller was installed for west entrance.

LIBRARY

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Tested elevator fire operation.
- Reviewed building automation systems to verify proper operation of systems. Adjusted temps for spring/summer settings.
- Replaced light bulbs.
- Replaced light ballasts.
- Replaced dirty HVAC filters.
- Completed sidewalk safety inspection.
- Removed chairs and old equipment and disposed of.
- Replaced shut off valve to stool on 1st floor.
- Troubleshoot door controllers after power outage. Reset power to controllers.
- Removed electronics for recycling.

PUBLIC SAFETY

- Installed 10 additional TV mounts
- Set up temporary handicap parking signs for open house event.
- Moved cabinets from Lone Tree Rd. and installed in bedrooms.
- Installed up three new cabinets in bedrooms.
- Set up restrooms and trash cans in building.
- Assembled and set up appliances.
- Delivered and set up tables and chairs for open house.
- Worked with Blackhawk Sprinkler to add test port that was removed during construction.
- Fire sprinkler system was inspected by contractor.

PUBLIC WORKS

- Completed cleaning inspections of facility.
- Completed recycling services.
- Repaired drinking fountain.
- Repaired urinal.
- Completed pest control services.
- Tested emergency generator.
- Replaced dirty HVAC filters.
- Reviewed building automation systems to verify proper operation of systems.
- Replaced bad light bulbs.
- Replaced bad light ballasts.
- Delivered janitorial supplies.
- Cleaned restrooms at 1500 Bluff and restocked supplies.
- Pheasant Ridge cooking vent air handler was
- Pheasant Ridge grease trap was cleaned out.
- Fire sprinkler system was inspected by contractor.
- Completed new contract for mat services.
- .

RECREATION CENTER

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Reviewed building automation systems to verify proper operation of systems and schedules.
- Replaced bad light bulbs and ballasts.
- Removed salt containers and shovels.
- Repaired interior door.

TRAFFIC OPERATIONS

- Assisted with signage repair and locates.
- Assisted with locates for Sturgis Falls.
- Pavement markings/Line stripping.
- Replaced pole and signals from knockdown at 2nd & Main.

VISITORS CENTER

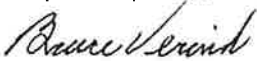
- Completed cleaning inspection of facility.
- Completed pest control services.
- Completed recycling services.
- Replaced bad light bulbs.
- Delivered janitorial supplies.
- Installed casters on conference room tables.

**RECREATION DIVISION
Monthly Report
June 2019**

- Rec Center
 - Fitness classes have gone well with no issues with 2673 patrons participating.
 - Programs offered at the Recreation Center continue to go well.
 - All wood floors at the Rec Center will be screened and sealed with a water based sealant the first week of July.
 - The new massage therapist who took over the contract with the pervious therapist is booking a number of new and repeat clients.
- Rental for season 4 of the Island Park Beach House have started on May 1st and will continue until October 15th. This past month rentals have been negatively impacted by water issues from either high river levels and standing water from rain. Due to issues we had with rentals the end of May staff is now enforcing a single set of rules for all Beach House users as opposed to giving NSBC liberties not given to the public.
- Summer camp at the three sites has gone well thus far with all sites filled for the summer.
- Consultants with RDG continue to work on the Recreation and Fitness Center study to evaluate what we offer, what others in the area offer, fees charge by all, and getting a survey ready for the public to fill out gather comments that will help guide us with any future expansions, remodeling, programing and other future needs for our facility.
- This year we once again have had problems getting staff hired for most summer jobs especially camps and sports programs. We have had people accept jobs and decide not to work for us but they do not tell us until they are MIA for staff meetings 4-8 days before the programs starts. Staff has worked with HR to get wages adjusted so we will be more competitive with others hiring part-time summer staff.
- Programs offered around town continue to go well with few problems
- We continued to help with events around Sturgis Falls. The bike ride started and ended at the Recreation Center on Saturday with over 125 riders. Saturday night the Falls hosted the fee swim party with over 1,900 swimmers attending the Sturgis Free swim night from 6-9:00 PM. Then the Sturgis Falls run started and ended at the Rec on Sunday morning and had 584 runners.
- Work continues daily to groom and prepare our ball fields for play.
- The Recreation Center has once again been selling consignment ticket to area tourist attractions like Lost Island, Six Flags Great America, Blank Zoo and other summer destinations.
- Falls Aquatic Center and Indoor pools
 - In June of the 30 days, weather forced an early closing on ten of the day and one day we could not open it was so cool. Then school getting out for the summer on June 6 due to all the snow days have not helped our attendance for open Recreational swimming.
 - Then the temperatures are in the 80's or higher we continue to have great crowds. For the month for Open Rec Swim we had 27,911 patrons.
 - Staff has been scheduling private swimming parties at both Homes and the Falls
 - Swim lessons started June 10th thru the 21st with the second session running June 24th thru July 9th at the Falls and Holmes swimming pools.
 - Staff is busy preparing for the 4-day swim meet to be held at the Falls July 1 -14th. During the swim meet the zero depth and lazy river will remain open to the public for Rec Swim.
 - Attendance for water-walking in the lazy river, with or against the current, is at an all-time high with as many as 50 plus patrons showing up weekdays from 11:00 to Noon.

Attached is a list of programs that met in June and the number of contacts we had with the public.

Respectfully submitted,



Bruce Verink
Recreation Division Manager

Recreation and Community Center Usage For June 2019

ITEM 16.

Members using the Facility	9,123	Massages	
Non-Members using the Facility	329	Racquetball/Wallyball Hrs.	43
Child Care	135	Meetings/Tours/Rental	1,459
Aerobics	1,082	Before and After Care	406
Circuit Weight Training	69	Sturgis Run	584
Personal Training	214	Sturgis Ride	120
Sports Yoga	857	Steam Room	602
Cardio Cycling	561	Birthday Parties	20
Rock On	71	Tot Lot	204
Zumba	33	Pickleball	108
		Karate	152
		TOTAL	16,205

Recreation and Community Center Revenues

Resident Memberships Sold		Punch Cards	
12 th Grade & Under	4	12 th Grade & Under	1
Adult	27	Adult	4
Senior Citizen	5	Senior Citizen	3
Family Pass	31	Child Care	4
Corporate Family	0	Racquetball	0
Corporate Individual	3		
4-Month	18		

Credit Card Usage	\$88,885.05	Leisure Link Registration	\$6,350.00
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Daily Fees

Admission	\$2,556.00	Racquetball	\$2.00
Child Care	\$47.50	Amusement Park Ticket Sales	\$1,765.00

Swimming Pool Passes (Summer)

Family	1,062	Youth & Senior	164
Adult	60	Lap Swim	15
Child Care Provider	99		

Youth Programs

Tot Lot	204	Coach Pitch Baseball	420
Camp C.F. - CH	480	Coach Pitch Softball	216
Camp C.F. - Hansen	600	Before & After	406
Camp C.F. - Aldrich	465	Tennis	1,350
Baseball		Track	1,240
5 Yr. olds	174	Learn To Swim	
Kindergarten	240	Indoor	2,763
1 st & 2 nd	162	Outdoor	1,692
3 rd , 4 th & 5 th	162	Swim Clubs	2,235
Wrecking Crew		Sturgis Falls Pool Party	1,900
3 rd & 4 th	444	Pool Parties	2,781
5 ^h & 6 th	168	Pool Staff - In Service	246
Softball			
Kindergarten & 1 st	174		
2 nd - 3 rd	72		
4 th - 6 th	110		
Wrecking Crew 3rd & 4th Grade	180		

Adult Programs

Softball Leagues	3,000	Aqua Trim	87
Pickleball	108	Water Walking	396
		Scuba	19

Recreational & Lap Swim

Outdoor	27,911	Indoor	813
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Rentals

Pool Parties	10	Shelters	175
Beach House	11	Gateway Celebration Shelter	19
Ball Fields - Scheduled Usage	143	Recreation Center	5

CEDAR FALLS RECREATION DIVISION

June 2019

YOUTH SPORTS & ACTIVITIES

TOT LOT/PLAY LOT WEEKLY

June 10-13	5
June 17-20	8
June 24-27	11
TOTAL	24

TOT LOT/PLAY LOT 6 WEEK

June 10-July 25	8
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TOTAL TOT/PLAY LOT	32
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CAMP CEDAR FALLS - Aldrich

June 10-14	8
June 17-21	8
June 21-28	8
All Summer	23
TOTAL	47

CAMP CEDAR FALLS - Cedar Heights

June 10-14	3
June 17-21	3
June 24-28	3
All Summer	29
TOTAL	38

CAMP CEDAR FALLS - Hansen

June 10-14	0
June 17-21	0
June 24-28	0
All Summer	40
TOTAL	40

BEFORE AND AFTER CARE

June 10-14	7
June 17-21	10
June 24-28	7
All Summer	19
TOTAL	43

TENNIS - June 11-July 19

UNI

Beginner M/W 9:00 am - 10:00 am	24
Beginner M/W 10:00 am - 11:00 am	29
Intermediate M/W 11:00 am - 12:00 pm	30
Beginner T/Th 9:00 am-10:00 am	19
Beginner T/Th 10:00 am-11:00 am	29
Intermediate T/Th 11:00 am - 12:00 pm	19
TOTAL	150

T-BALL

5 Yr. Old Co-Ed 9:00 am	29
Kgn. Boys 10:00 am	40
TOTAL	69

SOFTBALL CAMP

2nd-3rd Grade 10:00 am	12
4th, 5th & 6th Grade 12:30 pm	22
TOTAL	34

BASEBALL CAMP

1st-2nd Grade 9:00 am	29
3rd-5th Grade	20
TOTAL	49

TRACK

3rd-4th Grade	16
5th-6th Grade	24
TOTAL	40

TOTAL YOUTH SPORTS & ACTIVITIES	574
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YOUTH SWIM PROGRAM

Session I - June 10-21

The Falls Aquatic Center

Group 3 8:35-9:20 am	12
Group 3 9:25-10:10 am	12
Group 3 10:15-11:00 am	12
Group 4 8:35-9:20 am	8
Group 4 9:25-10:10 am	11
Group 4 10:15-11:00 am	12
Group 5 8:35-9:20 am	9
Group 5 9:25-10:10 am	10
Group 5 10:15-11:00 am	12
Group 6 9:25-10:10 am	12
Group 6 10:15-11:00 am	12
Group 8 9:25-10:10 am	6
Group 9 10:15-11:00 am	10
TOTAL	138

Holmes Pool

Group 3 8:45-9:30 am	9
Group 3 9:35-10:10 am	9
Group 3 10:35-11:20 am	8
Group 3 11:25-12:10 am	8
Group 3 4:40-5:25 pm	8
Group 3 5:30-6:15 pm	6
Group 4 8:45-9:30 am	11
Group 4 9:35-10:20 am	10
Group 4 10:35-11:20 am	11
Group 4 11:25-12:10 am	7
Group 4 4:40-5:25 pm	11
Group 5 9:35-10:20 am	11
Group 5 10:35-11:20 am	9
Group 5 11:25-12:00 am	5
Group 5 5:30-6:15 pm	11
Group 6 8:45-9:30 am	11
Group 6 9:35-10:20 am	3
Group 6 10:35-11:20 am	10
Group 6 11:25-12:10 am	4
Group 6 5:30-6:15 pm	11
Group 7 8:45-9:30 am	13
Group 7 4:40-5:25 pm	9
Group 8 4:40-5:25 pm	8
Adapted Aquatics 5:30-6:15 pm	0
TOTAL	203

TOTAL YOUTH SWIM-Session I	341
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Session II - June 24-July 9

Falls Aquatic Center

Group 3 8:35-9:20 am	12
Group 3 9:25-10:10 am	24
Group 3 10:15-11:00 am	13
Group 4 8:35-9:20 am	15
Group 4 9:25-10:10 am	11
Group 4 10:15-11:00 am	12
Group 5 8:25-9:20 am	11
Group 5 9:25-10:10 am	12
Group 5 10:15-11:00 am	12
Group 6 9:25-10:10 am	12
Group 6 10:15-11:00 am	12
Group 7 10:15-11:00 am	12
Older Beginners 8:35-9:20 am	4
Beginning Diving 8:35-9:20 am	4
Beginning Diving 10:15-11:00 am	10
Intermediate Diving 9:25-10:10 am	3

TOTAL 179

Holmes Pool

Group 3 8:45-9:30 am	8
Group 3 9:35-10:20 am	8
Group 3 10:35-11:20 am	7
Group 3 11:25-12:10 am	8
Group 3 4:40-5:25 pm	8
Group 3 5:30-6:15 pm	8
Group 4 8:45-9:30 am	10
Group 4 9:35-10:20 am	12
Group 4 11:25-12:10 am	12
Group 4 4:40-5:25 pm	11
Group 4 5:30-6:15 pm	12
Group 5 8:45-9:30 am	6
Group 5 10:35-11:20 am	10
Group 5 11:25-12:10 am	11
Group 5 4:40-5:25 pm	12
Group 5 5:30-6:15 pm	9
Group 6 9:35-10:20 am	6
Group 6 10:35-11:20 am	1
Group 6 11:25-12:00 am	6
Group 6 4:40-5:25 pm	12
Group 7 9:35-10:20 am	5
Group 7 10:35-11:20 am	6
Group 7 5:30-6:15 pm	4
Group 8 8:45-9:30 am	4

TOTAL 196

TOTAL YOUTH SWIM-Session II 375

ADULT WATER EXERCISE

Stretching Aqua Trim	
6/10-6/21/18	13
6/24-7/9/18	11
TOTAL ADULT WATER EXERCISE	24

ADULT EXERCISE

Circuit Weight	
TTH 4:30-5:20 pm	13
TOTAL	13

Rock On Monthly

MWF 5:15-6:15 am	9
TOTAL	9

TOTAL ADULT EXERCISE 22

CEDAR FALLS TOURISM & VISITORS BUREAU
Monthly Report
June 2019



ITEM 16.



Projects:

- We staffed a welcome table at 11 UNI Orientation Sessions.
- I met with Mike Tyer and Tavis Hall to discuss creative direction for 2020 visitor guide. We began meeting with selected partners to set up sponsored content pages and I managed creation of a memorandum of understanding outlining the project.
- Planned and managed the children's parade for the Sturgis Falls Celebration.
- Sponsored a hole for the Iowa Society of Association Executives Golf Outing.
- Worked on bids for five conferences.
- Managed promotion for Cedar Valley Pedal Fest including interviews, press releases, radio ads, and social media.
- Tourism and Visitors Bureau Board approved a \$5,000 grant to the Bluegrass Music Association of Iowa for a Thanksgiving Weekend Festival to take place at the Cedar Falls Hilton Garden in November 29-30, 2019. 300 people are expected to attend for two days, creating a direct spending impact of \$47,787. They also approved a grant of \$150 to promote the Cedar Valley Chamber Music Festival taking place July 14, 17 and 21. 100 are anticipated from outside of Black Hawk County creating a direct spending impact of \$5,541.
- Becky Wagner and I attended 8 Over 80 Luncheon to honor our nominated volunteer, Joy Thiel.
- Met with Kate Wyatt and Amanda Lynch to accept a surprise donation of \$5,000 to the Cedar Trails Partnership from the Black Hawk Gaming Association.
- Hosted six rentals at the Visitor Center, bringing in \$1,338 in revenue. Rentals for the fiscal year brought in \$7,678.
- Gift shop sales for the year amounted to \$6,033.

Highlights from Becky Wagner:

- Attended Iowa Group Tour Association guide training.
- Updated Fun Things brochure.
- Wrapped up FY19 billing to partners.
- Prepared bills and payroll.

Highlights from Linda Maughan:

- Wrote blogs about Independence Day Fireworks and Festivals in June.
- Boosted Festivals in June and Pedal Fest posts resulting in a reach of 15,000 unique users.
- Provided advice to Iowa Shrine Bowl for social media tactics.
- Created on-line form for Tourism Marketing and Development grants.
- Received 659 leads from Travel Iowa. Experience Waterloo managed leads during FY19. We will take this over in FY20. Sent RFP's for this service.
- Hosted travel writer Cadry Nelson, to write about vegan dining options and College Hill Arts Festival. This arrangement will result in one blog post with five or more photographs, and posts on a variety of social media platforms.
- Monitored and created posts for Facebook, Twitter, Instagram, and Pinterest.
- Provided daily updates to CedarFallsTourism.org.

Highlights from Deb Lewis:

- Tabulated statistics for monthly report.
- Managed trails promotion through social media and websites.
- Assisted organizers for a PIGS bicycling group visit in August. 60 people are expected.

Highlights from Bonita Cunningham:

- Continued research of events and management of on-line calendar of events.
- Researched events and other content and published Hospitality Highlights newsletter x4.
- Finished Bids and Projects Excel database and calendar for partners.
- Updated relocation package information

Meetings/Events:

- Assisted with Imagine Downtown session
- Cedar Valley Arts Initiative
- Hospitality Partners
- Cedar River Recreation committee
- Sturgis Falls Celebration board
- Grow Cedar Valley affiliate management
- Community Main Street Board
- Cedar Valley Sports Commission board
- Cedar Trails Partnership board
- Iowa Department of Transportation Tourist Oriented Signage committee
- Experience Waterloo board
- KWWL News at Noon interview
- Fondo committee
- Ashley Cash and Tami Tofte, general manager and assistant manager for Hampton Inn
- Hearst Visioning committee
- Lori King re: Bluegrass Festival
- Public Art committee
- Friends of the Hearst Center board
- Art and Culture board
- Public Safety building opening
- Telephone training
- Community Development staff x2
- TVB staff x4
- MOP staff x1

Other events we assisted with:

- Scholastic Trap Shoot at Cedar Falls Gun Club – 2,700 participated and 6,750 spectated
- Moonlight Classic Soccer tournament at Cedar Valley Soccer Complex – 5,000 were anticipated
- Communication for All Conference at Candea – 75 were anticipated, 50 from out of county
- College Hill Arts Festival – 17,000 were anticipated
- Full Count Baseball USSSA State Warm-Up at Hoing-Rice – 1,200 were anticipated
- Sturgis Falls Celebration – 100,000 were anticipated
- Cedar Basin Music Festival – 20,000 were anticipated

Respectfully Submitted,



Kim Manning, Visitors, Tourism and Cultural Programs Manager

Monthly Activity Report for Cedar Falls Tourism & Visitors Division

July	August	September	October	November	December	January	February	March	April	May	June	Totals
INCOMING CONTACT BY												
964	1,363	963	868	532	512	502	436	948	949	2,094	1,656	11,787
1,411	1,635	1,088	988	766	528	606	425	953	1,085	2,509	1,982	13,976
58	44	25	26	25	65	42	27	33	36	41	43	465
0	0	0	0	0	0	0	0	0	0	0	0	0
143	118	114	118	86	77	122	115	147	151	171	169	1,531
HOW HEARD ABOUT US - If offered												
0	0	5	1	3	0	3	0	0	0	4	19	35
0	2	20	0	2	0	0	0	2	1	3	4	34
0	4	14	12	2	3	3	5	5	2	16	5	71
0	0	0	2	0	0	0	0	0	0	0	1	3
4	0	1	1	0	0	2	0	0	0	0	0	8
SERVICES PROVIDED												
62	188	96	128	47	63	71	82	223	142	697	405	2,204
229	191	175	228	181	139	209	151	189	211	291	224	2,418
1	12	0	2	2	0	5	2	1	4	9	2	54
2	1	0	2	0	0	2	6	0	6	3	2	24
1	1	11	2	2	15	3	25	22	10	5	7	104
0	0	0	1	0	0	0	0	2	0	0	0	3
0	0	0	0	0	0	0	2	1	3	0	0	6
100	118	96	55	4	9	14	1	66	107	70	121	761
0	11	5	2	10	39	7	4	10	22	12	3	125
655	756	664	484	254	296	194	164	427	488	554	710	5,646
ADVERTISING LEADS												
572	483	415	331	337	279	2,988	920	768	691	700	659	9,143
1	1	2	0	0	0	0	0	0	0	0	0	4
4	0	0	0	100	160	1	0	0	0	40	70	375
117	24	25	15	0	8	0	0	0	0	0	0	189
4	9	4	0	0	14	6	3	16	7	4	13	80
BROCHURE DISTRIBUTION												
1,364	1,252	1,040	1,236	861	598	12,091	1,180	3,988	1,145	1,791	1,531	28,077
27	27	17	11	7	33	22	20	28	25	41	31	289
312	467	380	410	410	60	3,434	212	2,484	223	321	482	9,195
240	120	175	120	0	0	5,635	0	675	150	375	45	7,535
30	7	7	2	7	14	5	20	17	15	20	13	156
57	114	15	347	0	30	0	0	0	40	290	218	1,111
321	388	73	179	83	43	124	102	1,173	432	207	375	3,480
WEBSITE TRAFFIC												
9,469	7,844	7,077	10,612	7,731	9,552	6,519	6,341	6,229	8,459	7,998	8,790	98,621
10,074	7,809	6,880	8,907	5,646	7,026	5,409	5,227	8,715	7,926	8,289	11,339	93,247
11,650	9,315	8,628	13,109	9,476	11,833	7,724	7,503	9,879	10,185	9,673	10,721	119,696
12,533	9,504	8,410	10,684	6,837	8,573	6,430	6,189	10,504	9,362	10,182	14,116	113,324
Upcoming Event	Upcoming Event	Upcoming Event	Upcoming Event	Upcoming Event	Upcoming Event	Upcoming Event	Upcoming Event	Upcoming Event	Upcoming Event	Upcoming Event	Upcoming Event	Upcoming Event
Google	Google	Google	Google	Google	Google	Google	Google	Google	Google	Google	Google	Google
Facebook.com	Facebook.com	Facebook.com	Facebook.com	Facebook.com	Facebook.com	Facebook.com	Facebook.com	Facebook.com	Facebook.com	Facebook.com	Facebook.com	Facebook.com
NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
390	414	417	418	426	426	427	450	450	423	432	457	4,788
148	156	160	168	168	179	182	179	173	182	185	191	1,918
543	550	548	551	510	490	490	408	400	427	430	478	4,788
SOCIAL MEDIA FOLLOWERS												
8,577	8,608	8,614	8,619	8,641	8,651	8,651	8,654	8,658	8,674	8,713	8,732	103,792
1,000	1,012	1,029	1,062	1,066	1,084	1,131	1,162	1,198	1,230	1,275	1,297	13,546
3,657	3,616	3,639	3,661	3,648	3,656	3,673	3,700	3,719	3,711	3,720	3,734	44,134
504	505	506	497	493	492	499	499	502	506	507	511	6,021
27	21	21	22	22	22	22	22	22	22	22	22	179
VOLUNTEER INVOLVEMENT												
129	138	146	116	143	126	206	148	332	116	212	284	2,096
152	72	6	10	4	4	0	4	0	0	106	180	536
98	105	100	82	93	93	72	61	96	72	109	120	1,098
29	4	4	4	63	0	3	53	61	0	4	34	258

**CEDAR FALLS
CULTURAL PROGRAMS**
Monthly Report | June 2019



PUBLIC EVENTS/PROGRAMS @ The Hearst

- June 6: Dazzle Hour in conjunction with *J. Murray: Color Poem Collages*
- June 13: Peter Mayer Concert
- June 20: Exhibition reception and artist talk with J. Murray
- June 15: Ruth Suckow Memorial Assoc. Annual Meeting
- June 15: One-woman play: *Just Suppose*
- June 27: Film screening of locally directed film *RUN*

HIGHLIGHTS from Heather Skeens, Cultural Programs Supervisor:

- Wrote and submitted final grant narrative to CFCF for conservation needs.
- Worked with CMS as judge for ARTapalooza entrant proposals.
- Attended reception for Hartman Visiting Artist as partner organization.
- Worked with volunteer designer on brochure for PedalFest Grant Architecture ride.
- Sourced one new Public Art Committee member to fill vacant seat.
- Discussed national grant opportunity with Sarah Paul (UNI) and potential partnership.
- Attended Dazzle Hour at the Hearst in conjunction with J. Murray's exhibition.
- Worked with Abby on upcoming marketing plan for fall events.
- Met with community member and Emily Drennan to discuss loan of work by Teddi Finegan for upcoming exhibition.
- Worked with PAC sub-committee to review and update operating procedures (for review at August ACB meeting).
- Met with Stephanie Sheets, CMS and PAC Chair to discuss upcoming PAC projects.
- Represented Hearst/Cultural Programs by attending play/annual meeting of Ruth Suckow Memorial Society at Hearst.
- Worked with community member to program a public lecture and experiment with camera obscura in conjunction with upcoming exhibition.
- Worked with Kelly Stern and Angie Hickok to develop "class checkout" passes for selected youth and adult ed opportunities at the Hearst, to launch this fall.
- Worked with Hearst Intern Susie Pratt on various projects related to the Building Visioning Committee meeting prep/notes, and grant research.
- Visited CSPA, Iowa Ceramics Center and the Cherry Building in Cedar Rapids to research collective studio space and ceramics spaces.
- Coordinated volunteer for creation of an ART CART for use at ARTapalooza.
- Attended the first annual Iowa Art Education Summit in Des Moines.
- Attended public reception for Jimmy Murray at the Hearst Center.
- Created exhibition plan/calendar with Emily Drennan for upcoming 1.5-2 years.
- Met with Bettina Fabos and Noah Doely to work on collaborative project in conjunction with upcoming exhibition.

- Toured CFPL makers space with library staff to discuss differences between makers' spaces and fine arts studios.
- Attended city phone training.
- Worked with Kim Armstrong to complete garden/landscaping needs for FY19.
- Worked with Matt Buck to establish schedule for repairs needed by end of FY19.
- Prepared for/attended last Building Visioning Committee meeting.
- Reviewed/amended agendas and meeting minutes for Friends, Art and Culture Board and Public Art Committee meetings.
- Attended/presented at Public Art Committee (out ill for Friends and ACB)
- Worked with Senior Services Coordinator to approve bills, dailies, timesheets, etc.
- Led weekly staff meetings.
- Sent one "board bites" email and one short notice email for board and committee members, council and directors.

HIGHLIGHTS from Lea Stewart, Senior Services Coordinator:

- Ran registration reports for Education coordinator and other staff
- Printed, prepared and mailed Friends membership renewal letters and thank you letters
- Set up rooms for public programs
- Estimated future postage needs and prepared mailing lists for marketing products.
- Helped check in, register, and change registrations for summer campers
- Assisted instructors with finding things or information for classes and students
- Went to training for new phone.
- Worked on reconciling public art financials across accounts and various reports.
- Helped show, book and set up for rentals when Sheri was out of the office.
- Purchased and maintained stock of office supplies.
- Processed weekly deposits for the Hearst front desk and Friends group checks.
- Handled gift shop transactions and answered customer questions about merchandise.
- Answered questions on the phone and in person about upcoming events & classes.
- Greeted visitors and gave directions to other area attractions.
- Entered council bills, P-card transactions and payroll.
- Processed vendor payments and reimbursement requests.
- Generated invoices and processed payments for North Star.
- Generated reports from AS-400 for staff members as requested.
- Recorded Friends donations and membership dues in Past Perfect.
- Updated the past year comparison report of Friends Memberships.
- Updated the financial report for the Public Art Committee meeting.
- Completed program registrations both in person and over the phone for classes.
- Entered rental contracts into MaxGalaxy and processed payments.
- Made weekly reports on the status of membership and class enrollment.

HIGHLIGHTS from Emily Drennan, Curator and Registrar:

- Work with the Marketing Assistant to plan for materials related to upcoming exhibitions including *The Mask of Lincoln*, *Parables in Clay*, *Weavings in Wool*, *Clayton Fowler*, and *Formal/Informal*.

- Work with exhibiting artists to develop promotional materials; photograph works of art.
- Continue development of upcoming exhibitions; correspond with exhibitors, lenders, and other institutions.
- Attend phone training at Public Works Complex.
- Arrange for shipping for upcoming exhibitions.
- Prepare for and attend a public reception and gallery talk for *J. Murray: Color Poem Collages 2000-2018*. Work with the artist on accommodations and details.
- Prepare minutes for the Cedar Falls Public Art Committee (CFPAC) and release for distribution and public posting.
- Attend meeting of the CFPAC and serve as staff secretary.
- Draft a new page for the Hearst website regarding exhibition and donation proposals.
- Arrange for and attend deinstallation of *TILT SHIFT*.
- Visit the Co-Lab space at the CFPL and prepare for Visioning Committee meeting.
- Arrange for deinstallation of *Amongst*.
- Meet with collection artists and updates permanent records.
- Meet with Lenore Metrick-Chen and Heather to discuss a possible show opportunity.
- Arrange for annual sculpture cleaning.
- Research for upcoming exhibitions.
- Site visit to Iowa Ceramics Studio and Legion Arts with members of the Building Visioning Committee.
- Maintain clean walls and functioning track lights during public hours of exhibitions.
- Work with the Heather on current and upcoming projects and related events.
- Attend weekly staff meetings.
-



HIGHLIGHTS from Sheri Huber-Otting, Programs Coordinator:

- Coordinated set-up and break down for: Dazzle Hour
- Coordinated with musician Peter Mayer for all needs related to event
- Worked with UNI to manage sound levels in Mae Latta for Mayer concert, and for live recording of event by KUNI.

- Coordinated food and drink, set up and break down, for Jimmy Murray reception.
- Ruth Suckow Annual Meeting: coordinated rental, luncheon, and performance.
- Scheduled Film Screening of the movie "Run"
- Attended and led Hearst Photo Club Meeting
- Attended Movies Under the Moon and coordinated volunteers.
- June 24th, Attended off-site Pedal Fest Meeting
- Set up for meetings, receptions, and events, including five rentals.
- Wrote up 5 upcoming rental contracts.
- Wrote up 3 agreements for upcoming programs.
- Had 7 volunteers help out for a total of 20.5 hours in June.
- Reviewed materials for upcoming events in July and beyond.
- Attended weekly staff meetings.
- June 24th, attended inclusion training at the Hearst.
- Worked more on fall and winter brochure events.
- Worked with partners on the Passport to the Arts initiative.
- Worked on the Hearst August Birthday Celebration.
- Worked on the pamphlet for the Pedal Fest Ride in July.

HIGHLIGHTS from Angie Hickok, Education Coordinator:

- Coordinated activities & attended outreach at College Hill Arts Festival- 2 Days
- Coordinated activities & attended outreach at Sturgis Falls- 2 Days
- Coordinated instructors for two birthday parties.
- Supervised/coordinated two individual week-long summer camps.
- Attended Art & Culture Board meeting and prepared agenda, materials and minutes.
- Attended LitCon meeting at the CFPL.
- Attended weekly staff meetings.
- Communicated the need for availability for summer to schedule open shifts, outreach events and upcoming instructor staff meeting dates/times.
- Scheduled staff to classes, workshops etc.
- Supervised the organization of and supply of materials of classrooms by Ed Assistant
- Supervised and delegated duties to Ed Assistant: ordering supplies, organizing classrooms, leading classes, and scheduling outreach CAFÉ programs.
- Supervised and delegated duties to Ceramic Lab Tech: ordering supplies, organizing ceramic lab, leading classes, and scheduling, professional development.
- Offered outreach program through C.A.F.E. at Western Home.
- Hired one new instructor, Elisheba Reed.
- Coordinated visiting artists for Art around the World Camp.
- Scheduled instructors for two North Star workshops
- Led some sessions of camps, lesson planned, etc.
- Attended and offered inclusivity training to instructors and other Hearst staff with Together We Play.
- Finished education content for fall brochure: contacted adult and youth instructors on availability, checked date, times etc.

- Coordinated with Molly Kahler to provide face painting at Sturgis Falls June 29 & 30. Also put together a donation for the coloring contest winner.
- Coordinated with Doug Johnson to provide art activities at College Hill Arts Festival.
- Offered a two-day workshop- Art Detectives- helped plan lessons and activities.
- Partnered with Green Iowa AmeriCorps for our summer camps- they provide activities- also hosted trip to UNI prairie.

HIGHLIGHTS from Abby Haigh, Marketing Assistant

- Worked with graphic designer on projects: *The Mask of Lincoln* postcard, *Travis Gingerich: Parables in Clay* postcard, Friends of the Hearst postcard, *Run* flyer, Peter Mayor poster, Party on the Patio poster and Currents (July, Aug, Sept).
- Worked with Karen's Print – *Travis Gingerich: Parables in Clay* and Friends of the Hearst Annual Meeting postcards and Modern Postcard on *The Mask of Lincoln* postcard.
- Submitted additional info to the Cedar Falls Tourism Calendar/365 calendar.
- Studio visit with Curator/Registrar to Decorah to pick up art for Fowler Exhibition.
- Errands: Signs and Designs, Karen's Print, Cedar Falls Public Library and City Hall.
- Attended J. Murray Artist Reception - took photos for marketing.
- Mail Chimp: created content/graphics /sent/added email subscriptions, created content/graphics for This Week @ The Hearst, Artist Reception J. Murray & July E News.
- Continued to fill in at the front desk for lunch breaks, absences, breaks, take mail to city hall and mailings to post office.
- Submitted Gift Shop and Supply Inventory for City Inventory FY 19.
- Gift Shop: continued additional markdowns, researched Hearst branding products, ordered books from Hachette Book Group and books from The Blurb.
- Created content/graphics/posts for all social media.
- Friends Website: Updated index, events, exhibition and education pages.
- City Website: Updated holiday hours
- Coordinated two print ads: College Hill and Sturgis

Respectfully submitted,



Heather Skeens, Cultural Programs Supervisor
Hearst Center for the Arts

Hearst Center for the Arts Activity Report - Cultural Division FY19

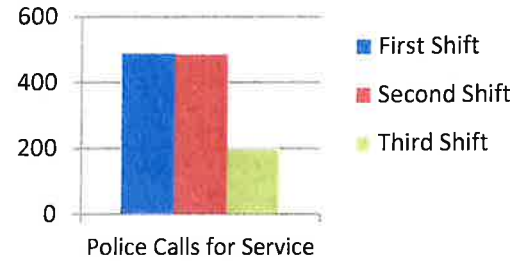
	July	August	September	October	November	December	January	February	March	April	May	June
ATTENDANCE												
# of Days Open to Public	27	28	26	24	24	23	25	23	28	22	27	28
Door Counter	2579	1743	1195	2534	2014	1197	1673	1831	2299	2800	2941	2139
Sculpture Garden (est.)	375	350	300	250	200	200	200	200	250	400	550	500
Average visits per day	109.41	74.75	57.50	107.08	92.25	60.74	74.92	88.30	91.04	145.45	129.30	94.25
VISIT PURPOSE												
Exhibition (walk-in)	313	347	184	248	343	244	220	196	258	398	473	301
Exhibition Receptions	141	101	49	74	44	37	0	92	742	742	83	37
Meetings	40	65	40	69	51	106	117	52	55	44	82	60
Youth Classes	64	16	140	375	62	0	140	354	89	420	337	8
Adult Classes	59	29	45	76	30	22	160	153	36	176	62	22
Messy Mornings	0	0	67	85	49	60	73	54	40	65	87	0
Camps	918	448	25	0	40	0	0	30	359	0	0	546
Birthdays Parties	65	84	62	45	0	73	16	53	76	0	45	62
Workshops	17	0	11	79	25	24	24	0	14	26	26	28
Tours	89	0	0	110	0	0	0	10	64	55	87	0
Rentals	134	0	84	34	41	85	17	115	117	190	592	224
Ceramics Lab	18	16	15	21	11	25	10	32	8	28	36	17
Public Programs	151	140	304	664	276	252	373	157	450	202	415	212
Thursday Painters	99	130	86	67	97	99	100	66	77	91	107	76
Volunteers / # of hours	13/72.75	3/5.5	5/26.75	5/53	5/37	2/4.25	3/12	6/86	12/61.25	5/33	7/77.75	7/20.5
Other	577	367	94	776	945	170	188	467	670	169	133	107
SERVICES OFFERED												
Youth Classes	3	1	13	5	4	0	11	3	4	3	6	4
Adult Classes	13	2	4	16	3	2	14	12	5	11	11	2
Rentals (inc. recitals, etc.)	3	0	4	1	1	1	1	4	5	7	8	4
Community Group Mtgs	11	14	12	12	8	2	5	5	5	6	6	1
Messy Mornings	0	4	5	4	4	3	3	4	3	4	4	0
Camps	10	5	1	0	1	0	0	1	6	0	0	2
Birthdays Parties	2	2	2	1	0	2	2	2	2	0	1	2
Workshops	1	0	1	1	1	1	3	0	0	1	2	0
Tours	3	0	0	2	0	0	0	0	2	1	1	0
Public Programs	6	7	14	9	7	8	12	5	11	8	10	6
Thursday Painters	4	5	4	4	4	4	5	4	4	4	5	4
Exhibition Receptions	1	1	1	1	1	1	0	1	0	2	1	1
DIGITAL TRAFFIC												
E-News Subscriptions	1305	1299	1266	1266	1254	1233	1270	1706	1202	1181	1169	1165
Facebook Views	23142	16516	17770	24260	18076	14211	34260	21823	28309	42367	43708	34074
Facebook Followers	1643	1659	1773	1696	1705	1714	1760	1791	1878	1913	1929	1949
Facebook Event Listings	6	6	11	8	8	8	11	7	7	10	7	9
OFFSITE SERVICES												
Offsite Educ Encounters	152	315	415	611	112	463	0	216	262	685	212	382
Offsite Educ. Programs	4	4	4	7	2	2	0	1	2	3	2	2
Community Committee Mtg	2	3	3	4	3	1	5	2	2	2	2	1
MEMBERSHIPS												
Total Friends Memberships	182	224	234	240	228	232	222	231	233	229	227	228
New/Renewed this month	0	44	11	29	20	23	15	20	20	5	6	23
PRESS												
Newspaper	1	1	1	2	0	1	0	0	0	2	2	0
Radio Interviews, ads	1	2	1	2	2	2	0	0	0	0	0	0
Press Releases	1	2	1	2	1	1	4	1	0	2	3	1
Ads, other (FB ads, etc.)	2	1	0	13	0	0	0	1	1	2	1	2

**DEPARTMENT OF PUBLIC SAFETY
MONTHLY REPORT
JUNE 2019**

ITEM 16.

CEDAR FALLS POLICE

<u>Police Statistics</u>	First Shift	Second Shift	Third Shift
Calls for Service	489	487	200
Traffic Stops	129	75	103
Arrests	15	33	23



FIRST SHIFT – Captain Jeff Sitzmann

- Officers Danilson and Lechtenberg completed a six-week Fire Training school. They are awaiting test results and will be certified Firefighter 1 soon.
- Officers again Field Trained Recruit Officers within the Department. Officer Hannah Hoffa began Training with Officer Gerzema in Phase I of the Field Training Officer Program. Officer Lucas Schmidt also trained on First Shift Patrol and is now assigned to the Fire Division.
- Officers assisted with the tours at the new Public Safety building. Numerous citizens, civic groups and those affiliated with emergency services toured the building on three separate days.
- Officers all had responsibilities and duties for the annual Sturgis Falls Celebration. Several of the Officers changed their schedules to fill the needs during evening and night shift hours. Officer Burkhardt and Danilson were assigned Bike Patrol during portions of the event.
- Officer Russell has been given the assignment to oversee the use of the radar trailer. The trailer has been placed at numerous locations at the request of citizens and City Council members.
- Officers assisted with the hiring process during the month of June. Assignments included background checks, MMPI and POST testing and assisting with the physical agility testing.
- A citizen reported that their vehicle was stolen some time over night. At about the same time Waterloo Officers located the vehicle which had been crashed and abandoned. The vehicle was brought to Cedar Falls for processing and the case is under investigation.
- Officers assisted Bremer County with a pursuit that came through town and ended with the vehicle running through a fence at Camping World. A Warrant was requested for the subject for Criminal Mischief 2nd Degree since he is currently in custody in Bremer County.
- Officers were called to Allen Hospital for a subject that had been assaulted. The subject had facial fractures including a broken jaw and was going to be transported to Iowa City for further treatment. The Assault took place the previous night at a bar. Officers continue to follow-up with the case.
- A Domestic Assault with Injuries was reported to Officers. The suspect was said to have taken off on foot. Officers checked areas where his girlfriend believed he would go. It was learned that he also had Warrants out of Buchanan County.
- Officers investigated a T-bone Accident at Highway 58 / Greenhill Road. There was a lot of Property Damage, but no injuries. One driver did not understand procedures for a blinking yellow arrow. The intersection was partially closed for about a half hour.
- Officers were called to an apartment building for an Assault involving a father and daughter. After the investigation, the father was arrested for Assault with a Deadly Weapon and Child Endangerment. The father reportedly struck the female with a baseball bat.
- Officers took a report from a citizen who had his bike Stolen earlier in the week and a much cheaper bike was left in its place. The victim found a subject riding the cheaper bike and followed him into Waterloo. The suspect admitted to stealing the bike and leaving his old bike in its place. He would not reveal where the stolen bike was currently located. He was arrested for the Theft and also had a Warrant for his arrest.

SECOND SHIFT – Captain Jeff Harrenstein

- Officers located a Runaway from Waterloo at The Falls Aquatic Center. The Runaway paperwork required he be placed in a proper Detention Facility. The subject was uncooperative and refused to give proper identification when Officers were dealing with him.

- Officers arrested a female subject for a Theft at Kohl's. Officers charged the female with Theft 4th attempted to take \$300 worth of merchandise.
- Officers responded to a Residential Fire on Hawthorne Drive. Two Public Safety Officers assisted on the Call. The fire reportedly started in the bathroom.
- Officers were called to The Quarters on West 27th Street for the report of subjects smoking Marijuana at the pool. One subject was arrested for Possession of Marijuana 3rd Offense.
- Officers were dispatched to McDonald's on Main Street for a subject with a Warrant. The subject was arrested. He had an Outstanding Warrant for Burglary 1st.
- Officers were again dispatched to The Quarters on West 27th Street for subjects that were using Marijuana and drinking at the pool. It was reported that these subjects don't live at The Quarters. During this Call, Officers had to fight with a subject and one of them lost his phone. A female subject picked up the phone and took it. Three subjects were arrested, one was charged with Interference Causing Injury and Possession of Prescription Medication. The second person was charged with Possession of Prescription Medication and the third person was charged with Theft 3rd Degree for taking the Officer's phone.
- Officers were dispatched to the report of a Fraud in the 1500 block of West 12th Street. Officers learned that the male subject had purchased approximately \$10,000 in gift cards and gave them to a scammer.
- Officers were called to an address on 4th Street, because a female Assault victim thought her boyfriend had snuck back into the house. Officers located the male subject hiding in an attic crawl space. He advised he had been in there for several hours, maybe up to six hours. He also admitted to using drugs. The area was extremely hot, but the subject didn't want medical care. Officers determined that the subject did need to be checked out and he was taken to the hospital. He was there for approximately 6 hours until his vitals were back to normal. He was then taken to the Black Hawk County Jail on Domestic Assault charges. He also had a Warrant out of Buchanan County. When Officers were speaking to him, he advised that his girlfriend had drugs in a safe, and that he had the key to it. She consented to searching the safe, and illegal narcotics were found. This case is still under investigation, and charges are pending.
- Officers conducting follow-up on a Theft from Wal-Mart, located the suspect and she was placed under arrest for Theft 5th.
- Officers arrested a male subject for a Theft at Kohl's. The subject left prior to the Officer arriving, but was located in Waterloo, and charged with Theft 5th.
- Officers arrested a female subject for a Theft from Von Maur. She was charged with Theft 5th.
- Officers arrested a male subject for Domestic Assault, after requesting a Warrant be issued for him. The male was charged with Assault DA 3rd Offense, Assault DA Strangulation / No Injury and Harassment 1st Degree.
- Officers were dispatched to the report of a stolen mini dirt bike. The Officer responding recalled seeing a subject on this bike a few hours earlier. He was able to locate the subject and the bike. A juvenile male was charged with Burglary 3rd and Theft 3rd.
- Officers arrested a female subject on a Probation Violation. The female lives in an Exceptional Persons, Inc. house due to mental health issues, but is also known to use Methamphetamine. Officers contacted her Probation Officers and at his request she was transported to the Jail and charged with the Violation.
- Officers were dispatched to the report of a Shoplifter at Kohl's. A female subject was arrested for Driving While License Barred and Theft 5th.
- Officers were able to follow-up on a Theft from Kohl's and initiated an arrest. A female subject was charged with Theft 4th, Possession of Methamphetamine and Introducing Drugs into the Black Hawk County Jail.
- Officers arrested a male subject for Violation of a No-Contact Order and Driving without a License.
- Officers arrested two juveniles for Theft from Target. Both juveniles were charged with Theft 5th Degree.
- Officers arrested a female subject for Theft from Wal-Mart. The female was charged with Theft 5th.
- Officers were dispatched to a possible threat at Mercy One – Cedar Falls. Officers learned that a female patient was being uncooperative, but also stated she was scared of her ex-husband. There was information being provided that her husband had made threats to a hospital in Kansas and that SWAT had to be called. Officers assisted at the hospital until receiving information from the hospital in Kansas, and believed that there was no legitimate threat. Officers also learned that the female was providing false

information to Law Enforcement. Due to her reports of Sexual Assault and Domestic Abuse conducted she was taken to a shelter. Investigation continues.

- Officers responded to a Motor Vehicle Accident at 7th and Main Streets. During the course of the Accident investigation, it was discovered that one of the drivers was wanted out of Black Hawk County for Outstanding Warrants. The driver was arrested and transported to the Black Hawk County Jail.
- Officers responded to Hy-Vee on the report of a subject that had stolen a woman's purse from her shopping cart. The suspect fled into College Square Mall and was found hiding in one of the restrooms. The subject was arrested and was found to be in possession of a quantity of several illegal drugs. The suspect was charged with Theft and various drug related offenses.
- Officers were called to Scheels for an adult female Shoplifter. After contact was made, the subject was arrested and charged with Theft in the 4th Degree.
- Officers were called to a residence on Boulder Drive on the report of a subject inside drinking alcohol. Contact was made with an intoxicated female who was drinking a can of beer and had been Harassing tenants. The female gave false information to investigating Officers and was arrested. After being transported to the Police Department, the female Assaulted one of our Community Service Officers during a search of her person. The subject was additionally charged with Assault.
- Officers took a report of a Road Rage incident involving one motorist allegedly displaying a handgun towards the other. Officers spoke to all parties involved and the case is being reviewed for criminal charges.
- Officers arrested a subject near City Hall for Public Intoxication 3rd Offense after the subject fell off his bike and was observed displaying behavior associated with severe intoxication.
- Officers responded to a Hit and Run Motor Vehicle / Pedestrian Accident in the 1400 block of West 1st Street. The following press release was forwarded to the media: Officers were called to the 1400 block of West 1st Street on the report of a 15-year old female who had been struck by a motor vehicle. It was reported that the vehicle had left the area and was possibly enroute to Marion, IA. Officers with the Evansdale Police Department located the vehicle and the driver was identified as Rande Lehmkuhl, age 70, of 401 Boyson Rd. Marion, IA. Rande Lehmkuhl was further identified as the victim's father. Damage was located on Lehmkuhl's vehicle that was consistent with statements made by the victim and witnesses at the scene. The victim was transported to Allen Hospital and was treated for non-life threatening injuries and released. Rande Lehmkuhl was arrested and charged with Willful Injury Causing Bodily Injury a Class D Felony, Child Endangerment Causing Injury, a Class D Felony, Reckless Driving and Leaving the Scene of a Personal Injury Accident.
- Officers conducted a Traffic Stop on two motorcycles on Center Street that were traveling at high rates of speed. One of the drivers was found to have Arrest Warrants out of Texas. After contacting Texas authorities, Officers were advised that Texas would extradite. The subject was arrested and taken to the Black Hawk County Jail.
- Officers responded to a Theft from Kohl's. A juvenile female was arrested and charged with Theft 5th.
- Officers were dispatched to The Falls Aquatic Center regarding subjects drinking alcohol. A male juvenile was arrested for Public Intoxication.
- Officers responding to the report of a person who was possibly Operating While Intoxicated, driving through Cedar Falls, located the vehicle and initiated a Traffic Stop. Officers arrested the subject for Operating While Intoxicated.
- Officers were dispatched to the report of an Assault at The Falls Aquatic Center. Upon arrival, Officers learned that several subjects had been in a Fight. One person was arrested for Disorderly Conduct.
- Officers were dispatched to the report of a 16-year old that was assaulted by her 18-year old boyfriend. The victim and her mother initially didn't wish to pursue charges, but later changed their minds. A Warrant has been requested.

THIRD SHIFT – Captain Mark Howard

- Officer called to a residence on Sumac Avenue for a Burglary to the residence. A report was made.
- Officers were called to a complaint of fireworks at a residence on West 12th Street. Nothing was located.
- Officer took a report of a stolen cell phone that occurred at Hy-Vee. The subject was special needs. The Officer went to Hy-Vee and was able to locate the subject's phone where he left it.

- Subjects were called to a residence on Dunkerton Road to assist with retrieving a subject's phone that was at this address.
- Officers were called to a residence on West 18th Street for a subject passed out in the garage. The subject was arrested for Public Intoxication.
- Officers were called to a residence on Lincoln Street for a Disorderly. One subject was arrested for Domestic Assault Simple.
- Officers were called to a residence on Campus Street for a subject trying to get into the residence. When Officers arrived, the subject was gone.
- Officer was called to Sartori Hospital for a subject trying to leave that was intoxicated.
- Officers were called to the area of 3rd Street and Hudson Road for some type of Verbal Dispute going on. When Officers arrived they found two females that were yelling at each other in front of a house. Officers learned that the two females had just ended their relationship and they began arguing. One female got her property out of the house and left the area.
- Officers were called to give Extra Attention to an address on Olive Street for a Wanted Subject. A short time later, the mother of the Wanted Subject called in and stated he was upstairs in her house and threatened her to not call the Police. The Reporting Party allowed Officers into her residence and they made contact with the subject. The arrest turned physical and the subject had to be tazed as well as physically restrained when trying to flee Police. During the incident, the Wanted Subject punched an Officer. The suspect was taken into custody. A search of his property found a Glock .40cal pistol, drug paraphernalia, and a quantity of Methamphetamine. The suspect was transported directly to Black Hawk County Sheriff Office due to his combative behavior. Officers learned the gun was Stolen. Officers are investigating the case and there are several charges pending.
- Officers were called to the 1900 block of Main Street for an Extra Attention. The owner of one of the buildings reported that in the back of one of his buildings it looked as if someone tried to pry it open the past couple nights.
- While on routine Patrol, Officers went out with a couple of Suspicious Subjects in the area of Bergstrom Boulevard. It was learned that they were playing Pokemon Go.
- Officers were called to assist Bremer County Sheriff's Office in an attempt to locate a Runaway from Bremwood. Officers checked several locations for the juvenile, but were unable to locate.
- Officers were called to locate a vehicle traveling in the wrong lanes of Highway 218. It was learned the vehicle got turned around and took off. Officers couldn't locate the vehicle in either direction.
- A subject came to the front counter to turn himself in on Outstanding Felony Warrants for Forgery and Theft. The subject was arrested and taken to Black Hawk County Sheriff Office.
- Officers took a report of a Missing Person from the Exceptional Persons, Inc. home on West 4th Street. It was learned that a client missed his curfew time and could not be contacted. Officers requested assistance from Waterloo Police Department to check an address in Waterloo. The subject was entered into National Crime Information Center. At the end of shift, it was learned that the subject had snuck into his room sometime in the night and was asleep in his room.
- Officers were called by a concerned citizen of a subject that appeared passed out in the patio area of Sharky's Fun House. Officers made contact with the subject. He was tested and was not intoxicated, only waiting for his friends and he fell asleep.
- Officers were called to Deringer's Public Parlor for a Medical Assist. A subject had stumbled down the steps and hit his head. The subject was not intoxicated, he had lost his balance. While outside of Deringer's Public Parlor. Officers were alerted to a Fight that was happening upstairs. A male subject was arrested for Intoxication and Assault Causing Injury. It was learned that the male had jumped up on the DJ stage and when staff told him to get down; he began fighting with the staff.
- Officers were sent to Target distribution Center to look for a female with an Outstanding Serious Assault Warrant. Officers were informed that the female had left Target prior to the end of her shift. Black Hawk County Sheriff Office was advised.
- Officers were called to assist at Cedar Falls Health Care Center for a patient that was threatening another patient. The suspect was transported to Allen hospital for a psych evaluation.
- Officers were called to a Loud Party on Big Woods Road. Officers made contact at an outdoor party and the owners were advised.
- Officers were called to Clearview Drive for subjects banging on the door to a residence several times and then taking-off. The area was given Extra Attention.

- Officers were called to Harassment. It was learned that the Reporting Party's ex-boyfriend was constantly trying to contact her. Phone contact was made with the ex-boyfriend. During the call it was learned that the male had an outstanding warrant on another incident. The male was known to the Officers, but they could not get him to come to the Police Station and did not know his location.
- Officers with Special Enforcement Team learned of an Outstanding Warrant for a known person of interest that frequents the College Hill area. Special Enforcement Team briefed other Officers working Shift and coordinated a plan in the event the person showed up in Cedar Falls. A short time later the known person came to the College Hill area with his associates. Officers were able to make contact with the male inside of The Social House, move him outside, and get him transported to the Black Hawk County Jail for his Warrant. His associates left College Hill shortly after this occurred.
- The same Officers were conducting Foot Patrol on College Hill and recognized the male from the previous evening's Harassment call. A Check was conducted and he still had the Active Warrant. Officers made contact with him inside of Little Big's and he was arrested for the Outstanding Warrant.
- Officers were called to an unknown problem where a male was on the phone with the Reporting Party and then she could not get him to respond. Fire, Paramedics, and Police responded to the last known residence of the male. After sometime, the male came to the door of the residence. He was fine and offered no explanation for the odd behavior.
- Officers were called to a Male / Female Disorderly where the female called 911. Officers found the trailer and spoke to the female. It was learned that the argument was verbal only and the couple were separated for the night.
- A subject turned himself in for a charge of Operating While Intoxicated. The charge stems from an Operating While Intoxicated where the subject had a specimen sent in for testing. He had made arrangements with the Reporting Officer after the test results came back.
- Officers were called for a subject supposedly being held against his will somewhere in Cedar Falls. Officers were not able to locate subject.
- Officers called to a situation where some intoxicated subjects were being belligerent to an Uber driver. The Uber driver forced them from his vehicle. The intoxicated victim claimed the Uber driver tried to run him and his intoxicated wife over.
- Officer called out to 5 Seasons Mobile Home Park for a report of a Court Order Violation. Officers found a male subject was at the trailer and was not supposed to be. Officers ended up having to go hands on with the subject who has threatened Officers that he wants to die via "suicide by cop". Officers quickly took the altercation outside due to the trailer being infested with bed bugs. The subject was arrested and charged with Violation of a Court Order and Possession of Meth.
- Officer conducted a Traffic Stop and determined the driver was wanted on multiple Warrants. The driver was taken into custody and transported to the Jail.
- Officers called to an Assault in progress on West 10th Street. Reporting Party reported they could hear screaming and what sounded like a female being assaulted. Officers made contact. The female stated there was a Fight between her and her boyfriend but had no injuries. Victim refused to give Officers the boyfriend's name. Officers checked the victim and were unable to find any evidence of an Assault. Without cooperation from the victim Officers cleared.
- Officers were called to an address where the Reporting Party saw a subject going through a neighbor's truck and thought it was suspicious. Contact was made at the address of the truck. The owner of the truck didn't see anything out of place and thinks that it could have been a worker. There was no report and no subject found.
- Officers were called to a Disorderly at an apartment complex. It was learned that a male was trying to take some items from one of the apartments. The female that lived at the apartment informed us that the male had already left the area. All she wanted was him advised not to return.
- A female called in and stated that she was being followed while she was driving. The female caller became uncooperative and would only state that it was her ex-boyfriend and he had left the area prior to Officers arriving in the area.
- Officers were called to a trailer park where a neighbor saw lights on in a trailer where she thought the people were out of town. Officers arrived and learned that the trailer in question was vacant. The tenants had moved out.

- Officers conducted a Traffic Stop on a moped with three juveniles riding on it. The parents and juveniles were contacted and they did not know their children were out on the moped. The registered owner of the moped was notified and will be coming in to get paperwork.
- Officers interrupted a Verbal Disorderly out front of Deringer's Public Parlor on Main Street. The problem parties were checked out and then sent on their way.
- Officers were called to a Runaway son. The concerned parents noticed their son ran out of the house about a half hour before they called. The son returned while Officers were at the residence. The officer spoke to the son and the parents.
- While on Foot Patrol in the College Hill area, an Assault was called in to the front of Little Big's. Officers detained several subjects, but they could not be positively identified as being involved. Officers found a victim that had injuries to his arm. The victim was not cooperative with Police or the paramedics. The victim refused transport to the hospital and made arrangements to go by private vehicle. Officers gathered necessary information, but there is no report at this time.
- Officers were called to an Assault that had just occurred in the area of the 1700 block of College Street. There were already Officers in the area that made contact with the Reporting Party. The Reporting Party was highly intoxicated and tried to get into the back of one of the Officers Patrol Cars. The Reporting Party admitted that he made up the 911 Call and he was just looking to get a ride home from the Police. He was arrested.
- Officers were called to an apartment complex for a female in the area that was yelling on her phone. Officers were able to find the right apartment and made contact with a male and female. They were yelling back and forth, but there was nothing physical going on. They were advised to keep it down.
- Officers were called to assist on Lone Tree Road for a Suicidal Subject. The Reporting Party let Officers know that he daughter took prescription medicine and also tried to slit her wrist. Officers assisted the paramedics and the female went voluntarily to the hospital.
- Officers assisted on scene with a Commercial Automatic Fire Alarm on Balboa Avenue. It was learned that it was an alarm malfunction.
- Officers were called to the MacDonald's on Brandilynn Boulevard for a Suspicious Subject. Officers arrested that subject for Driving While License Barred.
- Officers were called to the Black Hawk Hotel for an Intoxicated Subject who was trying to get into the hotel. Officers were able to determine that the subject did already have a room at the hotel and was allowed to go to his room for the night.
- Officers were called to Highway 218 Southbound for an Accident with Injuries. Officers along with Deputies did locate a vehicle on Highway 58 with rear end damage and both the driver and the passenger were injured. They advised that they were rear ended by a truck. The truck was located down on Lincoln Street where it had left the highway at the Highway 57 Southbound exit and went off the bridge and down to Lincoln Street. The driver a juvenile, was not injured, but charged with Operating While Intoxicated and cited for the Accident.
- Officers were called to the Prime Mart at Seerley Boulevard and Main Street for a Burglary in progress. Black Hawk County Deputies assisted on this Call until Cedar Falls Officers could arrive. Deputies ran a K-9 through the business which was left open, but located no one. Cedar Falls Officers arrived and finished the investigation.
- Officers were called back to the Prime Mart again and this time the subject pried the door open and was able to take several cartons of cigarettes and alcohol. Black Hawk County Officers again assisted with their K-9 and the property was located. The subject was not found and the case is under investigation.
- Officers were called to Kwik Star on Nordic Drive for a Disorderly between three subjects. This was a civil matter.
- Officer stopped a vehicle for a Traffic Violation. The driver was under the age of 16 and did not have a license. The driver was cited and a parent came to the scene and picked the driver up.
- Officers were called to a residence on West 8th Street for a Male / Female Disorderly. Both were separated for the night.
- Officers were called to the 200 block of Iowa Street for a Suspicious Male. Officers checked the area and were not able to locate anyone.
- Officers were called to University Avenue and Midway Drive for a female being Assaulted. Officers could not locate anyone.

- Officers were called to the Holiday Inn Express for a subject sleeping in his car. The subject was a guest at the hotel and went to his room for the night.
- Officers along with Second Shift Officers were called to the 1400 block of 1st Street for a female that had been hit by a car. The incident involved the girl's father who was driving. He was located by Evansdale Police Department and was later charged with Child Endangerment and Willful Injury.
- Officers were called to a residence on Iowa Street for a 911 hang-up Call. This was a Dispute between male and female. They were separated for the night.
- Officer made a Harassment case involving the mother of the girl who was hit by her father in a car earlier in the night. The father is stalking the mother. All parties are from the Marion, Iowa area.
- Officer was flagged over at Banis on the Hill. Subject reported that he was robbed in the 2300 block of Olive Street. This is under investigation.
- Officers were called to Hudson Road for a vehicle driving erratically. When Officers located the car, it was an elderly male who had struck several signs. The vehicle was towed to his house and the Officer filed for a re-test on the driver's license.
- Officer while in the 2300 block of Olive Street on Foot Patrol heard what sounded like a street sign being thrown. Officers did locate the Yield Sign at 25th and Olive Streets and put it back into the ground. Several subjects were talked to, but a suspect was not located.
- Officers were called to a residence on West 4th Street for a subject who walked into the residence. That subject was arrested for Intoxication.
- An Officer made a Traffic Stop at 25th and College Streets. The driver was arrested for Operating While Intoxicated.
- Officers were called to Thunder Ridge Apartments for possible Burglary. Officers did not locate anyone.
- Officers were called to the McDonald's on 1st Street for a subject passed out in the drive up line. That driver was arrested for Operating While Intoxicated.
- Officers were called to 2200 block of Walnut Street for a Suspicious Male that tried to walk into a residence. When Officers located the subject, he was stumbling down the middle of the road. The subject was arrested for Intoxication.
- Officers were called to a Larceny of a cell phone. The Reporting Party was the mother of a child that had a friend over at their house. When the friend left, her son's cell phone was missing from the charger. They were unable to contact the friend. A case has been started and the Officer is conducting follow-up.
- Officers were called to the Police Station to meet with two females that wanted to report a Sexual Assault. Officers interviewed the females and learned that a male they knew had touched them inappropriately earlier in the evening. They gave Officers the information on the suspect. Officers were able to track down a name of the male and attempted contact with the male throughout the evening. The case is on-going and Officers are conducting follow-up.
- While on routine Patrol, Officers located three juveniles that were wandering around in the early morning hours. Contact was made with the juveniles, and contact was made with a parent. The parent came and got the juveniles. There were no criminal charges.
- Officers were called to do a Welfare Check of a female that had been standing next to a car for a long time. The Reporting Party wanted her welfare checked on, but the Reporting Party stated he last saw her an hour before he called. Officers checked the area the female was last seen and were unable to locate.
- Officers conducted a Traffic Stop for a Moving Violation. During the investigation of the stop, it was learned that the driver was a juvenile with an instructional permit only. The driver was cited, and the juvenile was turned over to a parent.
- Officers were called to the McDonald's on 1st Street for juveniles messing around out by the road. Officers took custody of five juveniles, four of which were 12-years old. There were no criminal charges, but the children were out of their houses without their parent's knowledge. They were released to their parents.
- Officers were called to the 200 block of Main Street for a subject lying in the doorway of a business. Contact was made with the male and he was found to be intoxicated. During the investigation, officers discovered that the intoxicated male had also broken planters in front of another business. The male was arrested for Intoxication and Criminal Mischief.

- Officers were called to conduct a Welfare Check on a male that made mention to his ending his life. Officers made contact with the male and talked to him. Officers made arrangements with a family member to watch after the male, he stated he was not going to harm himself.
- Officers were called to a truck that was disabled on Hudson at 12th Street, right as the traffic went down to one lane for construction. It was learned that the truck had struck a pothole and it dropped the axle from the truck. Officers assisted with Traffic Control and with a tow truck.
- Officers called to a possible Burglary. Neighbor found the adjoining duplex door open. Apartment is supposed to be vacant. Officers cleared the property and were unable to locate anything out of place.
- Officers called to a Violation of a Court Order. The Reporting Party cannot have contact with this male subject, but the male subject is continuously calling the Reporting Party. After further investigation it was determined the male subject was not restricted from calling the Reporting Party. Reporting Party was advised of her options. The male subject was advised not to call the Reporting Party, but he is not violating a Court Order.
- Officers called to an intoxicated person in the drive through at McDonald's on Main Street. The initial report was the subject was passed out in his vehicle in the lot. Officers made contact with the driver and determined he was not impaired.
- Officer called to a Hit and Run in the parking lot of McDonald's on Main Street. The run vehicle left his information with the victim, but did not have insurance. After an investigation the driver of the run vehicle was cited for no insurance and leaving the scene of a Property Damage Accident.
- Officer initiates a Traffic Stop on a vehicle for a Traffic Violation. It is determined the driver is Barred from driving a vehicle in Iowa. The driver refused to exit his car. After a short time the Defendant was removed from his vehicle and taken into custody and charged with Driving While License Barred.
- Officers called to an apartment building on West 8th Street for a report of a male shining a flashlight into a bedroom window. Officers checked the area and spoke with some subjects that were outside looking for an item. The flashlight in the window was unintentional.
- Officers responded to a Rollover Accident on Highway 58 / Waterloo Road. Vehicle hit the median and rolled and landed back on its tires. The driver was subsequently taken into custody for driving under the influence. A Search Warrant was applied for and issued for the driver's blood. After drawing the blood the Defendant was charged with 3rd Offense Operating While Intoxicated. This is the Defendant's fifth arrest with four prior convictions for Operating While Intoxicated. The Defendant is currently on a restricted license allowing him to driver to and from work for a prior Operating While Intoxicated conviction. He was also charged with Driving While License Barred.
- Officers found a subject passed out in the grass at 22nd and Walnut Streets. Subject was arrested for Public Intoxication.
- Officers were made aware of a dog locked inside a vehicle. While attempting to locate the owner, he arrived.
- Officers called to a Public Intoxication at McDonald's on 1st Street. An Uber driver flagged Officers down about a family that was belligerent and refusing to get out of his vehicle. Officers made contact with the subjects. They had a taxi there and were allowed to leave. They were advised about being intoxicated and their actions.
- Officers were called to a Suicidal Subject in the area of Clay Street Park. Officers checked the area and were unable to locate. While looking Officers were advised the subject was possibly walking towards water and a forest. Officers were unable to determine where the subject was.
- Officers called to a Burglary in progress. It was reported two males arrived at the residence and forced their way in. The Reporting Party left through a window and left his small children behind. He was calling from the Music Station. As Officers were arriving on scene they were advised the subjects that broke in each had a gun. Officers made entry to the residence and it was determined there was no Burglary. The Reporting Party was kicked out of the house and was extremely intoxicated. Officers checked the area for the Reporting Party. While checking the area an Officer was flagged down by two employees of Papa Johns who advised a subject matching the description of our Reporting Party was just at the business saying he needed help after being shot two times. They advised he had a little blood on him. It was determined he was not shot and he had a small cut from the window he broke at the house.

- Officers were called to a subject passed out behind the McDonald's on 1st Street. The ITEM 16. ended up going with paramedics.
- Waterloo Police had dealings with a group of juveniles that Stole several vehicles. One of the vehicles Stolen was taken from North College Street in Cedar Falls. This vehicle was recovered at the IHOP in Waterloo. During the investigation they recovered several items related to cellular store Burglaries. All stores were checked in Cedar Falls and none of the stores showed signs of being burglarized. We will have charges for Operating without Owners Consent.

INVESTIGATIVE UNIT – Captain Michael E. Hayes

- Investigator met with a victim of a Business Burglary to go over possible leads that have developed.
- Search Warrant was executed at a residence in Waterloo reference several Construction Site Burglaries that have been occurring in Cedar Falls. The investigation into the incident continues.
- Captain Hayes attended the Family Children's Council Executive Board meeting.
- Captain Hayes attended a Citizen Advisory Committee involving Cedar Falls Police Department, Waterloo Police Department, and the Black Hawk Sheriff's Department. The meeting was reference citizen complaints.
- Investigator took a report reference a Theft from St. Patrick's Church. A male was seen in the church and a small amount of money is missing from one of the offices.
- Captain Hayes gave a talk to volunteers at Riverview Center reference Sexual Assaults and how Police respond to them.
- Captain Hayes attended the Sturgis Falls Board meeting.
- Investigator assisted in an interview of a possible Sexual Assault victim (minor) at the Child Protection Center. The investigation continues.
- Investigator received information of possible Construction Site Burglars from Butler County. According to information received from Butler County Sheriff's Office the suspects may have done some of the Burglaries in Cedar Falls. The investigation continues.
- Investigator attended a Financial Crimes Security Group meeting at a local bank. These meetings are done to go over current fraud information that is occurring in Black Hawk County.
- Investigator received information of a possible Sexual Abuse involving a minor. A Child Protection Center appointment has been set-up for an interview of the victim.
- Investigator was assigned background checks on two candidates for Public Safety Officer.
- Investigator attended the Child Protection Center monthly case review.
- Two Investigators went to Butler County to interview a Burglary suspect.
- Captain Hayes attended the Child Protection Center Board meeting.
- Captain Hayes attended the Community Resources United to Stop Heroin (CRUSH) meeting.
- Captain Hayes attended a meeting for the College Hill parking initial recommendations (report).
- Captain Hayes attended the monthly Sexual Assault Response Team (SART) meeting.
- Investigator arrested a subject for Disorderly Conduct from a Fight that occurred at a local bar. Further arrests are expected from the incident.
- School Resource Officer Ferguson began his assignment for the setting up of Sturgis Falls. This continued throughout the week.
- Investigator arrested a suspect for Disorderly Conduct for his involvement in a Fight in the Parkade two weeks ago.
- Investigator / Public Safety Officer completed his monthly familiarization for Fire / Rescue.
- Captain Hayes met with media reference Sturgis Falls.
- Captain Hayes attended the Family Children's Council HR meeting.
- Investigator arrested a juvenile for Possession of Marijuana.

Case Information For Month:

- Cases Assigned: 15
- Cases Closed Inactive: 6
- Cases Closed Exceptional: 2
- Cases To County Attorney For Review: 3
- Cases Closed By Arrest / Warrant: 4

Cellbrite Extractions:

- Examined an Android phone reference a Burglary incident.

- Examined an Apple iPhone for a Violation of a No-Contact Order.

School Resource Officer:

- School Resource Officer Ferguson arrested a juvenile for First Degree Harassment. He is accused of telling students at Holmes Jr. High School that he was going to "shoot up" the school. The investigation continues and further arrests are expected.
- School Resource Officer Ferguson assisted Peet Jr. High School students getting to the Falls Aquatic Center. He blocked traffic at major intersections in order for the students to get to the pool safely.
- School Resource Officer Ferguson arrested a second juvenile for First Degree Harassment. He is accused of telling students at Holmes Jr. High that he was going to "shoot up the school".
- School Resource Officer Ferguson picked up unused medications from the schools that had not been picked up by parents. A case was initiated for abandon property and the medications will be destroyed.

CSI Report:

- Officer Belz finished his Training Course on 'Examination and Comparison of Footwear Impression Evidence'.
- Officer Belz attended a multi-agency Crime Scene Training with the Waterloo Police Department and the Black Hawk County Sheriff's Office.
- Officer Belz began making preparations for transporting all property to the new Police Department.

Calls Requested For Assistance:

- Officer Belz assisted First Shift Officers with processing a recovered Stolen Vehicle from Maple Street.
- Officer Belz assisted Detectives with the execution of a Search Warrant in Waterloo in reference to two Construction Site Burglaries in the Industrial Park which occurred in May.
- Officer Belz assisted First Shift Officers with processing the scene of a Vehicle Pursuit and subsequent Vandalism to a business on West Ridgeway Avenue.
- Officer Belz assisted Third Shift Officers with processing the scene of a Business Burglary on Main Street.
- Officer Belz assisted Second Shift Officers with processing a Vehicle Burglary on University Avenue.
- Officer Belz assisted Second Shift Officers with processing a Pedestrian / Vehicle Accident on West 1st Street.
- Officer Belz assisted First Shift Officers with processing a Burglary to a building belonging to the Cedar Falls Parks Department.

Crime Lab:

- Thirty-eight items of Marijuana evidence were tested in the Crime Lab.
- Fourteen items of evidence were taken to the State Crime Lab for processing.
- One fingerprint comparison examination was conducted in the Crime Lab.

Property Room

- Thirty-two items of property were released to their owners.
- Controlled substances from 18 closed cases in 2013 were incinerated.
- Controlled substances from 104 closed cases in 2014 were incinerated.
- Controlled substances from 34 closed cases in 2015 were incinerated.
- Controlled substances from 9 closed cases in 2016 were incinerated.
- Controlled substances from 4 closed cases in 2017 were incinerated.

Evidence / Property:

- Evidence entered: 95
- Found property entered: 32
- Property held for safekeeping: 10
- Evidence tested for outside agencies: 0
- CD's entered by officers: 52
- Attorney video copies: 86
- Attorney requests (not video): 2

POLICE RESERVE UNIT – Lieutenant Brooke Heuer

- Reserve Officer Kelley continued to work on his Module Training and testing for his certification.
- Reserve Officers Aries, Erickson, Hines, Kelley and Spray attended Taser Certification Training with Lieutenant Kurt Schreiber. This is part of their required Weapons Training.
- Reserve Officers Aries, Erickson, Hines, Kelley and Spray attended OC Spray Training with Officer Carman. This was also part of their required Weapons Training.

- Reserve Officer Buck and Jaeger assisted with testing for new Public Safety Officers. The Reserve Unit did not have anyone show up for testing. It has been determined that the focus will be on getting the newest Reserves trained before further hiring and testing.
- A number of Reserve Officers assisted with a variety of duties in preparation for and during the open house for the new Public Safety building on June 24th.
- Currently certified Reserve Officers worked in a variety of capacities during the Sturgis Falls Celebration. Reserve Officers assisted with the parade, Patrolling the parks and Downtown areas, prisoner transports, as well as, clean up over the weekend.
- Reserve Officers worked during Second and Third Shift hours to assist Patrol and Train during the month of June. They assisted with Calls for Service, Traffic Enforcement, Extra Attention to parks and other areas, and transports of prisoners from the Police Department to the Black Hawk County Jail.
- During the month of June, the Reserve Unit logged a total of 6 hours of on-duty time and 155.25 hours of ride time and training time off-duty. The hours for each Reserve Officer of off-duty time are as follows:

NAME	HOURS
Aries, Adam	8.5
Bostwick, J	20
Buck, M	22
Burg, A	12
Cross, K	13
Erickson, N	14.75
Griffin, T	15
Hines, C	9.5
Jaeger, D	23.5
Kelley	8.5
Spray	8.5
TOTAL	155.25

POLICE TRAINING EVENTS – Lieutenant Marty Beckner

- National Crime Information Center (NCIC) Recertification Exams.
- Officers Abbott, Baltes, Bruggeman, Lenox and Putney are continuing their Training at the Iowa Law Enforcement Academy.
- Captain Howard & Lieutenant Haislet attended the Command Leadership Institute FBI / LEEDA in Andover, MN.
- Captain Harrenstein attended the FBI National Academy Alumni Conference in Decorah, IA.
- Officer Barron attended the Glock Armorer School in Vinton, IA.
- Lieutenant Haislet attended the Iowa Acts of Interest to Law Enforcement in Altoona, IA.
- Officer Hoffa began Phase I of her Field Training Program on First Shift.
- No Police In-Service Training was held in June.

POLICE RECORDS – Lieutenant Marty Beckner

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

POLICE STATISTICS:

June 2019

Total 2019

ITEM 16.

Group A Crimes

Murder	0	0
Kidnapping / Abduction	0	0
Forcible Rape	0	3
Forcible Sodomy	0	0
Forcible Fondling	3	10
Robbery	1	1
Assault	15	92
Arson	0	4
Extortion / Blackmail	0	0
Burglary / B&E	8	42
Theft	32	210
Theft / Motor Vehicle	2	8
Counterfeit / Forgery	1	22
Fraud	5	45
Embezzlement	0	0
Stolen Property	1	2
Vandalism	9	67
Drug Offenses	11	85
Porn / Obscene Material	0	1
Prostitution	0	0
Weapon Law Violation	0	2

Group B Crimes

Theft by Check	0	6
Disorderly Conduct	2	32
Operating While Intoxicated	2	67
Public Intoxicated / Liquor Violations	11	85
Non-Violent Family Offense	0	5
Liquor Law Violation	1	2
Peeping Tom	0	0
Runaway	1	6
Trespassing	2	8
Other Offenses	11	65

Group A Total:

88 594

Group B Total:

30 276

Total Reported Crimes:

118 870

Traffic Accidents

Fatality	0	1
Personal Injury	0	24
Property Damage	8	266
Total Reported Accidents	8	291

Driving Offenses

Driving While Barred	5	15
Driving While Suspended / Revoked	0	14
Eluding / Peace Officer	0	0
Total Driving Offenses	5	29

Alcohol/Tobacco Violations

0 54

Calls For Service

1,460 8,975

Total Arrests

75 442

CEDAR FALLS FIRE RESCUE
JUNE FIRE DEPARTMENT ACTIVITIES:

- Station #1 (Blue Shift):
 - Public Education activity – Interview with cable about fireworks in Cedar Falls.
- Station #1 (Green Shift):
 - Public Relations activity – Heart Walk.
 - Fire Prevention activity – Talk at Southdale Elementary School.
- Station #1 (Red Shift):
 - Public Relations – Public Safety open house.

FIRE ALTERNATIVE STAFF:

- Part-time and POC Firefighters contributed 36.5 hours of Shift Duty in June.

FIRE INSPECTIONS – Battalion Chief Curt Hildebrand

- June Rental Inspections: 194 (Shift personnel assisted with all of the Inspections)
- June Re-Inspections: 38
- June Daycare / Preschool Inspections: 1

FIRE TRAINING EVENTS – Lieutenant Marty Beckner

- Fire Training In-Service consisted of Boat Operations.
- Four Public Safety Officers completed their Fire Fighter 1 Training with Captain Smith.
- Walkthroughs were conducted at UNI’s McCollum Science Hall.
- Public Safety Officers have started a monthly checklist on 20 tasks they need to show correct knowledge and performance.
- Physical and written testing was held at Holmes Junior High School for Public Safety Officer applicants.
- The Public Safety Department is transitioning on-line training from Target Solutions to Fire Rescue 1. .

FIRE RECORDS – Lieutenant Marty Beckner

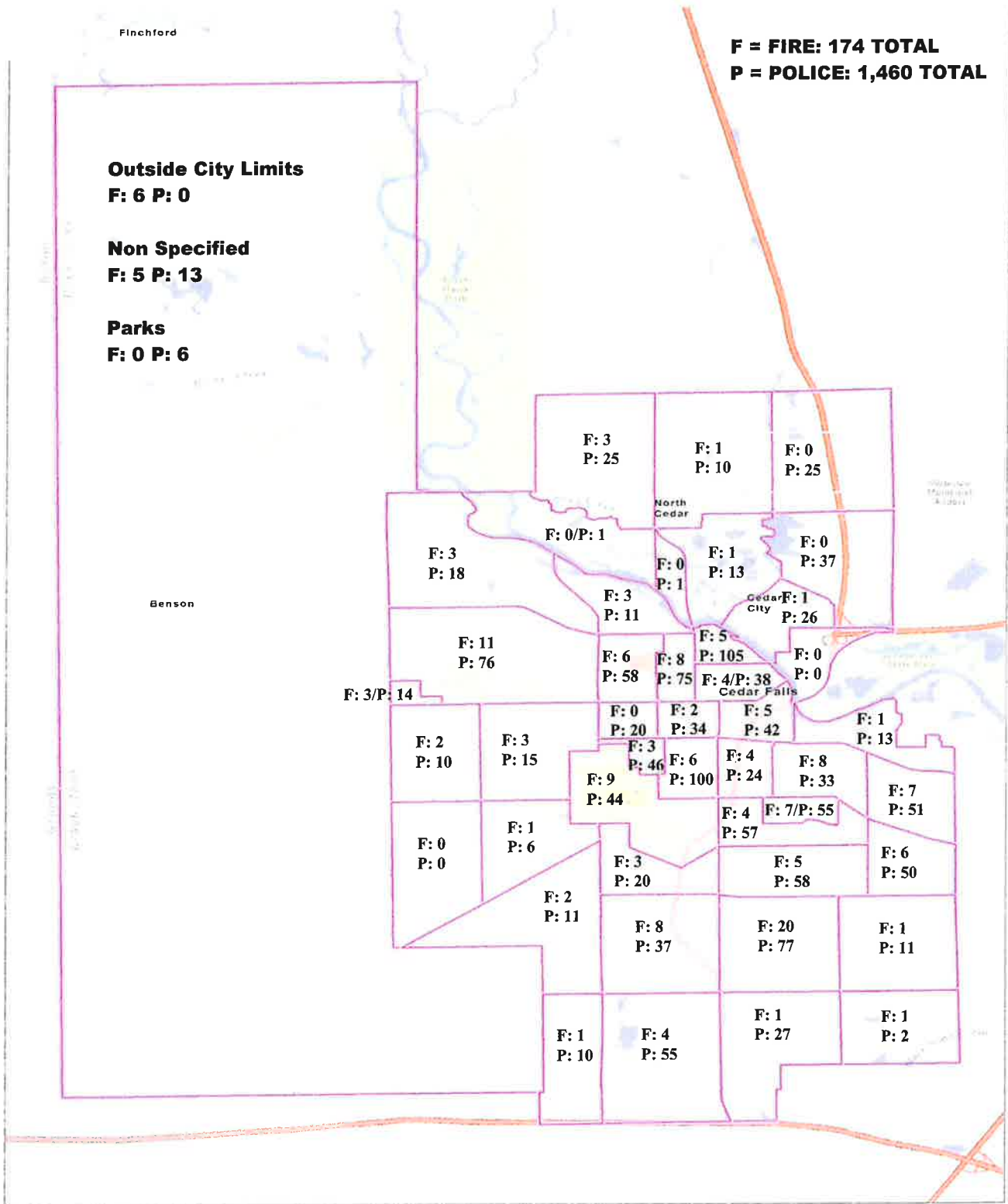
- Vehicle, Equipment, and EMS inventory every Tuesday.
- Equipment Check, Review and Handling every Monday.
- SCBA Inspection the first Wednesday
- SCBA Check every Wednesday.
- Aerial Platform Exercise and Testing every Sunday.
- District Familiarization.
- Commercial Inspections.

FIRE RESCUE CALLS FOR SERVICE

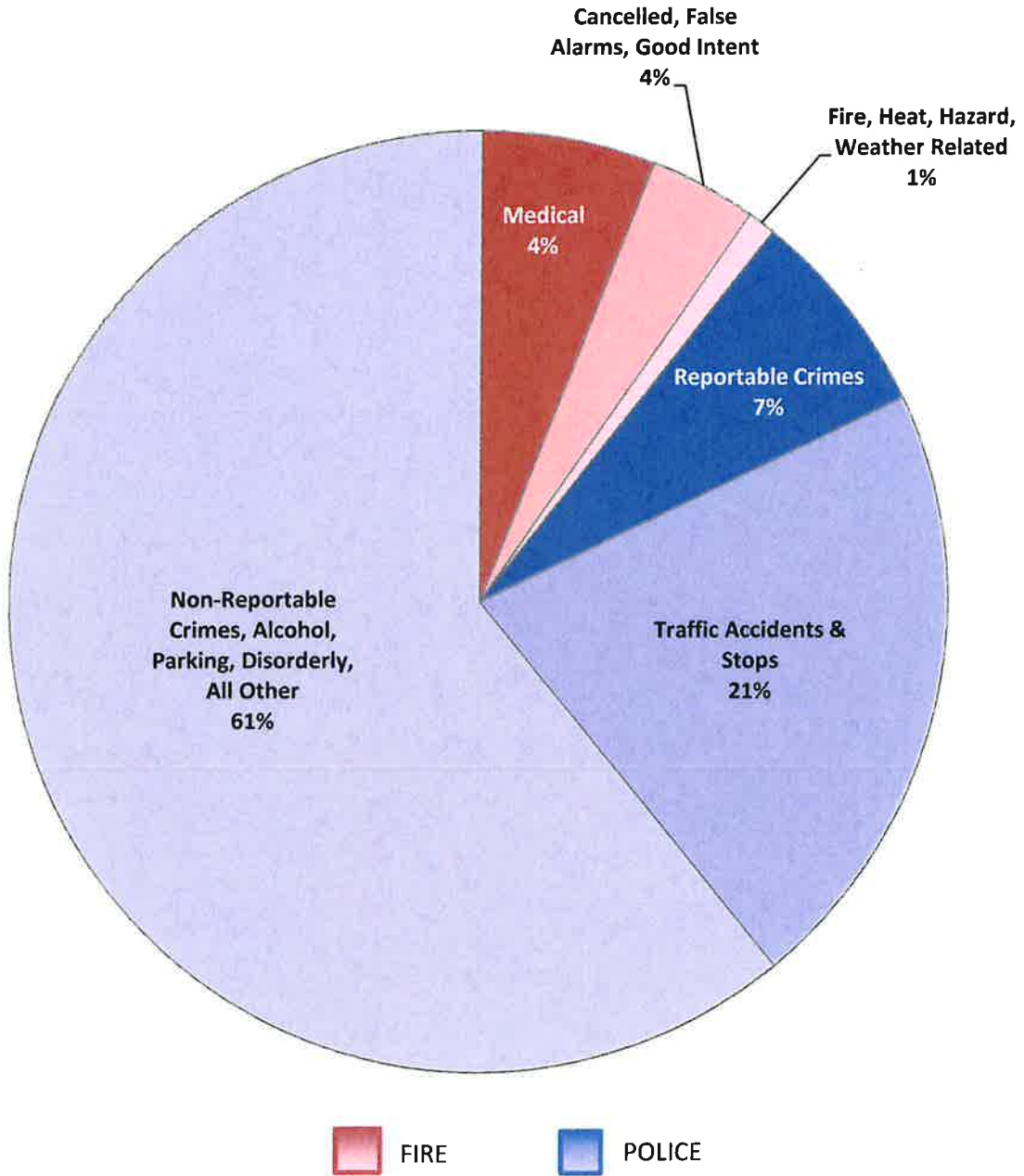
Type of Incident (Monthly)	Jan '19	Feb '19	Mar '19	Apr '19	May '19	Jun '19	Jul '19	Aug '19	Sep '19	Oct '19	Nov '19	Dec '19
Medical	101	114	92	100	103	97						
Cancelled, False Alarms, Good Intent	48	114	51	59	48	61						
Fire, Heat, Hazard, Weather Related	10	17	17	19	13	16						
Totals	159	185	160	178	165	174						

Type of Incident (per year)	2011	2012	2013	2014	2015	2016	2017	2018
Non-Medical CFS	991	1,056	1,052	948	840	911	900	772
Rescue / EMS Related	1,021	1,047	1,049	1,051	1,367	1,570	1,437	1,022
Totals	2,012	2,103	2,101	1,999	2,207	2,481	2,337	1,794

Cedar Falls Public Safety Grid Map



Cedar Falls Public Safety Experience Survey (June)





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 T. Brown and City Council
FROM: David Sturch, Planner III *DS*
DATE: July 31, 2019
SUBJECT: Temporary Sign Request
 Downtown Shuttle Bus

This office received the attached request from Community Main Street to install temporary signs in the public right of way that will advertise the downtown shuttle bus. The shuttle bus runs on Thursday, Friday and Saturday evenings throughout the summer months from 6:00 pm to 9:00 pm.

Cedar Falls Community Main Street requests permission from the City of Cedar Falls to place promotional signs for the downtown shuttle bus service. The signs will be similar in size to a typical "political" sign, measuring 24" wide by 18" tall mounted on a wire frame at various locations along the bus route in downtown Cedar Falls. The signs will be displayed on Thursday, Friday and Saturday to promote the shuttle service. Typically these temporary sign requests are for a limited time but staff finds this as an acceptable solution to create awareness of the shuttle service in order to alleviate parking concerns in downtown Cedar Falls and help make this a successful service to the community and its visitors.

Community Main Street will be responsible to put out and remove the signs each week. The signs will be placed in the right of way that will not obstruct the vision of motorists.

The Department of Community Development recommends approval to display the temporary signs at along the bus route during the operation of the downtown shuttle service.

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



310 East 4th Street
Cedar Falls, IA 50613

Phone: 319-277-0213
www.communitymainstreet.org

July 22, 2019

**2019-2020
Board of Directors:**

- Amy Mohr - Chair
- Natalie Brown
- Matt Dunning
- Crystal Ford
- Wynette Froehner
- Lexie Heath
- Ty Kimble
- Audrey Kittrell
- Dan Lynch
- Jessica Marsh
- Clark Rickard
- Stephanie Sheetz
- Julie Shimek
- Mark Showalter
- Brad Strouse

Dear David and members of City Council,

Thank you for providing and coordinating the MET transit shuttle service on Thursday, Friday and Saturday nights in the Cedar Falls Downtown District. This service provides an alternative method for guests to navigate into and throughout the neighborhood during the time parking demand is at its peak.

In order to help increase awareness of the shuttle service, Community Main Street would like to put out temporary yard signage throughout the district Thursday – Sundays during the months of operation. A visual reminder of the shuttle service alternative while guests are actively seeking a parking place will increase the likelihood of shuttle use and create goodwill with those wishing to patronize district businesses.

A maximum of 20 signs are available for placement at Gateway Park, along Washington Street, State Street and Main Street. Plans have also been made to place signs near the parking lot entrances. Three different versions of the sign have been created, each with a unique message related to the service. Copies of the signs are attached. Community Main Street respectfully requests city council permission to put out the signs along the public right of way during shuttle operation. We will be responsible to put out and pick up the signs each week.

We at Community Main Street appreciate the partnership we have developed with the city to address the citizen's parking concerns. Thank you for your consideration of our request to promote our efforts with the citizens and guests of Cedar Falls.

Regards,


Carol Lilly
Executive Director



Downtown shuttle
sign examples




ITEM 17.

Free Downtown Shuttle



**Park
at
Gateway**

*Runs on a
15 minute loop*



← 24" →

Free Downtown Shuttle




**Park
at
Gateway**

*Thursday, Friday, Saturday
6:00pm-9:00pm*






18" ↓

Free Downtown Shuttle



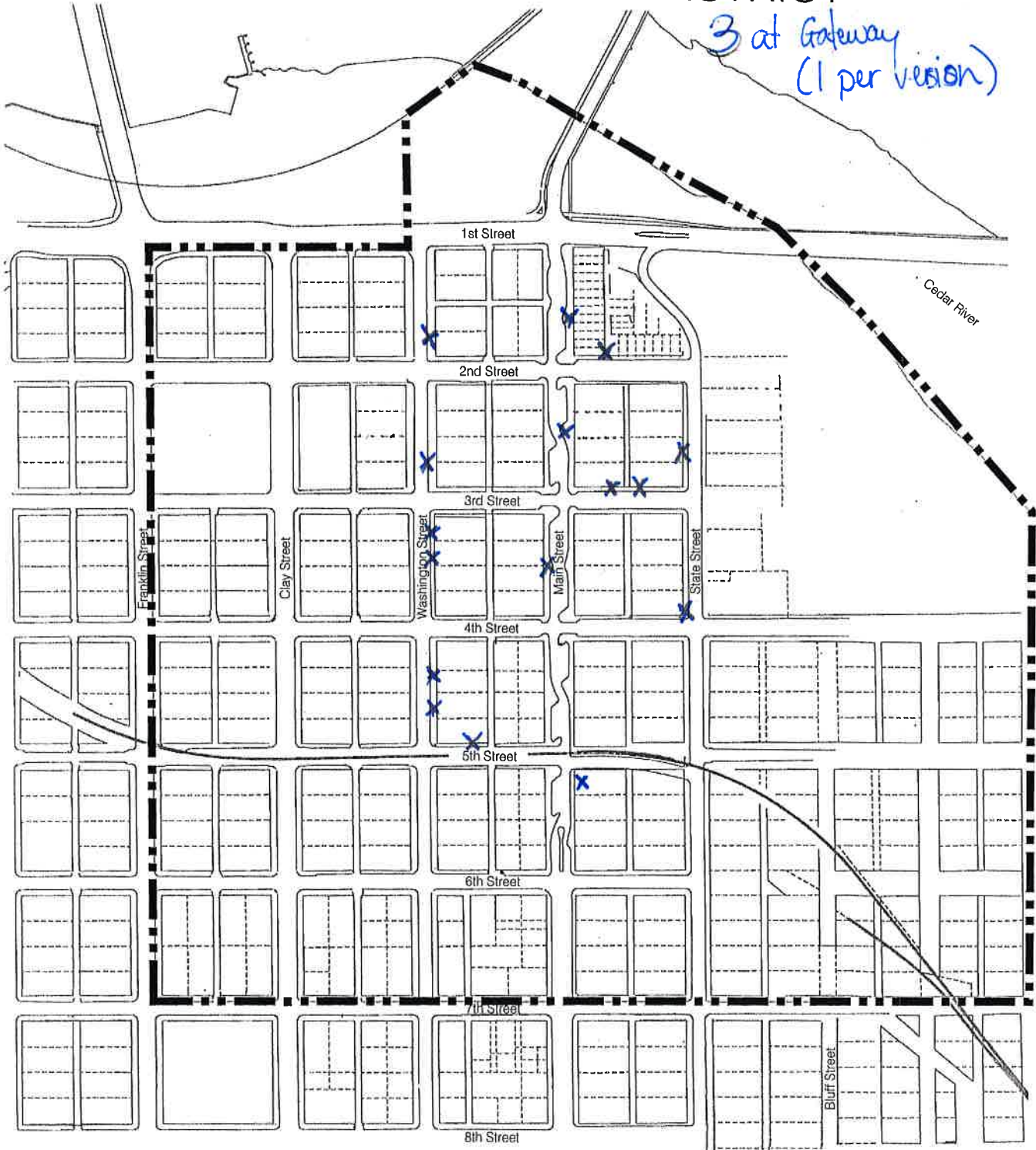
**Park
at
Gateway**

Hop on & Hop off



124

DOWNTOWN T.I.F. DISTRICT



**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: July 31, 2019
Re: Special Event Related Requests

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

- a) Street closures, Fondo Cedar Valley Bike Ride, August 17, 2019.
- b) Parking variance, Campus Street (students moving in), August 19-23, 2019.
- c) Street closure, West 5th Street (block/retirement party), 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.



MEMORANDUM

CEDAR FALLS POLICE DEPARTMENT

REVISED: 12-03-2003

DATE: 07/24/2019TO: Asst Chief Craig BerteFROM: Lt Dan Brown SUBJECT: Temporary Road Closure/FondoFest Festival

At your request I have reviewed the attached request for a temporary closure of a section of the area around Overman Park for a bicycle race and festival on August 17, 2019. Specifically, they would like to have E 2nd St from Main St to the alleyway (for bicycle race staging) closed from 1130-1215 hrs, and W 3rd St from Franklin St to the east side of Clay St and Clay St from W 2nd St to the south side of W 3rd St closed from 1200-2300 hrs.

This event has occurred for several years now and has not created any major problems. This year however, will be the first time the event is taking place in Overman Park. I believe that this will be a better location and it minimizes the amount of streets that we have to close. There are three sections of street where barricades need to be placed. They are aware of the cost for the placement of barricades (\$75.00).

My recommendation is to approve the road closure for this event as requested.



310 East 4th Street
Cedar Falls, IA 50613

Phone: 319-277-0213
www.communitymainstreet.org

July 11, 2019

*\$75 BARRICADE
FREE
DB*

**2019-2020
Board of Directors:**

- Amy Mohr - Chair
- Ty Kimble
- Dan Lynch
- Crystal Ford
- LeaAnn Saul
- Audrey Kittrell
- Matt Dunning
- Wynette Froehner
- Jess Marsh
- Clark Rickard
- Stephanie Sheetz
- Julie Shimek
- Brad Strouse
- Natalie Brown
- Mark Schowalter

Chief Jeff Olson
City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613

Dear Chief Olson,

On behalf of the Cedar Valley Sports Commission and Community Main Street, I am requesting the closure of several streets during the 5th annual Fondo Cedar Valley in the Cedar Falls Downtown District on Saturday August 17th, 2019.

We would like to request the closure of Second Street from Main Street to the alley on the East side of the road from 11:30am to 12:15pm this is in order to ensure the Fondo ride takes off safely from downtown. We would also like to request 3rd Street from Franklin to Clay as well as Clay Street from 2nd to 3rd from 12:00pm to 11:00pm. We would also like to request that you post "No Parking" signs prior to the event in the designated areas.

We appreciate your consideration of this request. If you have any questions or concerns, please do not hesitate to give us a call.

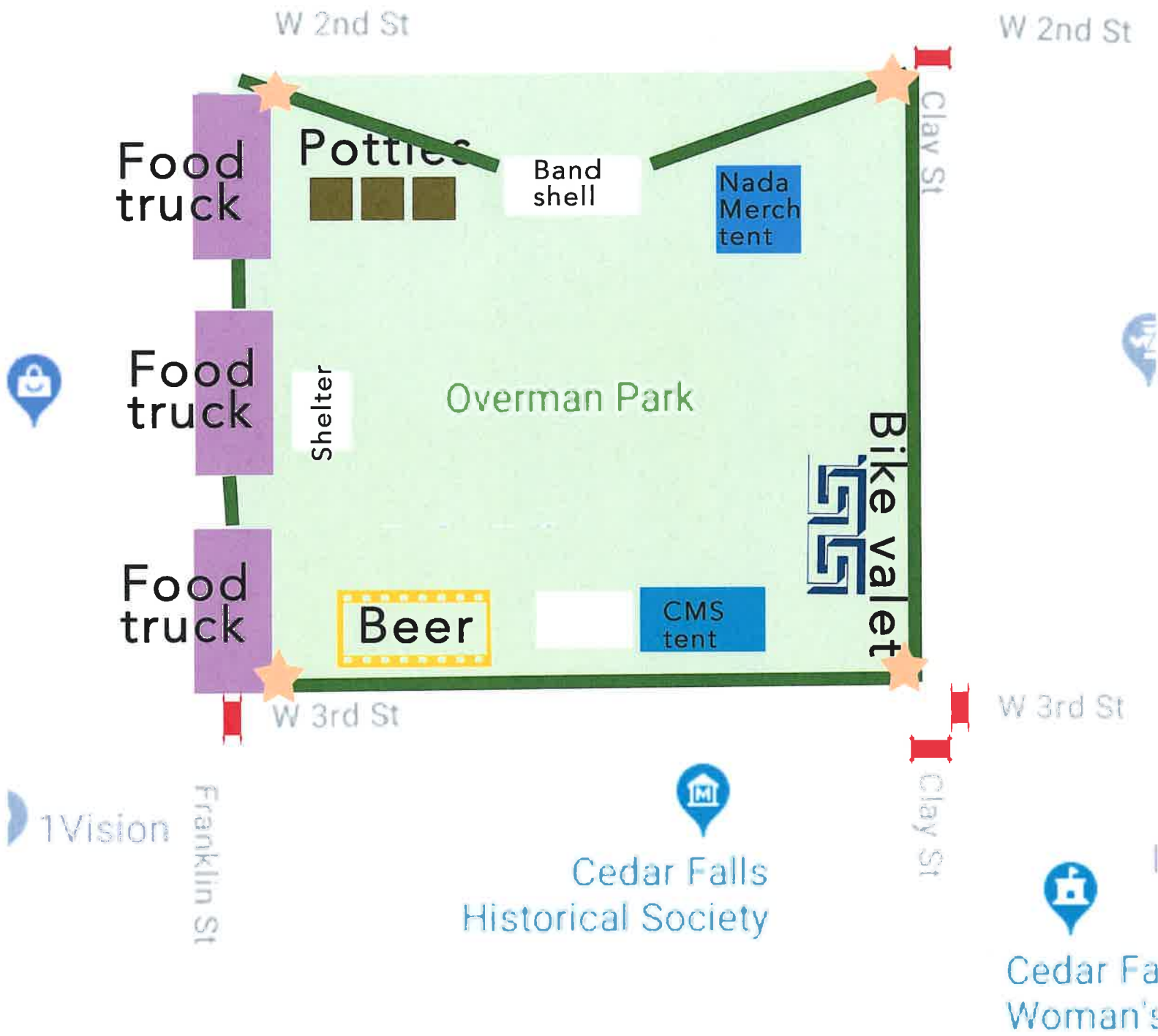
Best regards,

Carol Lilly
Director
Community Main Street

Kim Bear
Events and Promotions Coordinator
Community Main Street



- Gatekeepers 
- Fencing 
- Road barricades 





MEMORANDUM

CEDAR FALLS POLICE DEPARTMENT

REVISED: 12-03-2003

DATE: 7/24/2019

A handwritten signature in black ink, appearing to read "Martin Beckner".

TO: Director Jeff OlsonFROM: Lt. Martin BecknerSUBJECT: Campus Street Road Closure Aug 19 - 23, 2019

Director Olson,

I have received a request from Joe Tyler the Associate Director of the University of Northern Iowa's Department of Public Safety. The request is for no-parking along a section of Campus Street **from 6:00 am Monday August 19th to 6:00 pm Friday August 23rd, 2019**. The No-Parking request is to facilitate students moving into the Bender Hall Dormitory for the fall 2019 semester. The sections of requested No-Parking are all of Campus Street from Towers Center Drive south to West 22nd Street. Additionally, No-Parking is requested north from Towers Center Drive to West 19th Street on the west side of Campus Street. The restricted parking will facilitate increased traffic flow along Campus Street for the anticipated high traffic volume, and large trucks and trailers, for that week as students begin moving back into their dormitories.

Attached is the email request from Director Tyler. I have also attached a map the immediate area with the proposed No-Parking sections along Campus Street.

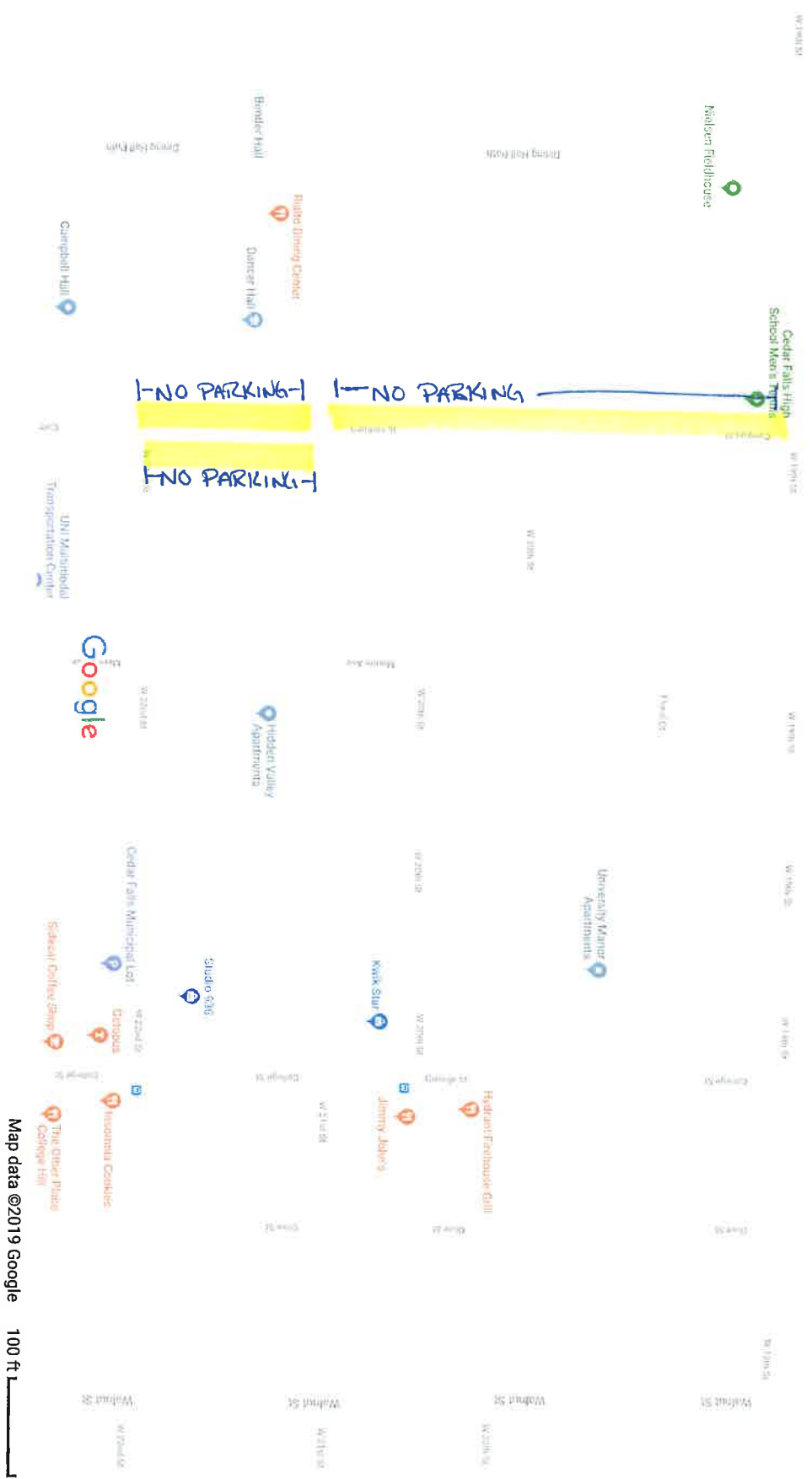
I have reviewed the request, and I would **recommend** approving the request. The restricted parking will assist with two-way traffic flow of large vehicles and the high volume of traffic. In addition, adjacent parking will still be allowed to neighboring houses and apartments, so it will not have a negative impact on those residents.

Respectfully,

A handwritten signature in black ink, appearing to read "Lt. Martin M. Beckner".

Lt. Martin M. Beckner

ITEM 18.



Marty Beckner

From: Joseph Tyler <joseph.tyler@uni.edu>
Sent: Thursday, June 20, 2019 9:15 AM
To: Marty Beckner
Subject: 2019 UNI Move-In: Requesting No & Restricted Parking on Campus St

Categories: Deadline

CAUTION: This email originated outside the City of Cedar Falls email system.
 Do not click links or open attachments unless you recognize the sender and know the content is safe.

Lt. Beckner,

With the Campus St. bridge project taking place during move-in this year, we'd like to ask the city to restrict street parking (to no parking on both sides) on Campus St. from Towers Center Drive to West 22nd Street. Additionally, we'd like to limit parking to one side on Campus St from 20th St to 19th St.

The absence of parked vehicles along those areas mentioned will help reduce traffic congestion as students and their families will only be able to leave south on Campus St from the Towers lot. Additionally, we'll be directing students to park in the Campus St Lot (North of the Tower Lot) and traffic will be heavy along 22nd, Merner, and 19th St as students and their families will travel the route to park the lot (Campus St Lot)

We're asking for the restrictions to be in place during the entire week of move-in, August 19 through August 23.

Please let me know if you have any questions or need any additional information.

Joe

--
 Joe Tyler
 Associate Director
 Department of Public Safety
 University of Northern Iowa
 30 Gilchrist Hall
 Cedar Falls, Iowa 50614-0023
 Office (319) 273-3186
 Dispatch (319) 273-2712
 Fax (319) 273-7253
 Email joseph.tyler@uni.edu



MEMORANDUM

CEDAR FALLS POLICE DEPARTMENT

REVISED: 12-03-2003

DATE: 05/15/2019TO: Chief OlsonFROM: Capt. HarrensteinSUBJECT: Road Closure Request

A handwritten signature in black ink, appearing to read "J Harrenstein". The signature is written in a cursive style and is positioned to the right of the "FROM" field.

Please see attached forms for a road closure request on 08/31/19. Mr. Neil McMahon requests the 100 block of 5th Street between Walnut and Olive Streets be closed on 08/31/19 between the hours of 5:00-10:00 PM. He further requests that a noise variance be granted for live entertainment during those time periods.

Contact was made with Mr. McMahon who was advised of a police department response to any noise complaints and that a \$25.00 barricade delivery fee must be made one week prior to the event. For Public Works purposes, barricades will need to be delivered to 5th and Walnut and 5th and Olive Streets prior to Saturday August 31st.

I do recommend council approve this request for a road closure and noise variance.

Capt. Jeff Harrenstein



HOME PAGE

DASHBOARD

MODULES



Block Party Time
5 - 10 pm

Which street and block number (Example: 400 block of West 2nd St)
5ht street bwtween Walnut and Olive

Number of people expected
75

Noise expectations
live band

Additional comments or questions
Retirement Party

Date? 8/31/19

HISTORY TRAIL

Mike Hayes
5/7/2019 6:48 AM

INSERT CANNED RESPONSE

SAVE & PUBLISH

SAVE

This comment is only viewable internally

Choose File No file chosen

Convert to PDF

For security reasons, anonymous users will not be sent attachment links or be able to view them.



REQUESTTRACKER

[VIEW SITE](#)

STATISTICS MAIN USERS

[BACK](#)

Block Party Request

NEW #2297

Category: Request ▾

Request Type: Block Par ▾

Priority: 3 - Norm ▾

Assigned To: Hayes, M ▾

Last Modified: 5/6/2019
 Submitted: 5/6/2019
 Source: Online Form
 199.168.107 109

SUBMITTER
Neil McMahon
 415 Walnut Street
 Cedar Falls, IA 50613

CONTACT
 macbabs@cfu.net
 (319)239-9359

[ADD COMMENT](#)

[PRINT WORK ORDER](#)

[PRINT HISTORY](#)

[CLOSE REQUEST](#)

CC Email List webmaster@cedarfalls.com

REQUEST DETAILS

▼ Hide Additional Details

Request for street closure for a block party.

Name
Neil McMahon

House Number
415

Street Name
Walnut Street

City
Cedar Falls

State
IA

Zip Code
50613

Contact E-Mail address
macbabs@cfu.net

Contact Phone Number (XXX)XXX-XXXX
(319)239-9359

Associated Requests

ASSOCIATE





MEMORANDUM

CEDAR FALLS POLICE DEPARTMENT

REVISED: 12-03-2003

Road closure approved - 5am - noon 200 blk W. 2nd Street
Noise variance approved 5am - noon
[Signature]

DATE: 7/06/2019

TO: Director Jeff Olson

FROM: Lt. Kelli Yates

SUBJECT: Sterrett Memorial Half Marathon Route

I have been working with the committee that is planning the Scott Sterrett Half Marathon; that is being held on Saturday, September 7, 2019. The race will take place on the streets of Cedar Falls, UNI property as well as on the trails. The race starts at 0730.

The plan is to start and finish the race in the 200 Block of W. 2nd Street. The route will proceed westbound on 2nd St. to Catherine, turn south on Catherine before turning back east on 3rd Street. The route would then continue east to Tremont. At 3rd/Tremont, the route will turn to the right and stay on Tremont until Seerley Blvd. The route will then go to the right and go west across College St., and onto the UNI Campus. At this point the route will be on the trails system and continue out and around before coming back to downtown. As the runners return they will get onto Clay Street, near the Hearst Center. The route will then continue north on Clay Street to 4th Street. The route would go right onto 4th Street for one block and then turn back to the north on Washington Street. The route then turns from Washington onto 2nd Street where the finish area would be set up.

Committee members request that the 200 Block of W. 2nd (Washington to Clay Streets) be closed from 5am-noon on 9/7/2019. Signs will be posted requesting no parking.

The plan is to utilize approximately 20 volunteers along the course and to have officers at major intersections as the runners are progressing through those intersections. The roadways will remain open, except for the 200 Block of W. 2nd. All of the runners will be advised that the roadways are open and to exercise caution.

I would also request a noise variance, as there will be a loud speaker used to get the race started and again as the race is finishing.

I will continue to work with the committee as we progress closer to the date of the event. I would request we approve this request.

THE JONES LAW FIRM
721 W. 1ST STREET
CEDAR FALLS, IOWA 50613

ITEM 18.

GARY N. JONES

(319) 266-3556
FAX (319) 266-2835

June 25, 2019

Lieutenant Kelli Yates
Cedar Falls Police Department
220 Clay Street
Cedar Falls, Iowa 50613

Re: Scott Sterrett Memorial Half Marathon

Dear Lieutenant Yates:

As a way to honor Reserve Officer Scott Sterrett, we are putting on a half marathon to raise benefits for the Cedar Falls Police Protection Association and as a way to showcase the beauty of the City of Cedar Falls and the University of Northern Iowa. The event is scheduled for September 7, 2019 with the race starting at 7:30 A.M.

We would like to start and finish the race on 2nd Street just north of City Hall and ask that 2nd Street between Washington and Clay be closed from approximately 5 A.M. until noon on the 7th. The route will proceed west on 2nd Street to Catherine, turn south for one block before turning east on 3rd Street to Tremont. Next the route will go south on Tremont to Seerley Boulevard where runners will take a right and head west across College Street which gives them an opportunity to wind through a small portion of the University of Northern Iowa campus before going under University and following the sidewalk to Jennings Drive. The route follows Jennings Drive around what used to be married student housing to the corner of Jennings and Main Street where the course will join the South Main Trail and head south under Greenhill Road past the El Dorado Heights neighborhood, over the Mayor's Bridge and head out to Prairie Lakes Park. The course will go around Prairie Lakes and come back on the trail to the intersection of Main and University. At this point runners will be on the sidewalk and will run west along University to the underpass just past New Aldaya which will take runners behind the Hearst Center and through the sculpture garden to Clay Street. The route will continue north on Clay Street to 4th Street where it takes a right turn for one block to Washington and then to 2nd Street where it turns west to the finish line.

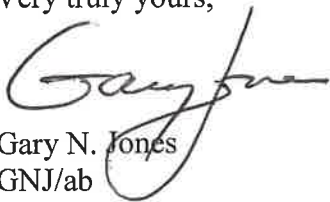
It is our intent to utilize approximately 20 volunteers along the course but we believe we will need police protection of the major intersections at the times the runners are progressing through those intersections. The intersection of 2nd and Franklin will

require police protection for a short amount of time since it is at the very start of the race, and then the intersections of 12th/Tremont, 18th/Tremont and Seerley/College as the runners go out on the course. As the runners return to the start line, the intersections of Seerley/Clay, 18th/Clay and 12th/Clay would benefit from police protection.

At this time we are anticipating between 150 and 200 runners and we will instruct all runners that the roadways are open and to exercise all due caution. It is our intent to have volunteers at all decision points so runners have very little chance of getting off course.

I would appreciate your assistance in working with the City Council on the closure of 2nd Street and approval of the race course. As is stated above, we believe this route showcases our beautiful City and honors Reserve Officer Scott Sterrett. Thank you in advance for your cooperation and if you require any additional information, please not hesitate to contact me.

Very truly yours,



Gary N. Jones
GNJ/ab



MEMORANDUM

CEDAR FALLS POLICE DEPARTMENT

REVISED: 12-03-2003

DATE: 7/25/2019

Approved
[Signature]

TO: Director Olson/Assistant Chief Berte

FROM: Lt. K. Yates

SUBJECT: Mohair Pear Presents Pear Fair: DIY Craft and Design Event

I have received a request from Barb Schilf to use the North East corner of G Lot for a vendor event. There is a map included with this request, which details the placement of a tent which they are bringing in for the event. The plan is to begin setting up the tent at 2:00 pm on Friday, September 27th, 2019. This tent will then be removed on Monday, September 30th. The lot would be closed until approximately 10:00 am. The actual event is on Saturday, September 28th from 11:00 am until 5:00 pm. The lot will need to be blocked from 2:00 pm on Friday, until approximately 10:00 am on Monday.

We have accommodated this request for several years, with no issues. The event will run in conjunction with the Oktoberfest event on Saturday, September 28th. We will also post no-parking signs 48 hours in advance, so that the parking lot will be clear for both Oktoberfest and Pear Fair.

I have made contact with Barb Schilf regarding combining these two events. I will request that the barricades for the Oktoberfest, be delivered on the morning of Sept. 27th, so that both events can be accommodated.

**MOHAIR PEAR
2209 COLLEGE ST.
CEDAR FALLS, IA**

RE: PEAR FAIR LOT G CLOSURE

27-30th

HELLO,

MOHAIR PEAR RESPECTFULLY REQUESTS THE CLOSURE OF MUNICIPAL PARKING LOT G LOCATED ON COLLEGE HILL AT THE CORNER OF 22ND AND COLLEGE ST. ON FRIDAY SEPT. 14TH AT 2PM UNTIL THE MORNING OF SUNDAY SEPT. 16 AT 11AM. PEAR FAIR TAKES PLACE ON SATURDAY SEPT. 28 FROM 11AM - 5PM.

PEAR FAIR IS AN OPEN AIR INDIE CRAFT FAIR SPONSORED BY MOHAIR PEAR. PEAR FAIR WAS FOUNDED IN 2010.

PLEASE SEE ATTACHED SITE MAP FOR MORE DETAILS. FRIDAY AND SUNDAY CLOSURE ARE FOR THE PLACEMENT AND REMOVAL OF TENTS.

YOUR CONSIDERATION IS APPRECIATED.

THANKS,

**BARB SCHILF
MOHAIR PEAR**

*FRI - 27 - Tent up
SAT - 28 - Event/OKT Fest
SUN - 29
MON 30 Tent Down*

**MORE INFO: DAVE @ 319 290 8716
BARB.MOHAIRPEAR@GMAIL.COM**

PEAR FAIR SITE MAP

ITEM 18.

OCTOPUS 2205 COLLEGE ST.

DRIVEWAY

22ND ST

G LOT

LARGE TENT #1
VENDORS

LARGE TENT #2
VENDORS

SMALL TENTS

ENTRANCE

COLLEGE ST.

NORTH >

142

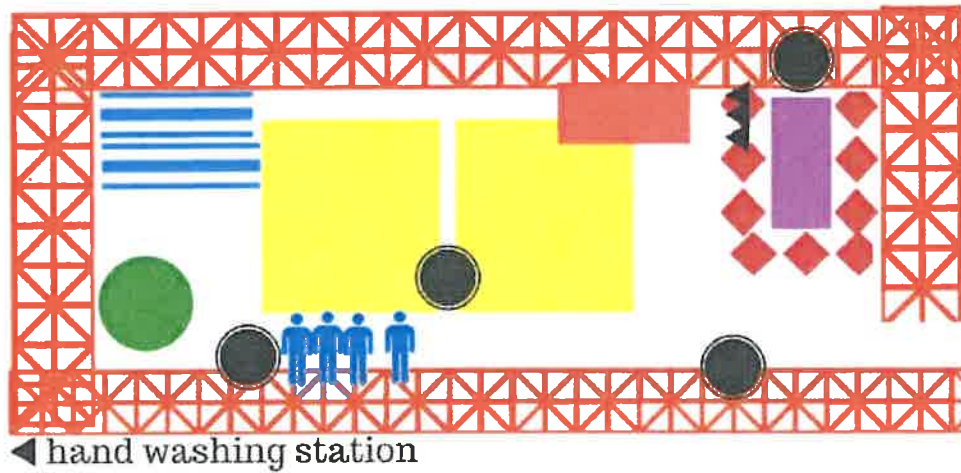
SEARCH

MAP

2nd St

W 22nd St

W 22nd



Municipal Lot
Google

La Calle

Trash Can

Octopus
Bar games



Snow Fence



table tents



Beer trailer



Tables for beer
service



music



bathroom



game area

College St



MEMORANDUM

CEDAR FALLS POLICE DEPARTMENT

REVISED: 12-03-2003

DATE: 07/19/19TO: Chief OlsonFROM: Capt. HarrensteinSUBJECT: Lot Closure / Noise Variance

Approved
JH

Please see attached request for the closure of lower G Lot and a noise variance on 09/28/19 from 5:00 PM to 11:59 PM. Alcohol will be served during the event and amplified music will be played by a DJ.

Contact was made with the requestor, Kathryn Sogard, who is aware of the \$25.00 barricade fee and requirements needed for alcohol sales.

Barricades will need to be delivered prior to 09/28/19 to facilitate the closure of the lower portion of G Lot. I would recommend council approve Ms. Sogard's request.

Capt. Jeff Harrenstein



July 16th, 2019

Captain Hayes:

The College Hill Partnership (College Hill Annual Oktoberfest) requests to have G lot just South of W 22nd Street, and West of College Street:

September 28th 2019

Date of lot closure requested: September 28th, 2019

Event being held: College Hill Annual Oktoberfest.. This event has been very successful in the past three years and the Partnership would like to see it continue. Oktoberfest will include beer sales, food sales, dj and live music (through sound system) and games in the G lot South of W 22nd Street. ID's will be checked at the closure area and those over 21 will be wristbanded. The CHP plans on having a significant number of volunteers to help monitor the event. Event will be held from 5:30pm-9pm. Prior to this with the support of Mohair Pear the CHP will plans to be selling Beer at the Annual Pear Fair.

Purpose of Event: Create community, increase business on the Hill, celebrate the Fall season.

Location of Road closure: G lot just South of W 22nd Street, and West of College Street (See Map attached)

Local business managers/owners have been informed about the event via an email and the College Hill Partnership is in full support of moving the market to the Hill for these select dates. There will no intersections being blocked and cars would not be permitted between in lot during closure time.

Request times to close street: G Lot On W 22nd Street and College Street from 5:00pm-11:59pm

If there are any questions please contact Kathryn Sogard College Hill Partnership Executive Director at 319-830-6338, or collegehillpartnership@gmail.com.

Kathryn Sogard
College Hill Partnership Executive Director

Iowa Retail Permit Application
for Cigarette/Tobacco/Nicotine/Vapor

https://tax.iowa.gov

Instructions on the reverse side

For period (MM/DD/YYYY) 08 / 12 / 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 DOLLAR GENERAL STORE #21239
Physical Location Address 1922 Valley Drive City Cedar Falls ZIP 50613
100 Mission Ridge
Mailing Address ATTN: Tax Licensing City Goodlettsville State TN ZIP 37072
Business Phone Number (615) 855-4000

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Dolgenercorp, LLC
100 Mission Ridge
Mailing Address ATTN: Tax Licensing City Goodlettsville State TN ZIP 37072
Phone Number (615) 855-4000 Fax Number (877) 364-4130 Email tax-beerandwinelicense@dollargeneral.com

Retail Information:

Types of Sales: Over-the-counter Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other Retail-General Merchandise

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) Lawrence Gatta Name (please print) V#314718
Signature Signature Tob CTY
Date 7-11-19 Date \$100

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.00
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: Cedar Falls
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 09 / 01 / 2019 through June 30, 2020

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA Fleet Farm
Physical Location Address 400 West Ridgeway Ave City Cedar Falls ZIP 50613
Mailing Address Attn: Licensing Dept / 1300 S. Lynndale Drive City Appleton State WI ZIP 54914
Business Phone Number 920-997-1403

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Fleet Farm Wholesale Supply Co. LLC
Mailing Address Attn: Licensing Dept / 1300 S. Lynndale Drive City Appleton State WI ZIP 54914
Phone Number 920-997-1403 Fax Number 920-731-5700 Email licenses@fleetfarm.com

Retail Information:


Types of Sales: Over-the-counter Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other Retail Store

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) Heath C. Ashenfelter Name (please print) _____
Signature  Signature _____
Date _____ 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

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- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 09 / 01 / 2019 through June 30, 2020

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA Fleet Farm Fuel
Physical Location Address 108 West Ridgeway Ave. City Cedar Falls ZIP 50613
Mailing Address Attn: Licensing Dept / 1300 S. Lynndale Drive City Appleton State WI ZIP 54914
Business Phone Number 920-997-1403

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Fleet Farm Wholesale Supply Co. LLC
Mailing Address Attn: Licensing Dept / 1300 S. Lynndale Drive City Appleton State WI ZIP 54914
Phone Number 920-997-1403 Fax Number 920-731-5700 Email licenses@fleetfarm.com

Retail Information:

Types of Sales: Over-the-counter Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other Retail Store

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) Heath C. Ashenfelter Name (please print) _____
Signature  Signature _____
Date _____ 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 1, 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) 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.

EASEMENT AGREEMENT

EASEMENT AGREEMENT FOR TEMPORARY USE OF PUBLIC RIGHT-OF-WAY BETWEEN THE CITY OF CEDAR FALLS, IOWA, BJ'S Holdings, LANDLORD, AND BJ'S Properties Inc, TENANT, FOR A SIDEWALK CAFÉ ON THE PUBLIC RIGHT-OF-WAY LOCATED AT 311 MAIN STREET, CEDAR FALLS, IOWA

This Agreement is made among Landlord, BJ'S Holdings, and Tenant, BJ'S Properties Inc ("Applicant"), and the City of Cedar Falls, Iowa, a municipal corporation.

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

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

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

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

WHEREAS, so long as said proposed use is consistent with the conditions set forth in this Agreement, and in Division 2, Article III, of Chapter 19 of the Cedar Falls Code of Ordinances, said use is in the public interest.

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

1. Landlord BJ'S Holdings owns certain real estate abutting the public right-of-way located in Cedar Falls, Iowa, at the following street address: 311 MAIN ST Street, Cedar Falls, Iowa; and Landlord has given Applicant/Tenant permission to operate a sidewalk café thereon as herein provided.
2. Applicant/Tenant BJ'S Properties Inc (hereinafter "Applicant") occupies said real estate abutting the public right-of-way located at said street address, and wishes to use a portion of said right-of-way for location and operation of a sidewalk café, as permitted by City regulations.
3. City and Applicant agree this Agreement shall be binding upon the successors and assigns of the parties hereto, provided that no assignment of this Agreement shall be made without the prior written consent of both parties to be attached hereto as a formal written addendum.

4. Applicant acknowledges and agrees that this Agreement is limited exclusively to the location, use and purposes listed herein for a sidewalk café, that any other uses, locations and purposes are not contemplated herein, and that any expansion of said uses, purposes or locations must be specifically agreed to in writing by the City of Cedar Falls.
5. Applicant further acknowledges and agrees that no property right is conferred by this Agreement for the use of portions of the public right-of-way, that the City is not empowered to grant permanent or perpetual use of its right-of-way for private purposes, that the City may order Applicant's use of the right-of-way to cease and desist if, for any reason, the City determines that said right-of-way is needed for a public use and should be cleared of any and all obstructions, or the City determines, pursuant to any of the provisions of Division 2 of Article III of Chapter 19 of the Cedar Falls Code of Ordinances, that continued use of the public right-of-way for a sidewalk café is not in the public interest or consistent with public safety, health or welfare, and that the Applicant shall not be entitled to any compensation should the City elect to do so.
6. Applicant also agrees to indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all claims, losses, liabilities or damages, of whatever nature, including payment of reasonable attorney fees, which may arise from the Applicant's use of the public right-of-way arising from this Agreement, or which may be caused in whole or in part by any act or omission of the Applicant including Applicant's agents or employees. Applicant further agrees to provide the City with a certificate of insurance coverage of the sidewalk café as required by Section 19-98 of the Cedar Falls Code of Ordinances.
7. Applicant further agrees to abide by all applicable federal, state, and local laws, and to maintain said sidewalk café in accordance with the approved Site Plan/Diagram. Access and egress routes shall be maintained so that crowd management, security, and emergency services personnel are able to reach any individual without undue hindrance. Applicant shall insure that there are adequate clearances between the various tables, chairs, and other sidewalk café elements such that appropriate ingress and egress routes are maintained for the safe exit of all patrons from the sidewalk café.
8. Applicant is required to submit Schematic Diagrams in connection with the use of approved fencing, ropes or other rigid structures. Applicant shall either move all sidewalk café elements inside the building comprising the restaurant which is adjacent to the sidewalk café by the closing time of the sidewalk café each night, restoring the sidewalk café to its normal condition as a pedestrian walkway, or the applicant must secure all sidewalk café elements by the closing time of the sidewalk café each night, by means of chains and locks or other secure means approved.
9. Requests for revisions or amendments to this Agreement require submittal of proposed revised Side Plans/Schematic Diagrams by Applicant and review by City staff, and formal approval by the City Council.
10. Should Applicant elect to secure sidewalk café elements by means of chains and locks or some other secure means, in lieu of moving such sidewalk café elements inside the building each night, Applicant shall obtain the prior approval of the Director of Municipal Operations & Programs for the means by which such sidewalk café elements shall be secured, so that they are secured in such a way that such sidewalk café elements cannot be used to cause damage to persons or property during the hours the sidewalk café is closed. Further, the Applicant shall obtain prior approval from the City Fire Department, to insure that the securing of such sidewalk café elements does not interfere with ingress or

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

11. City and Applicant hereby understand, acknowledge and agree that the provisions of Division 2, Sidewalk Cafes, Sections 19-92 through 19-101, of Article III, Obstructions, of Chapter 19, Streets and Sidewalks, of the Code of Ordinances of the City of Cedar Falls, Iowa, as the same now exist or as the same be amended and modified from time to time by ordinance amendment of the City Council, are hereby incorporated into, and made a part of, this Easement Agreement, and shall govern the terms, conditions and provisions of this Easement Agreement.
12. In the event of a breach of this Agreement or of the provisions of Division 2, Sidewalk Cafes, of the Cedar Falls Code of Ordinances, the City may, at its sole discretion, elect to give written notice to Applicant to remove all sidewalk café elements and/or other objects from the City's right-of-way. In the event Applicant does not comply within the time period designated in the written notice, the City may elect to remove, or direct removal of, any obstructions from the right-of-way and charge the cost of such removal and temporary storage to the Applicant and/or Landlord. Upon nonpayment of said charges, the removal costs may be certified to the Black Hawk County Assessor as a statutory lien and assessed against the property and collected in the same manner as a property tax, as provided in Section 364.12(2)(e), Code of Iowa.
13. In the event the sidewalk café elements are removed from the area for any reason, the right-of-way area and sidewalk must be restored to its original condition by the Applicant and/or Landlord, under such standards as may be promulgated by the City Engineer or City Director of Municipal Operations & Programs. The Applicant and Landlord shall be responsible for any damages to the sidewalk caused by the operation of the sidewalk café. A deposit of \$250 shall be required prior to the establishment of the sidewalk café, and shall be returned to the Applicant when the sidewalk is restored to its prior condition as determined by the City Engineer or City Director of Municipal Operations & Programs. If the Landlord/Applicant fails to restore the sidewalk to its prior condition or to the standards promulgated by the City Engineer or City Director of Municipal Operations & Programs, the City may do so and apply the deposit to the cost thereof.
14. In consideration for the City's concerns for public safety on the public right-of-way, Applicant specifically acknowledges said safety concerns and agrees to operate the sidewalk café in entire conformity with all of the rules and regulations contained in Division 2, Sidewalk Cafes, of the Cedar Falls Code of Ordinances.
15. This Easement Agreement shall terminate when Applicant's sidewalk café permit terminates, either by reason of expiration of such permit and the non-renewal thereof, or by reason of termination of the permit for noncompliance with the provisions of this Agreement, or of the provisions of Division 2, Sidewalk Cafes, of the Cedar Falls Code of Ordinances.
16. Should any section of this Agreement be found invalid by a court of competent jurisdiction, it is agreed that the remaining portions shall continue in full force and effect as though severable from the invalid portion.

Dated this 13th day of July, 20 19.

APPLICANT/TENANT

BJ's Properties Inc
(Name of Entity)

By The Rumpke Subt Grill
(Name)

owner
(Title)

APPLICANT/LANDLORD

BJ's Holdings
(Name of Entity)

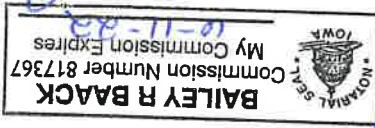
By Bruce & Johna Petersen
(Name)

owner
(Title)

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on this 1 day of July, 2019, by Bruce Petersen (name of person) as Owned and Vice Pres (title) of BJ Properties, Inc.
Applicant/Tenant.

My Commission Expires: 6-11-22
Bailey R. Baack
Notary Public in and for the State of Iowa



STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

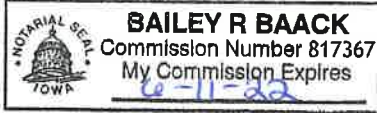
This instrument was acknowledged before me on this 1 day of July, 2019, by Bruce Petersen (name of person) as Pres and Vice Pres / Owner (title) of BJ Holdings.
Applicant/Landlord.

My Commission Expires: 6-11-22
Bailey R. Baack
Notary Public in and for the State of Iowa

Johna Petersen

CITY OF CEDAR FALLS, IOWA

By _____
James P. Brown, Mayor



ATTEST:

Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

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



DEPARTMENT OF COMMUNITY DEVELOPMENT

VISITORS, TOURISM AND CULTURAL PROGRAMS
6510 HUDSON ROAD
CEDAR FALLS, IOWA 50613
PH: 319-268-4266
FAX: 319-277-9707

MEMORANDUM

TO: Mayor Jim Brown and City Council
FROM: Kim Manning
DATE: July 23, 2019
SUBJECT: COMMUNITY BETTERMENT GRANT AGREEMENTS FOR FY20

Mayor and Council, please approve and sign the attached agreements for FY20 Community Betterment Grants.

Table with 3 columns: Organization, Project, Amount. Rows include Beau's Beautiful Blessings, Cedar Falls Community Theatre, Cedar Falls Historical Society, HusomeStrong Foundation, Volunteer Center of the Cedar Valley, Waterloo-Cedar Falls Symphony, and a Total row.

I will be happy to return a copy of the signed agreements to each of the agencies.

Thank you.

Cc: Stephanie Houk Sheetz

FY2020 COMMUNITY BETTERMENT GRANT

**AGREEMENT IN SUPPORT
OF THE
BEAU'S BEAUTIFUL BLESSINGS, INC.**

THIS AGREEMENT is entered into as of this 23rd day of May, 2019, by and between Beau's Beautiful Blessings, Inc. (hereinafter "BBB"), and the City of Cedar Falls, Black Hawk County, Iowa (hereinafter "City").

WHEREAS, the Cedar Falls City Council adopted Resolution No.15,742 on November 26, 2007, wherein the City has adopted a policy and guidelines for the consideration of funding requests from outside agencies; and

WHEREAS, the BBB is an agency that qualifies for funding from the City pursuant to its City Council Resolution No.15,742; and

WHEREAS, the BBB has proposed to the City the "Place to Play Park Project", whereby BBB will use City funds for construction and equipment for the Place to Play Park. The park will be designed as an inclusive park that increases the "playability" for people of diverse abilities, age, race, gender, ethnicity, culture and socioeconomic status in order to benefit the City of Cedar Falls; and

WHEREAS, BBB's project is explained in BBB's application filed with the City; and

WHEREAS, the City Council of City has agreed in principle to provide certain funding for said project on certain terms and conditions, and subject to certain legal requirements as stated therein, including execution of a formal agreement outlining the duties and responsibilities of the BBB and the City; and

WHEREAS, the BBB and the City have reached agreement on the precise terms and conditions under which the project will be undertaken and the funding provided, and now desire to reduce their agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED AS FOLLOWS:

1. **Recipient status.** The BBB affirms that it is a qualified recipient to receive funds from City, as it is a private, non-profit corporation organized and existing under Iowa law. The BBB shall provide proof of tax-exempt status under the Internal Revenue Service Revenue Code prior to receiving funding.
2. **Recipient mission statement.** The BBB has provided the City with its mission statement and a detailed summary from an officer or board member specifying its use of the funds, consistent with the public purpose definition of City Council.
3. **Recipient documentation.** Prior to receiving funding, BBB shall provide the following documentation to City:
 - a. Proof of business entity status, including a copy of by-laws and articles of incorporation if applicable;

- b. Complete information on the source and amount of funding received from all other sources, including but not limited to non-governmental agencies, membership dues and fees, and private contributions;
- c. Names and addresses of directors and/or officers;
- d. Line item budget for current fiscal year;
- e. List of any additional pending applications for funding to include funding source and dollar amount requested.

4. **Description of Project.** In consideration for the funding provided to BBB by the City, the BBB shall use the funds for construction and equipment for the Place to Play Park, an inclusive park. Failure to abide by this requirement shall result in a Return of Funds pursuant to Paragraph 9 of this Agreement. The BBB agrees to utilize the funds for this project.

5. **Funding.** The City agrees to provide funding in an amount not in excess of \$5,000.00 in order to support implementation of the Project.

The project Budget is established as part of the Application. Actual expenditures may exceed the amount budgeted for each major line item provided such costs are otherwise reasonable and allocable to the approved project scope of work. Total expenditures may not exceed the total funding amount authorized in this section.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** The BBB shall provide the City with a detailed accounting of the expenditure of City funds and a written report outlining BBB's performance and accomplishments within the scope of work outlined in its application, upon submitting Requests for Payment pursuant to Paragraph 7.

7. **Request for Payment.** All requests for payment or reimbursement shall be submitted by BBB to the City in accordance with a schedule to be established by the City, consistent with the bi-monthly City Council bill payment cycle. All payments or reimbursements are contingent upon receipt of the documentation required in Paragraph 6 above. City shall have a period of up to thirty (30) days from date of receipt of each request for payment and all necessary documentation, within which to make payment or reimbursement under this Agreement.

8. **Report on Project Results.** BBB agrees to provide the City with a written summary documenting the expenditure of the funds within thirty (30) days of receipt of all Funds provided in Paragraph 5 above. Such report shall include, without limitation, a description and pictures of the completed project.

9. **Return of Funds.** In the event BBB does not use funds for the intended purpose(s) or in the event BBB does not comply with the reporting requirements of Paragraph 8 above, the funds or any portion thereof shall be returned to the City prior to the end of the current fiscal year, which is June 30, 2020.

10. **Time limitation of funding.** The parties hereby acknowledge that the City is not committed or obligated to provide funds beyond the terms and conditions of this Agreement, and that any future project or program requires a separate request and is subject to City Council approval and execution of a separate written agreement. This contract however does not prohibit the BBB from requesting additional financial support from the City for other activities associated with the Project in the Cedar Valley.

11. **Recipient Board.** The Recipient Board, the Beau's Beautiful Blessings Board of Directors, will be charged with planning for the appropriate expenditure of City grant funds in accordance with this Agreement.

12. **Termination.** Either party may terminate this contract at any time if:
- a. The other party materially breaches the terms of this contract; provided that the non-breaching party shall have given the breaching party written notice of such breach and the breaching party shall have failed to cure the same within (30) days after receipt of such notice;
 - b. There is the loss or departure of key personnel that would jeopardize both the quality and time of performance or would make performance impractical with respect to budget contemplated for this contract, and a mutually acceptable replacement cannot be found; or
 - c. Performance of any part of this contract by a party is prevented or delayed by reason of Force Majeure and cannot be overcome by reasonable diligence to satisfaction of either party.

In addition, either party may terminate this contract for any reason with 60 days written notice to the other party.

In the event of termination, immediate written notice shall be given by the authorized official of the party requesting termination to the other party which should specify both the reason for and the effective date of termination. Such notice shall be delivered by Certified Mail, return receipt requested, or in person to the authorized official of the other party who executed this agreement.

13. **Liability.** BBB and the City agree that each party shall be responsible for its acts or omissions and the acts or omissions of its employees, officers, directors, agents or volunteers, to the extent allowed by law.

The City, a municipal corporation under Iowa law, is self-insured subject to Chapter 670, Code of Iowa (Tort Liability of Governmental Subdivisions), which is the exclusive remedy for processing tort claims against the City.

Nothing contained in this Agreement shall vary or modify in any manner any governmental immunity which any party to this agreement, or its officers, directors, employees, agents or volunteers, may enjoy under any statute or rule of law, except to the extent provided in Section 670.7, Code of Iowa (2019), with respect to the procurement of insurance, and then only to the extent stated in the insurance policy and only as to those exceptions contained in Section 670.4, Code of Iowa (2019).

14. **Legal Expenses.** The BBB agrees that all legal expenses incurred by the City in connection with the defense of any claim made or brought against the City that is directly related to BBB's performance, or the performance of BBB's employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of BBB.

15. **Terms of Agreement Control Over the Application.** The parties acknowledge that the provisions of this Agreement are controlling and shall define the duties, responsibilities and conditions under which the Project shall be completed. Any and all provisions of BBB's Application describing the Project, which are inconsistent with the provisions of this Agreement, shall be ineffective. All persons who meet the eligibility requirements as defined in this

Agreement shall be entitled to participate in the Project, regardless of race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other criteria, which by law constitutes unlawful discrimination.

16. **Entire Agreement.** This Agreement, together with the Application to the extent not inconsistent with the terms hereof, constitute the entire agreement between the parties with respect to the subject matter hereof. There are no other oral or written promises or understandings except as expressly provided herein. This Agreement may be amended only by a written agreement signed by the parties hereto.

17. **Term of Agreement.** This Agreement covers the period from July 1, 2019 through and including June 30, 2020.

IN WITNESS WHEREOF, the parties have subscribed this Agreement effective as of the date stated above.

Beau's Beautiful Blessings, Inc.

By: Amanda Weichers

City of Cedar Falls, Iowa

By: James P. Brown, Mayor

ATTEST:

Jacqueline Daniels, MMC
City Clerk

FY2020 COMMUNITY BETTERMENT GRANT

**AGREEMENT IN SUPPORT
OF THE
CEDAR FALLS COMMUNITY THEATRE, INC.**

THIS AGREEMENT is entered into as of this 20th day of May, 2019, by and between the Cedar Falls Community Theatre, Inc., (hereinafter "CFCT"), and the City of Cedar Falls, Black Hawk County, Iowa (hereinafter "City").

WHEREAS, the Cedar Falls City Council adopted Resolution No.15,742 on November 26, 2007, wherein the City has adopted a policy and guidelines for the consideration of funding requests from outside agencies; and

WHEREAS, CFCT is an agency that qualifies for funding from the City pursuant to its City Council Resolution No.15,742; and

WHEREAS, the CFCT has proposed to the City its "Oster Regent Theatre/Sound Equipment" project, whereby CFCT will use City funds for enhancing the backstage area to support theatrical musicals and plays in order to benefit the City of Cedar Falls; and

WHEREAS, CFCT's project is explained in CFCT's application filed with the City; and

WHEREAS, the City Council of City has agreed in principle to provide certain funding for said project on certain terms and conditions, and subject to certain legal requirements as stated therein, including execution of a formal agreement outlining the duties and responsibilities of CFCT and the City; and

WHEREAS, CFCT and the City have reached agreement on the precise terms and conditions under which the project will be undertaken and the funding provided, and now desire to reduce their agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED AS FOLLOWS:

1. **Recipient status.** The CFCT affirms that it is a qualified recipient to receive funds from City, as it is a private, non-profit corporation organized and existing under Iowa law. The CFCT shall provide proof of tax exempt status under the Internal Revenue Service Revenue Code prior to receiving funding.

2. **Recipient mission statement.** The CFCT has provided the City with its mission statement and a detailed summary from an officer or board member specifying its use of the funds, consistent with the public purpose definition of City Council.

3. **Recipient documentation.** Prior to receiving funding, CFCT shall provide the following documentation to City:

- a. Proof of business entity status, including a copy of by-laws and articles of incorporation if applicable;

- b. Complete information on the source and amount of funding received from all other sources, including but not limited to non-governmental agencies, membership dues and fees, and private contributions;
- c. Names and addresses of directors and/or officers;
- d. Line item budget for current fiscal year;
- e. List of any additional pending applications for funding to include funding source and dollar amount requested.

4. **Description of Project.** In consideration for the funding provided to CFCT by the City, the CFCT shall utilize the funds to enhance the backstage area. This includes installing some power lifts, hoists & chain crawlers, scenery display & projection, and stage lighting instruments. Failure to abide by this requirement shall result in a Return of Funds pursuant to Paragraph 9 of this Agreement. The CFCT agrees to utilize the funds for this project.

5. **Funding.** The City agrees to provide funding in an amount not in excess of \$6,000.00 in order to support implementation of the Project.

The project Budget is established as part of the Application. Actual expenditures may exceed the amount budgeted for each major line item provided such costs are otherwise reasonable and allocable to the approved project scope of work. Total expenditures may not exceed the total funding amount authorized in this section.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** The CFCT shall provide the City with a detailed accounting of the expenditure of City funds and a written report outlining CFCT's performance and accomplishments within the scope of work outlined in its application, upon submitting Requests for Payment pursuant to Paragraph 7.

7. **Request for Payment.** All requests for payment or reimbursement shall be submitted by CFCT to the City in accordance with a schedule to be established by the City, consistent with the bi-monthly City Council bill payment cycle. All payments or reimbursements are contingent upon receipt of the documentation required in Paragraph 6 above. City shall have a period of up to thirty (30) days from date of receipt of each request for payment and all necessary documentation, within which to make payment or reimbursement under this Agreement.

8. **Report on Project Results.** The CFCT agrees to provide the City with a written summary documenting the results of the Project within thirty (30) days of receipt of all Funds provided in Paragraph 5 above. Such report shall include, without limitation, a description and pictures of the completed project.

9. **Return of Funds.** In the event CFCT does not use funds for the intended purpose(s) or in the event CFCT does not comply with the reporting requirements of Paragraph 8 above, the funds or any portion thereof shall be returned to the City prior to the end of the current fiscal year, which is June 30, 2020.

10. **Time limitation of funding.** The parties hereby acknowledge that the City is not committed or obligated to provide funds beyond the terms and conditions of this Agreement, and that any future project or program requires a separate request and is subject to City Council approval and execution of a separate written agreement. This contract however does not

prohibit the CFCT from requesting additional financial support from the City for other activities associated with the Project in the Cedar Valley.

11. **Recipient Board.** The Recipient Board, the Cedar Falls Community Theatre Board of Directors, will be charged with planning for the appropriate expenditure of City grant funds in accordance with this Agreement.

12. **Termination.** Either party may terminate this contract at any time if:

- a. The other party materially breaches the terms of this contract; provided that the non-breaching party shall have given the breaching party written notice of such breach and the breaching party shall have failed to cure the same within (30) days after receipt of such notice;
- b. There is the loss or departure of key personnel that would jeopardize both the quality and time of performance or would make performance impractical with respect to budget contemplated for this contract, and a mutually acceptable replacement cannot be found; or
- c. Performance of any part of this contract by a party is prevented or delayed by reason of Force Majeure and cannot be overcome by reasonable diligence to satisfaction of either party.

In addition, either party may terminate this contract for any reason with 60 days written notice to the other party.

In the event of termination, immediate written notice shall be given by the authorized official of the party requesting termination to the other party which should specify both the reason for and the effective date of termination. Such notice shall be delivered by Certified Mail, return receipt requested, or in person to the authorized official of the other party who executed this agreement.

13. **Liability.** The CFCT and the City agree that each party shall be responsible for its acts or omissions and the acts or omissions of its employees, officers, directors, agents or volunteers, to the extent allowed by law.

The City, a municipal corporation under Iowa law, is self-insured subject to Chapter 670, Code of Iowa (Tort Liability of Governmental Subdivisions), which is the exclusive remedy for processing tort claims against the City.

Nothing contained in this Agreement shall vary or modify in any manner any governmental immunity which any party to this agreement, or its officers, directors, employees, agents or volunteers, may enjoy under any statute or rule of law, except to the extent provided in Section 670.7, Code of Iowa (2019), with respect to the procurement of insurance, and then only to the extent stated in the insurance policy and only as to those exceptions contained in Section 670.4, Code of Iowa (2019).

14. **Legal Expenses.** The CFCT agrees that all legal expenses incurred by the City in connection with the defense of any claim made or brought against the City that is directly related to CFCT's performance, or the performance of CFCT's employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of CFCT.

15. **Terms of Agreement Control Over the Application.** The parties acknowledge that the provisions of this Agreement are controlling and shall define the duties, responsibilities and conditions under which the Project shall be completed. Any and all provisions of CFCT's

Application describing the Project, which are inconsistent with the provisions of this Agreement, shall be ineffective. All persons who meet the eligibility requirements as defined in this Agreement shall be entitled to participate in the Project, regardless of race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other criteria which by law constitutes unlawful discrimination.

16. Entire Agreement. This Agreement, together with the Application to the extent not inconsistent with the terms hereof, constitutes the entire agreement between the parties with respect to the subject matter hereof. There are no other oral or written promises or understandings except as expressly provided herein. This Agreement may be amended only by a written agreement signed by the parties hereto.

17. Term of Agreement. This Agreement covers the period from July 1, 2019 through and including June 30, 2020.

IN WITNESS WHEREOF, the parties have subscribed this Agreement effective as of the date stated above.

CEDAR FALLS COMMUNITY THEATRE, INC.

By: John Laysich
General Manager

City of Cedar Falls, Iowa

By: _____
James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC
City Clerk

FY2020 COMMUNITY BETTERMENT GRANT

**AGREEMENT IN SUPPORT
OF THE
CEDAR FALLS HISTORICAL SOCIETY**

THIS AGREEMENT is entered into as of this _____ day of _____, 2019, by and between the Cedar Falls Historical Society (hereinafter "CFHS"), and the City of Cedar Falls, Black Hawk County, Iowa (hereinafter "City").

WHEREAS, the Cedar Falls City Council adopted Resolution No.15,742 on November 26, 2007, wherein the City has adopted a policy and guidelines for the consideration of funding requests from outside agencies; and

WHEREAS, the CFHS is an agency that qualifies for funding from the City pursuant to its City Council Resolution No.15,742; and

WHEREAS, the CFHS has proposed to the City its "Connect & Protect: A New Education and Curatorial Center" project, whereby CFHS will use City funds towards the cost of construction for the new education and curatorial center, in order to benefit the City of Cedar Falls; and

WHEREAS, CFHS's project is explained in CFHS's application filed with the City; and

WHEREAS, the City Council of City has agreed in principle to provide certain funding for said project on certain terms and conditions, and subject to certain legal requirements as stated therein, including execution of a formal agreement outlining the duties and responsibilities of the CFHS and the City; and

WHEREAS, the CFHS and the City have reached agreement on the precise terms and conditions under which the project will be undertaken and the funding provided, and now desire to reduce their agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED AS FOLLOWS:

1. **Recipient status.** The CFHS affirms that it is a qualified recipient to receive funds from City, as it is a private, non-profit corporation organized and existing under Iowa law. The CFHS shall provide proof of tax-exempt status under the Internal Revenue Service Revenue Code prior to receiving funding.

2. **Recipient mission statement.** The CFHS has provided the City with its mission statement and a detailed summary from an officer or board member specifying its use of the funds, consistent with the public purpose definition of City Council.

3. **Recipient documentation.** Prior to receiving funding, CFHS shall provide the following documentation to City:

- a. Proof of business entity status, including a copy of by-laws and articles of incorporation if applicable;

- b. Complete information on the source and amount of funding received from all other sources, including but not limited to non-governmental agencies, membership dues and fees, and private contributions;
- c. Names and addresses of directors and/or officers;
- d. Line item budget for current fiscal year;
- e. List of any additional pending applications for funding to include funding source and dollar amount requested.

4. **Description of Project.** In consideration for the funding provided to CFHS by the City, the CFHS shall use the funds towards the cost of construction for the new education and curatorial center. The grant funds will be used for renovating and adding onto the existing building at 315 Clay Street. Failure to abide by this requirement shall result in a Return of Funds pursuant to Paragraph 9 of this Agreement. The CFHS agrees to utilize the funds for this project.

5. **Funding.** The City agrees to provide funding in an amount not in excess of \$5,000.00 in order to support implementation of the Project.

The project Budget is established as part of the Application. Actual expenditures may exceed the amount budgeted for each major line item provided such costs are otherwise reasonable and allocable to the approved project scope of work. Total expenditures may not exceed the total funding amount authorized in this section.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** The CFHS shall provide the City with a detailed accounting of the expenditure of City funds and a written report outlining CFHS's performance and accomplishments within the scope of work outlined in its application, upon submitting Requests for Payment pursuant to Paragraph 7.

7. **Request for Payment.** All requests for payment or reimbursement shall be submitted by CFHS to the City in accordance with a schedule to be established by the City, consistent with the bi-monthly City Council bill payment cycle. All payments or reimbursements are contingent upon receipt of the documentation required in Paragraph 6 above. City shall have a period of up to thirty (30) days from date of receipt of each request for payment and all necessary documentation, within which to make payment or reimbursement under this Agreement.

8. **Report on Project Results.** CFHS agrees to provide the City with a written summary documenting the expenditure of the funds within thirty (30) days of receipt of all Funds provided in Paragraph 5 above. Such report shall include, without limitation, a description and pictures of the completed project.

9. **Return of Funds.** In the event CFHS does not use funds for the intended purpose(s) or in the event CFHS does not comply with the reporting requirements of Paragraph 8 above, the funds or any portion thereof shall be returned to the City prior to the end of the current fiscal year, which is June 30, 2020.

10. **Time limitation of funding.** The parties hereby acknowledge that the City is not committed or obligated to provide funds beyond the terms and conditions of this Agreement, and that any future project or program requires a separate request and is subject to City Council approval and execution of a separate written agreement. This contract however does not

prohibit the CFHS from requesting additional financial support from the City for other activities associated with the Project in the Cedar Valley.

11. **Recipient Board.** The Recipient Board, the Cedar Falls Historical Society Board of Directors, will be charged with planning for the appropriate expenditure of City grant funds in accordance with this Agreement.

12. **Termination.** Either party may terminate this contract at any time if:

- a. The other party materially breaches the terms of this contract; provided that the non-breaching party shall have given the breaching party written notice of such breach and the breaching party shall have failed to cure the same within (30) days after receipt of such notice;
- b. There is the loss or departure of key personnel that would jeopardize both the quality and time of performance or would make performance impractical with respect to budget contemplated for this contract, and a mutually acceptable replacement cannot be found; or
- c. Performance of any part of this contract by a party is prevented or delayed by reason of Force Majeure and cannot be overcome by reasonable diligence to satisfaction of either party.

In addition, either party may terminate this contract for any reason with 60 days written notice to the other party.

In the event of termination, immediate written notice shall be given by the authorized official of the party requesting termination to the other party which should specify both the reason for and the effective date of termination. Such notice shall be delivered by Certified Mail, return receipt requested, or in person to the authorized official of the other party who executed this agreement.

13. **Liability.** CFCH and the City agree that each party shall be responsible for its acts or omissions and the acts or omissions of its employees, officers, directors, agents or volunteers, to the extent allowed by law.

The City, a municipal corporation under Iowa law, is self-insured subject to Chapter 670, Code of Iowa (Tort Liability of Governmental Subdivisions), which is the exclusive remedy for processing tort claims against the City.

Nothing contained in this Agreement shall vary or modify in any manner any governmental immunity which any party to this agreement, or its officers, directors, employees, agents or volunteers, may enjoy under any statute or rule of law, except to the extent provided in Section 670.7, Code of Iowa (2019), with respect to the procurement of insurance, and then only to the extent stated in the insurance policy and only as to those exceptions contained in Section 670.4, Code of Iowa (2019).

14. **Legal Expenses.** The CFHS agrees that all legal expenses incurred by the City in connection with the defense of any claim made or brought against the City that is directly related to CFHS's performance, or the performance of CFHS's employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of CFHS.

15. **Terms of Agreement Control Over the Application.** The parties acknowledge that the provisions of this Agreement are controlling and shall define the duties, responsibilities and conditions under which the Project shall be completed. Any and all provisions of CFHS's

Application describing the Project, which are inconsistent with the provisions of this Agreement, shall be ineffective. All persons who meet the eligibility requirements as defined in this Agreement shall be entitled to participate in the Project, regardless of race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other criteria, which by law constitutes unlawful discrimination.

16. Entire Agreement. This Agreement, together with the Application to the extent not inconsistent with the terms hereof, constitute the entire agreement between the parties with respect to the subject matter hereof. There are no other oral or written promises or understandings except as expressly provided herein. This Agreement may be amended only by a written agreement signed by the parties hereto.

17. Term of Agreement. This Agreement covers the period from July 1, 2019 through and including June 30, 2020.

IN WITNESS WHEREOF, the parties have subscribed this Agreement effective as of the date stated above.

Cedar Falls Historical Society

By: Corrie Elderts 5/16/19

City of Cedar Falls, Iowa

By: _____
James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC
City Clerk

FY2020 COMMUNITY BETTERMENT GRANT

**AGREEMENT IN SUPPORT
OF THE
HUSOMESTRONG FOUNDATION**

THIS AGREEMENT is entered into as of this _____ day of _____, 2019, by and between HusomeStrong Foundation (hereinafter "HSF"), and the City of Cedar Falls, Black Hawk County, Iowa (hereinafter "City").

WHEREAS, the Cedar Falls City Council adopted Resolution No.15,742 on November 26, 2007, wherein the City has adopted a policy and guidelines for the consideration of funding requests from outside agencies; and

WHEREAS, the HSF is an agency that qualifies for funding from the City pursuant to its City Council Resolution No.15,742; and

WHEREAS, the HSF has proposed to the City the "Cedar Falls Adaptive Golf Initiative Project", whereby HSF will use City funds to make golf courses accessible for people living with a disability in order to benefit the City of Cedar Falls; and

WHEREAS, HSF's project is explained in HSF's application filed with the City; and

WHEREAS, the City Council of City has agreed in principle to provide certain funding for said project on certain terms and conditions, and subject to certain legal requirements as stated therein, including execution of a formal agreement outlining the duties and responsibilities of the HSF and the City; and

WHEREAS, the HSF and the City have reached agreement on the precise terms and conditions under which the project will be undertaken and the funding provided, and now desire to reduce their agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED AS FOLLOWS:

1. **Recipient status.** The HSF affirms that it is a qualified recipient to receive funds from City, as it is a private, non-profit corporation organized and existing under Iowa law. The HSF shall provide proof of tax-exempt status under the Internal Revenue Service Revenue Code prior to receiving funding.

2. **Recipient mission statement.** The HSF has provided the City with its mission statement and a detailed summary from an officer or board member specifying its use of the funds, consistent with the public purpose definition of City Council.

3. **Recipient documentation.** Prior to receiving funding, HSF shall provide the following documentation to City:

- a. Proof of business entity status, including a copy of by-laws and articles of incorporation if applicable;

- b. Complete information on the source and amount of funding received from all other sources, including but not limited to non-governmental agencies, membership dues and fees, and private contributions;
- c. Names and addresses of directors and/or officers;
- d. Line item budget for current fiscal year;
- e. List of any additional pending applications for funding to include funding source and dollar amount requested.

4. **Description of Project.** In consideration for the funding provided to HSF by the City, the HSF shall use the funds for the purchase of an adaptive golf cart. Failure to abide by this requirement shall result in a Return of Funds pursuant to Paragraph 9 of this Agreement. The HSF agrees to utilize the funds for this project.

5. **Funding.** The City agrees to provide funding in an amount not in excess of \$6,230.00 in order to support implementation of the Project.

The project Budget is established as part of the Application. Actual expenditures may exceed the amount budgeted for each major line item provided such costs are otherwise reasonable and allocable to the approved project scope of work. Total expenditures may not exceed the total funding amount authorized in this section.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** The HSF shall provide the City with a detailed accounting of the expenditure of City funds and a written report outlining HSF's performance and accomplishments within the scope of work outlined in its application, upon submitting Requests for Payment pursuant to Paragraph 7.

7. **Request for Payment.** All requests for payment or reimbursement shall be submitted by HSF to the City in accordance with a schedule to be established by the City, consistent with the bi-monthly City Council bill payment cycle. All payments or reimbursements are contingent upon receipt of the documentation required in Paragraph 6 above. City shall have a period of up to thirty (30) days from date of receipt of each request for payment and all necessary documentation, within which to make payment or reimbursement under this Agreement.

8. **Report on Project Results.** HSF agrees to provide the City with a written summary documenting the expenditure of the funds within thirty (30) days of receipt of all Funds provided in Paragraph 5 above. Such report shall include, without limitation, a description and pictures of the completed project.

9. **Return of Funds.** In the event HSF does not use funds for the intended purpose(s) or in the event HSF does not comply with the reporting requirements of Paragraph 8 above, the funds or any portion thereof shall be returned to the City prior to the end of the current fiscal year, which is June 30, 2020.

10. **Time limitation of funding.** The parties hereby acknowledge that the City is not committed or obligated to provide funds beyond the terms and conditions of this Agreement, and that any future project or program requires a separate request and is subject to City Council approval and execution of a separate written agreement. This contract however does not prohibit the HSF from requesting additional financial support from the City for other activities associated with the Project in the Cedar Valley.

11. **Recipient Board.** The Recipient Board, the HusomeStrong Foundation Board of Directors, will be charged with planning for the appropriate expenditure of City grant funds in accordance with this Agreement.

12. **Termination.** Either party may terminate this contract at any time if:

- a. The other party materially breaches the terms of this contract; provided that the non-breaching party shall have given the breaching party written notice of such breach and the breaching party shall have failed to cure the same within (30) days after receipt of such notice;
- b. There is the loss or departure of key personnel that would jeopardize both the quality and time of performance or would make performance impractical with respect to budget contemplated for this contract, and a mutually acceptable replacement cannot be found; or
- c. Performance of any part of this contract by a party is prevented or delayed by reason of Force Majeure and cannot be overcome by reasonable diligence to satisfaction of either party.

In addition, either party may terminate this contract for any reason with 60 days written notice to the other party.

In the event of termination, immediate written notice shall be given by the authorized official of the party requesting termination to the other party which should specify both the reason for and the effective date of termination. Such notice shall be delivered by Certified Mail, return receipt requested, or in person to the authorized official of the other party who executed this agreement.

13. **Liability.** HSF and the City agree that each party shall be responsible for its acts or omissions and the acts or omissions of its employees, officers, directors, agents or volunteers, to the extent allowed by law.

The City, a municipal corporation under Iowa law, is self-insured subject to Chapter 670, Code of Iowa (Tort Liability of Governmental Subdivisions), which is the exclusive remedy for processing tort claims against the City.

Nothing contained in this Agreement shall vary or modify in any manner any governmental immunity which any party to this agreement, or its officers, directors, employees, agents or volunteers, may enjoy under any statute or rule of law, except to the extent provided in Section 670.7, Code of Iowa (2019), with respect to the procurement of insurance, and then only to the extent stated in the insurance policy and only as to those exceptions contained in Section 670.4, Code of Iowa (2019).

14. **Legal Expenses.** The HSF agrees that all legal expenses incurred by the City in connection with the defense of any claim made or brought against the City that is directly related to HSF's performance, or the performance of HSF's employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of HSF.

15. **Terms of Agreement Control Over the Application.** The parties acknowledge that the provisions of this Agreement are controlling and shall define the duties, responsibilities and conditions under which the Project shall be completed. Any and all provisions of HSF's Application describing the Project, which are inconsistent with the provisions of this Agreement, shall be ineffective. All persons who meet the eligibility requirements as defined in this

Agreement shall be entitled to participate in the Project, regardless of race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other criteria, which by law constitutes unlawful discrimination.

16. Entire Agreement. This Agreement, together with the Application to the extent not inconsistent with the terms hereof, constitute the entire agreement between the parties with respect to the subject matter hereof. There are no other oral or written promises or understandings except as expressly provided herein. This Agreement may be amended only by a written agreement signed by the parties hereto.

17. Term of Agreement. This Agreement covers the period from July 1, 2019 through and including June 30, 2020.

IN WITNESS WHEREOF, the parties have subscribed this Agreement effective as of the date stated above.

HusomeStrong Foundation

By: 

City of Cedar Falls, Iowa

By: _____
James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC
City Clerk

FY2020 COMMUNITY BETTERMENT GRANT

AGREEMENT IN SUPPORT
OF THE
VOLUNTEER CENTER OF THE CEDAR VALLEY

THIS AGREEMENT is entered into as of this 22 day of May, 2019, by and between the Volunteer Center of the Cedar Valley (hereinafter "VCCV"), and the City of Cedar Falls, Black Hawk County, Iowa (hereinafter "City").

WHEREAS, the Cedar Falls City Council adopted Resolution No.15,742 on November 26, 2007, wherein the City has adopted a policy and guidelines for the consideration of funding requests from outside agencies; and

WHEREAS, the VCCV is an agency that qualifies for funding from the City pursuant to its City Council Resolution No.15,742; and

WHEREAS, the VCCV has proposed to the City its "Partners in Volunteerism Project", whereby VCCV will use City funds to assist with the marketing to, recruitment of, designing programs, and planning for local employers in Cedar Falls to engage their employees in service experiences in order to benefit the City of Cedar Falls; and

WHEREAS, VCCV's project is explained in VCCV's application filed with the City; and

WHEREAS, the City Council of City has agreed in principle to provide certain funding for said project on certain terms and conditions, and subject to certain legal requirements as stated therein, including execution of a formal agreement outlining the duties and responsibilities of the VCCV and the City; and

WHEREAS, the VCCV and the City have reached agreement on the precise terms and conditions under which the project will be undertaken and the funding provided, and now desire to reduce their agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED AS FOLLOWS:

1. **Recipient status.** The VCCV affirms that it is a qualified recipient to receive funds from City, as it is a private, non-profit corporation organized and existing under Iowa law. The VCCV shall provide proof of tax-exempt status under the Internal Revenue Service Revenue Code prior to receiving funding.
2. **Recipient mission statement.** The VCCV has provided the City with its mission statement and a detailed summary from an officer or board member specifying its use of the funds, consistent with the public purpose definition of City Council.
3. **Recipient documentation.** Prior to receiving funding, VCCV shall provide the following documentation to City:
 - a. Proof of business entity status, including a copy of by-laws and articles of incorporation if applicable;

- b. Complete information on the source and amount of funding received from all other sources, including but not limited to non-governmental agencies, membership dues and fees, and private contributions;
- c. Names and addresses of directors and/or officers;
- d. Line item budget for current fiscal year;
- e. List of any additional pending applications for funding to include funding source and dollar amount requested.

4. **Description of Project.** In consideration for the funding provided to VCCV by the City, the VCCV shall use the funds for staff time to manage recruitment and program and volunteer opportunity development as well as design and printing of marketing and recruitment materials to engage these additional Partners in Volunteerism. Failure to abide by this requirement shall result in a Return of Funds pursuant to Paragraph 9 of this Agreement. The VCCV agrees to utilize the funds for this project.

5. **Funding.** The City agrees to provide funding in an amount not in excess of \$2,500.00 in order to support implementation of the Project.

The project Budget is established as part of the Application. Actual expenditures may exceed the amount budgeted for each major line item provided such costs are otherwise reasonable and allocable to the approved project scope of work. Total expenditures may not exceed the total funding amount authorized in this section.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** The VCCV shall provide the City with a detailed accounting of the expenditure of City funds and a written report outlining VCCV's performance and accomplishments within the scope of work outlined in its application, upon submitting Requests for Payment pursuant to Paragraph 7.

7. **Request for Payment.** All requests for payment or reimbursement shall be submitted by VCCV to the City in accordance with a schedule to be established by the City, consistent with the bi-monthly City Council bill payment cycle. All payments or reimbursements are contingent upon receipt of the documentation required in Paragraph 6 above. City shall have a period of up to thirty (30) days from date of receipt of each request for payment and all necessary documentation, within which to make payment or reimbursement under this Agreement.

8. **Report on Project Results.** VCCV agrees to provide the City with a written summary documenting the expenditure of the funds within thirty (30) days of receipt of all Funds provided in Paragraph 5 above. Such report shall include, without limitation, a description and pictures of the completed project.

9. **Return of Funds.** In the event VCCV does not use funds for the intended purpose(s) or in the event VCCV does not comply with the reporting requirements of Paragraph 8 above, the funds or any portion thereof shall be returned to the City prior to the end of the current fiscal year, which is June 30, 2020.

10. **Time limitation of funding.** The parties hereby acknowledge that the City is not committed or obligated to provide funds beyond the terms and conditions of this Agreement, and that any future project or program requires a separate request and is subject to City Council approval and execution of a separate written agreement. This contract however does not

prohibit the VCCV from requesting additional financial support from the City for other activities associated with the Project in the Cedar Valley.

11. **Recipient Board.** The Recipient Board, the Volunteer Center of the Cedar Valley Board of Directors, will be charged with planning for the appropriate expenditure of City grant funds in accordance with this Agreement.

12. **Termination.** Either party may terminate this contract at any time if:

- a. The other party materially breaches the terms of this contract; provided that the non-breaching party shall have given the breaching party written notice of such breach and the breaching party shall have failed to cure the same within (30) days after receipt of such notice;
- b. There is the loss or departure of key personnel that would jeopardize both the quality and time of performance or would make performance impractical with respect to budget contemplated for this contract, and a mutually acceptable replacement cannot be found; or
- c. Performance of any part of this contract by a party is prevented or delayed by reason of Force Majeure and cannot be overcome by reasonable diligence to satisfaction of either party.

In addition, either party may terminate this contract for any reason with 60 days written notice to the other party.

In the event of termination, immediate written notice shall be given by the authorized official of the party requesting termination to the other party which should specify both the reason for and the effective date of termination. Such notice shall be delivered by Certified Mail, return receipt requested, or in person to the authorized official of the other party who executed this agreement.

13. **Liability.** VCCV and the City agree that each party shall be responsible for its acts or omissions and the acts or omissions of its employees, officers, directors, agents or volunteers, to the extent allowed by law.

The City, a municipal corporation under Iowa law, is self-insured subject to Chapter 670, Code of Iowa (Tort Liability of Governmental Subdivisions), which is the exclusive remedy for processing tort claims against the City.

Nothing contained in this Agreement shall vary or modify in any manner any governmental immunity which any party to this agreement, or its officers, directors, employees, agents or volunteers, may enjoy under any statute or rule of law, except to the extent provided in Section 670.7, Code of Iowa (2019), with respect to the procurement of insurance, and then only to the extent stated in the insurance policy and only as to those exceptions contained in Section 670.4, Code of Iowa (2019).

14. **Legal Expenses.** The VCCV agrees that all legal expenses incurred by the City in connection with the defense of any claim made or brought against the City that is directly related to VCCV's performance, or the performance of VCCV's employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of VCCV.

15. **Terms of Agreement Control Over the Application.** The parties acknowledge that the provisions of this Agreement are controlling and shall define the duties, responsibilities and conditions under which the Project shall be completed. Any and all provisions of VCCV's

FY2020 COMMUNITY BETTERMENT GRANT

**AGREEMENT IN SUPPORT
OF THE
WATERLOO-CEDAR FALLS SYMPHONY ORCHESTRA ASSOCIATION**

THIS AGREEMENT is entered into as of this ____ day of _____, 2019, by and between the Waterloo-Cedar Falls Symphony Orchestra Association (hereinafter "WCFSO"), and the City of Cedar Falls, Black Hawk County, Iowa (hereinafter "City").

WHEREAS, the Cedar Falls City Council adopted Resolution No.15,742 on November 26, 2007, wherein the City has adopted a policy and guidelines for the consideration of funding requests from outside agencies; and

WHEREAS, the WCFSO is an agency that qualifies for funding from the City pursuant to its City Council Resolution No.15,742; and

WHEREAS, the WCFSO has proposed to the City its "Education Program for Cedar Falls Youth Project", whereby WCFSO will use City funds to provide young people in the Cedar Valley early experiences with classical music, hands-on exploration of musical instruments and personal growth through music in order to benefit the City of Cedar Falls; and

WHEREAS, WCFSO's project is explained in WCFSO's application filed with the City; and

WHEREAS, the City Council of City has agreed in principle to provide certain funding for said project on certain terms and conditions, and subject to certain legal requirements as stated therein, including execution of a formal agreement outlining the duties and responsibilities of the WCFSO and the City; and

WHEREAS, the WCFSO and the City have reached agreement on the precise terms and conditions under which the project will be undertaken and the funding provided, and now desire to reduce their agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED AS FOLLOWS:

1. **Recipient status.** The WCFSO affirms that it is a qualified recipient to receive funds from City, as it is a private, non-profit corporation organized and existing under Iowa law. The WCFSO shall provide proof of tax-exempt status under the Internal Revenue Service Revenue Code prior to receiving funding.

2. **Recipient mission statement.** The WCFSO has provided the City with its mission statement and a detailed summary from an officer or board member specifying its use of the funds, consistent with the public purpose definition of City Council.

3. **Recipient documentation.** Prior to receiving funding, WCFSO shall provide the following documentation to City:

- a. Proof of business entity status, including a copy of by-laws and articles of incorporation if applicable;

- b. Complete information on the source and amount of funding received from all other sources, including but not limited to non-governmental agencies, membership dues and fees, and private contributions;
- c. Names and addresses of directors and/or officers;
- d. Line item budget for current fiscal year;
- e. List of any additional pending applications for funding to include funding source and dollar amount requested.

4. **Description of Project.** In consideration for the funding provided to WCFSO by the City, the WCFSO shall use the funds for musician's fees and mileage, music director, music rental, hall rental, tech personnel, and a portion of staff time for lollipop concerts, instrument petting zoo offerings, ensembles in the School, and youth concerts. Failure to abide by this requirement shall result in a Return of Funds pursuant to Paragraph 9 of this Agreement. The WCFSO agrees to utilize the funds for this project.

5. **Funding.** The City agrees to provide funding in an amount not in excess of \$4,000.00 in order to support implementation of the Project.

The project Budget is established as part of the Application. Actual expenditures may exceed the amount budgeted for each major line item provided such costs are otherwise reasonable and allocable to the approved project scope of work. Total expenditures may not exceed the total funding amount authorized in this section.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** The WCFSO shall provide the City with a detailed accounting of the expenditure of City funds and a written report outlining WCFSO's performance and accomplishments within the scope of work outlined in its application, upon submitting Requests for Payment pursuant to Paragraph 7.

7. **Request for Payment.** All requests for payment or reimbursement shall be submitted by WCFSO to the City in accordance with a schedule to be established by the City, consistent with the bi-monthly City Council bill payment cycle. All payments or reimbursements are contingent upon receipt of the documentation required in Paragraph 6 above. City shall have a period of up to thirty (30) days from date of receipt of each request for payment and all necessary documentation, within which to make payment or reimbursement under this Agreement.

8. **Report on Project Results.** WCFSO agrees to provide the City with a written summary documenting the expenditure of the funds within thirty (30) days of receipt of all Funds provided in Paragraph 5 above. Such report shall include, without limitation, a description and pictures of the completed project.

9. **Return of Funds.** In the event WCFSO does not use funds for the intended purpose(s) or in the event WCFSO does not comply with the reporting requirements of Paragraph 8 above, the funds or any portion thereof shall be returned to the City prior to the end of the current fiscal year, which is June 30, 2020.

10. **Time limitation of funding.** The parties hereby acknowledge that the City is not committed or obligated to provide funds beyond the terms and conditions of this Agreement, and that any future project or program requires a separate request and is subject to City Council approval and execution of a separate written agreement. This contract however does not

prohibit the WCFSO from requesting additional financial support from the City for other activities associated with the Project in the Cedar Valley.

11. **Recipient Board.** The Recipient Board, the Waterloo-Cedar Falls Symphony Board of Directors, will be charged with planning for the appropriate expenditure of City grant funds in accordance with this Agreement.

12. **Termination.** Either party may terminate this contract at any time if:

- a. The other party materially breaches the terms of this contract; provided that the non-breaching party shall have given the breaching party written notice of such breach and the breaching party shall have failed to cure the same within (30) days after receipt of such notice;
- b. There is the loss or departure of key personnel that would jeopardize both the quality and time of performance or would make performance impractical with respect to budget contemplated for this contract, and a mutually acceptable replacement cannot be found; or
- c. Performance of any part of this contract by a party is prevented or delayed by reason of Force Majeure and cannot be overcome by reasonable diligence to satisfaction of either party.

In addition, either party may terminate this contract for any reason with 60 days written notice to the other party.

In the event of termination, immediate written notice shall be given by the authorized official of the party requesting termination to the other party which should specify both the reason for and the effective date of termination. Such notice shall be delivered by Certified Mail, return receipt requested, or in person to the authorized official of the other party who executed this agreement.

13. **Liability.** WCFSO and the City agree that each party shall be responsible for its acts or omissions and the acts or omissions of its employees, officers, directors, agents or volunteers, to the extent allowed by law.

The City, a municipal corporation under Iowa law, is self-insured subject to Chapter 670, Code of Iowa (Tort Liability of Governmental Subdivisions), which is the exclusive remedy for processing tort claims against the City.

Nothing contained in this Agreement shall vary or modify in any manner any governmental immunity which any party to this agreement, or its officers, directors, employees, agents or volunteers, may enjoy under any statute or rule of law, except to the extent provided in Section 670.7, Code of Iowa (2019), with respect to the procurement of insurance, and then only to the extent stated in the insurance policy and only as to those exceptions contained in Section 670.4, Code of Iowa (2019).

14. **Legal Expenses.** The WCFSO agrees that all legal expenses incurred by the City in connection with the defense of any claim made or brought against the City that is directly related to WCFSO's performance, or the performance of WCFSO's employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of WCFSO.

15. **Terms of Agreement Control Over the Application.** The parties acknowledge that the provisions of this Agreement are controlling and shall define the duties, responsibilities and conditions under which the Project shall be completed. Any and all provisions of WCFSO's

Application describing the Project, which are inconsistent with the provisions of this Agreement, shall be ineffective. All persons who meet the eligibility requirements as defined in this Agreement shall be entitled to participate in the Project, regardless of race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other criteria, which by law constitutes unlawful discrimination.

16. **Entire Agreement.** This Agreement, together with the Application to the extent not inconsistent with the terms hereof, constitute the entire agreement between the parties with respect to the subject matter hereof. There are no other oral or written promises or understandings except as expressly provided herein. This Agreement may be amended only by a written agreement signed by the parties hereto.

17. **Term of Agreement.** This Agreement covers the period from July 1, 2019 through and including June 30, 2020.

IN WITNESS WHEREOF, the parties have subscribed this Agreement effective as of the date stated above.

Waterloo-Cedar Falls Symphony Orchestra Association

By: 

City of Cedar Falls, Iowa

By: _____
James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC
City Clerk


DEPARTMENT OF COMMUNITY DEVELOPMENT

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

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

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

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

TO: Honorable Mayor James P. Brown and City Council
FROM: Terra Ray, Engineer Tech II
DATE: July 31, 2019
SUBJECT: W. 1st Street Reconstruction Project
 Project # RC-000-3118
 State Project # STP-57-2(28)-2C-07

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

Attached is the Claim for Relocation Reimbursement for Parcel 43. Staff recommends that the City Council state their support in approving the Claim for Relocation Reimbursements.

xc: Stephanie Sheetz, Director
 Chase Schrage, Principal Engineer
 David Sturch, Planner III

**CLAIM FOR NON-RESIDENTIAL
RELOCATION ASSISTANCE REIMBURSEMENT**

County Black Hawk Project No. STP-57-2(28)-2C-07 Parcel 43

APPLICATION FOR REIMBURSEMENT (Check Applicable Items)

- Moving Payment to Non-Profit Organizations
 Moving Payment to Business
 Moving Payment to Farm Operators
 Advertising Signs
 Personal Property

1. Name <u>CV Properties, LLC</u> Subj. Address Street <u>506 W. 1st Street</u> City <u>Cedar Falls,</u> State <u>IA</u> Zip <u>50613</u> Owner Address Street <u>604 Clay Street, Ste. 100</u> City <u>Cedar Falls</u> State <u>IA</u> Zip <u>50613</u>	2. Date Moved _____ New Address Street _____ City _____ State _____ Zip _____
---	--

3. MOVING EXPENSES (INCLUDING STORAGE) <input checked="" type="checkbox"/> Personal Property \$ 36,306.97 <input type="checkbox"/> Commercial Moves (Supported by receipted bills) \$ _____ <input type="checkbox"/> Self-Moves (Supported by receipted bills or other acceptable evidence of expenses) \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ TOTAL OF ACTUAL MOVING EXPENSES	\$36,306.97
--	-------------

4. REESTABLISHMENT EXPENSES REMAINING ELIGIBLE FUNDS \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ TOTAL OF ACTUAL REESTABLISHMENT EXPENSES	\$
--	----

5. ACTUAL REASONABLE EXPENSES IN SEARCHING FOR A REPLACEMENT LOCATION. A. Receipted Bills \$ _____ B. Time Spent in Search _____ hours X \$ _____ per hour \$ _____ TOTAL EXPENSES IN SEARCHING FOR NEW LOCATION	\$
---	----

6. MOVING COSTS BASED ON AVERAGE EARNINGS A. This payment is in lieu of Item (3), (4) and (5) of this claim. B. The payment shall be based upon a determination by the State that the Claimant is eligible to elect receipt of this payment. C. Supported by proof of average annual net earnings for the two previous years. (Based on Net Business or Farm income tax figures for those years) TOTAL IN LIEU OF ACTUAL MOVING EXPENSES	\$
---	----

7. PAYMENTS TO BE MADE TO: (if other than claimant) <table style="width:100%;"> <thead> <tr> <th style="text-align: left;">NAME & ADDRESS</th> <th style="text-align: right;">AMOUNT</th> </tr> </thead> <tbody> <tr> <td><u>Nagle Signs, 102 Wilbur Ave., PO Box 2098, Waterloo, IA, 50704</u></td> <td style="text-align: right;">\$ <u>2,081.97</u></td> </tr> <tr> <td>_____</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td>_____</td> <td style="text-align: right;">\$ _____</td> </tr> </tbody> </table> Assignment(s) or other letters directing these payments shall be on file with: Iowa Department of Transportation, Relocation Assistance Section, Ames, Iowa 50010	NAME & ADDRESS	AMOUNT	<u>Nagle Signs, 102 Wilbur Ave., PO Box 2098, Waterloo, IA, 50704</u>	\$ <u>2,081.97</u>	_____	\$ _____	_____	\$ _____	
NAME & ADDRESS	AMOUNT								
<u>Nagle Signs, 102 Wilbur Ave., PO Box 2098, Waterloo, IA, 50704</u>	\$ <u>2,081.97</u>								
_____	\$ _____								
_____	\$ _____								

8. The amount of payment(s) claimed herein are Subject to Audit for Compliance with State and Federal Regulations.
TOTAL AMOUNT OF THIS CLAIM Final Claim Not Final Claim **\$38,388.94**

CITY OF CEDAR FALLS USE ONLY
RELOCATION SECTION APPROVALS

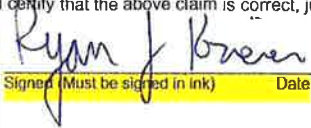
 07/19/2019

 Brian DePrez Relocation Advisor Date

 Relocation Payment Auditor Date

CLAIMANT'S CERTIFICATION

I certify that the above claim is correct, just and unpaid.

 7-19-19

 Signed (Must be signed in ink) Date



1020 Wilbur Ave.
PO BOX 2098 Waterloo, IA 50704
319-233-4604 • 800-728-4604 • Fax: 319-233-7514

605 Iowa Ave. W
Marshalltown, IA 50158
641-752-6608 • 888-656-SIGN • Fax: 641-752-6968

REMIT TO: P.O. BOX 2098 WATERLOO, IA 50704

PROPOSAL

Proposal #: 31473

Proposal Date: 07/03/19
Customer #: 75769
Page: 1 of 5

SOLD TO:	JOB LOCATION:
FINANCIAL ARCHITECTS 6912 UNIVERSITY AVE SUITE 1 CEDAR FALLS IA 50613	FINANCIAL ARCHITECTS 1ST STREET 506 W 1ST ST CEDAR FALLS IA 50613 REQUESTED BY: Ryan

NAGLE SIGNS INC (HEREINAFTER CALLED THE "COMPANY") HEREBY PROPOSES TO FURNISH ALL THE MATERIALS AND PERFORM ALL THE LABOR NECESSARY FOR THE COMPLETION OF:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #29666 1st St reconstruction - Pour new concrete foundation for new 12' overall height sign. Cabinet size 4' x 8'7" internally LED lit and lower display is a two sided 15.85MM Daktronics full color message center, 3'8" x 6'9" (view: 3'2 x 6'6"). Includes Venus Control Suite, training and life-of-sign data. Re-route and connect the electrical from the old base to the new base 4 feet away. Additional power if required is an extra charge. Applicable tax and permit are extra.	\$33,931.75	\$33,931.75

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE TO BE IN ACCORDANCE WITH THE DRAWINGS AND OR SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF:

TOTAL PROPOSAL AMOUNT: \$33,931.75

TERMS: 50.0% DOWN, BALANCE DUE ON COMPLETION
(INTEREST OF 1.5% PER MONTH WILL BE ADDED TO PAST DUE ACCOUNTS)

THIS PRICE DOES NOT INCLUDE ELECTRICAL HOOKUP, PERMITS, ENGINEERING, SHIPPING, FREIGHT OR SALES OR USE TAX UNLESS SPECIFICALLY STATED.

NOTE: THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS. WORK WILL NOT BEGIN UNTIL DOWN PAYMENT AND WRITTEN ACCEPTANCE IS RECEIVED.

ANY ALTERATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE TO BE PAID BY THE PURCHASER.

TERMS AND CONDITIONS

1. All agreements contingent upon strikes, accidents, material shortages or any other delays beyond our control.

COMPANY INITIALS *BS*

CUSTOMER INITIALS _____



1020 Wilbur Ave.
PO BOX 2098 Waterloo, IA 50704
319-233-4604 • 800-728-4604 • Fax: 319-233-7514

605 Iowa Ave. W
Marshalltown, IA 50158
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REMIT TO: P.O. BOX 2098 WATERLOO, IA 50704

PROPOSAL

Proposal #: 31473

Proposal Date: 07/03/19
Customer #: 75769
Page: 2 of 5

2. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.
3. This proposal is made for specially constructed equipment and when accepted by owner is not subject to cancellation. NAGLE SIGNS INC shall not be responsible for errors in plans, designs, specifications or drawings furnished by owner or its representatives, or for defects or increased costs caused by such errors.
4. NAGLE SIGNS INC shall commence the constructions of display and prosecute the work thereon with due diligence until completion. All obligations to be performed by NAGLE SIGNS INC hereunder shall be subject to delay or failure resulting from war, fire, labor disputes, material shortages, unforeseen commercial delays, acts of God, regulations or restrictions of the Government or public authorities, or other accidents, forces, conditions or circumstances beyond its control.
5. Owner shall be responsible for securing and maintaining in force all necessary permits from the owner of the premises upon which display is to be installed, and for all other private permissions necessary for the maintenance, use and existence of display. NAGLE SIGNS INC shall apply for public permits. Only the cost of normal permit applications is included in this proposal. Buyer shall be responsible for any and all costs incurred should procedures other than normal permit applications be required. NAGLE SIGNS INC shall not be obligated to commence construction of display until public permits have been issued. If public permits are denied after every reasonable effort by both parties to secure same, then this agreement shall terminate without liability to either party.
6. Buyer shall bring feed wires of suitable capacity and approved type to the locations of the display, and make connection thereto, and shall pay for all electrical energy used by display and shall be responsible for the supply thereof in the event substantially adverse building or soil conditions or underground obstructions are encountered at delivery site. In the event of such adverse building or soil conditions or underground obstructions, owner agrees that Nagle Signs shall be allowed to increase the price quoted in this proposal to the extent of Nagle Signs, Inc's. additional costs.
7. Owner shall be responsible for locating all property lines and utility easements and existing utilities located within or on the real estate on which the display is to be constructed.
8. NAGLE SIGNS INC unconditionally warrants the signs against defective workmanship and materials for 1 year from date of shipment or installation, if installation is effected by NAGLE SIGNS INC Any part found by NAGLE SIGNS INC to be defective due to faulty workmanship or materials within the warranty period will be repaired or replaced f.o.b. point of production. NAGLE SIGNS INC SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NAGLE SIGNS INC shall not be liable for any incidental or consequential damages or losses. Owners sole and exclusive remedy against NAGLE SIGNS INC for the



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REMIT TO: P.O. BOX 2098, WATERLOO, IA 50704

PROPOSAL

Proposal #: 31473

Proposal Date: 07/03/19
Customer #: 75769
Page: 3 of 5

breach of its express warranty contained herein shall be the replacement of such defective work or material.

9. Payment for items purchased under the terms of this agreement will be made upon receipt of invoices submitted. In the event payment is not made within thirty (30) days of the invoice date, Buyer agrees to pay a service charge on past due amounts at the rate of 1½% per month. In the event this agreement is placed for collection with a collection agency or if litigation is commenced to collect amounts owed, Buyer shall be responsible for all costs incurred by Nagle Signs, including but not limited to its reasonable attorney's fees.
10. Title to all materials and property covered by this contract shall remain in NAGLE SIGNS INC and shall not be deemed to constitute a part of the realty to which it may be attached until the purchase price is paid in full. NAGLE SIGNS INC is given an express security interest in said material and property both erected and unerected notwithstanding the manner in which such personal property shall be annexed or attached to the realty and is authorized to file a financing statement perfecting this security interest. In the event of default by Buyer, including, but not limited to, payment of any amounts due and payable, NAGLE SIGNS INC may at once (and without process of law) take possession of and remove, as and when it sees fit and wherever found, all material used or intended for use in this construction of said equipment and any and all property called for in this Agreement without being deemed guilty of trespass.
11. When this Agreement is signed by a duly authorized person of each party, this document shall constitute a binding contract and the entire agreement between the parties and shall supersede all other written or oral agreements. The parties agree that a signature communicated by facsimile or by e-mail shall have the same effect as an original signature on an original document, and either party may prove the existence of a binding contract by producing a copy thereof with a signature obtained through electronic means (by facsimile or e-mail). This contract shall be governed by the laws of the state of Iowa.
12. Owner is liable for any and all state, local or federal taxes imposed upon this transaction, including but not limited to sales and/or use tax. Owner will be liable for the taxes even if the taxes are not included in the original invoice to Owner if the taxes are imposed by a governing body after invoicing.
13. The Iowa District Court in and for Black Hawk County, Iowa shall have exclusive jurisdiction of all actions of any kind or nature whatsoever arising out of the work to be performed pursuant to this proposal including but not limited to any action by NAGLE SIGNS INC to collect amounts owed to it pursuant to the terms of this proposal and any corresponding invoice, and the parties consent to exclusive jurisdiction and venue in said court.

THIS PROPOSAL DOES NOT BECOME EFFECTIVE UNTIL SIGNED AND DATED BY THE COMPANY.

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

COMPANY INITIALS

SB

CUSTOMER INITIALS

183



1020 Wilbur Ave.
PO BOX 2098 Waterloo, IA 50704
319-233-4604 · 800-728-4604 · Fax: 319-233-7514

605 Iowa Ave. W
Marshalltown, IA 50158
641-752-6608 · 888-656-SIGN · Fax: 641-752-6968

REMIT TO: P.O. BOX 2098 WATERLOO, IA 50704

PROPOSAL

Proposal #: 31473

Proposal Date: 07/03/19
Customer #: 75769
Page: 4 of 5

SALESPERSON: Brian Burr

DATE: July 3, 2019

ACCEPTED BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

COMPANY INITIALS BIB

CUSTOMER INITIALS _____



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REMIT TO: P.O. BOX 2098 WATERLOO, IA 50704

DEPOSIT INVOICE

Invoice #: **DP31473**

Inv Date: 07/03/19
 Customer #: 75769
 Page: 5 of 5

SOLD TO:	JOB LOCATION:
FINANCIAL ARCHITECTS 6912 UNIVERSITY AVE SUITE 1 CEDAR FALLS IA 50613	FINANCIAL ARCHITECTS 1ST STREET 506 W 1ST ST CEDAR FALLS IA 50613 REQUESTED BY: Ryan

ORDERED BY	PO NUMBER	SALESPERSON	ORDER DATE	PAYMENT TERMS	DUE DATE
Ryan		Brian Buss	06/10/19	50.0% Due Upon Receipt	09/02/19

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #29666 1st St reconstruction - Pour new concrete foundation for new 12' overall height sign. Cabinet size 4' x 8'7" internally LED lit and lower display is a two sided 15.85MM Daktronics full color message center, 3'8" x 6'9" (view: 32 x 6'6"). Includes Venus Control Suite, training and life-of-sign data. Re-route and connect the electrical from the old base to the new base 4 feet away. Additional power if required is an extra charge. Applicable tax and permit are extra.	\$33,931.75	\$33,931.75
TOTAL PROPOSAL AMOUNT *** FINAL INVOICE AMOUNT MAY VARY UPON COMPLETION ***			----- \$33,931.75

PLEASE PAY THIS DEPOSIT AMOUNT: \$16,965.88



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PO BOX 2098 Waterloo, IA 50704
319-233-4604 • 800-728-4604 • Fax: 319-233-7514

605 Iowa Ave. W
Marshalltown, IA 50158
641-752-6608 • 888-656-SIGN • Fax: 641-752-6968

REMIT TO: P.O. BOX 2098 WATERLOO, IA 50704

PROPOSAL

Proposal #: 31474

Proposal Date: 07/03/19
Customer #: 75769
Page: 1 of 5

SOLD TO:	JOB LOCATION:
FINANCIAL ARCHITECTS 6912 UNIVERSITY AVE SUITE 1 CEDAR FALLS IA 50613	FINANCIAL ARCHITECTS 1ST STREET 506 W 1ST ST CEDAR FALLS IA 50613 REQUESTED BY: Ryan

NAGLE SIGNS INC (HEREINAFTER CALLED THE "COMPANY") HEREBY PROPOSES TO FURNISH ALL THE MATERIALS AND PERFORM ALL THE LABOR NECESSARY FOR THE COMPLETION OF:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #29869 1st St reconstruction - Furnish equipment and labor to remove sign, poles and junk. Also remove (2) concrete footings. Haul away and dispose of footings. Back fill the holes with dirt. Complete One Call survey before removal of footings.	\$1,945.77	\$1,945.77

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE TO BE IN ACCORDANCE WITH THE DRAWINGS AND OR SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF:

TOTAL PROPOSAL AMOUNT: \$1,945.77

TERMS: 50.0% DOWN, BALANCE DUE ON COMPLETION
(INTEREST OF 1.5% PER MONTH WILL BE ADDED TO PAST DUE ACCOUNTS)

THIS PRICE DOES NOT INCLUDE ELECTRICAL HOOKUP, PERMITS, ENGINEERING, SHIPPING, FREIGHT OR SALES OR USE TAX UNLESS SPECIFICALLY STATED.

NOTE: THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS. WORK WILL NOT BEGIN UNTIL DOWN PAYMENT AND WRITTEN ACCEPTANCE IS RECEIVED.

ANY ALTERATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE TO BE PAID BY THE PURCHASER.

TERMS AND CONDITIONS

- All agreements contingent upon strikes, accidents, material shortages or any other delays beyond our control.
- Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

COMPANY INITIALS *BIS*

CUSTOMER INITIALS _____



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605 Iowa Ave. W
Marshalltown, IA 50158
641-752-6608 • 888-656-SIGN • Fax: 641-752-6968

REMIT TO: P.O. BOX 2098 WATERLOO, IA 50704

PROPOSAL

Proposal #: 31474

Proposal Date: 07/03/19
Customer #: 75769
Page: 2 of 5

3. This proposal is made for specially constructed equipment and when accepted by owner is not subject to cancellation. NAGLE SIGNS INC shall not be responsible for errors in plans, designs, specifications or drawings furnished by owner or its representatives, or for defects or increased costs caused by such errors.
4. NAGLE SIGNS INC shall commence the constructions of display and prosecute the work thereon with due diligence until completion. All obligations to be performed by NAGLE SIGNS INC hereunder shall be subject to delay or failure resulting from war, fire, labor disputes, material shortages, unforeseen commercial delays, acts of God, regulations or restrictions of the Government or public authorities, or other accidents, forces, conditions or circumstances beyond its control.
5. Owner shall be responsible for securing and maintaining in force all necessary permits from the owner of the premises upon which display is to be installed, and for all other private permissions necessary for the maintenance, use and existence of display. NAGLE SIGNS INC shall apply for public permits. Only the cost of normal permit applications is included in this proposal. Buyer shall be responsible for any and all costs incurred should procedures other than normal permit applications be required. NAGLE SIGNS INC shall not be obligated to commence construction of display until public permits have been issued. If public permits are denied after every reasonable effort by both parties to secure same, then this agreement shall terminate without liability to either party.
6. Buyer shall bring feed wires of suitable capacity and approved type to the locations of the display, and make connection thereto, and shall pay for all electrical energy used by display and shall be responsible for the supply thereof in the event substantially adverse building or soil conditions or underground obstructions are encountered at delivery site. In the event of such adverse building or soil conditions or underground obstructions, owner agrees that Nagle Signs shall be allowed to increase the price quoted in this proposal to the extent of Nagle Signs, Inc's. additional costs.
7. Owner shall be responsible for locating all property lines and utility easements and existing utilities located within or on the real estate on which the display is to be constructed.
8. NAGLE SIGNS INC unconditionally warrants the signs against defective workmanship and materials for 1 year from date of shipment or installation, if installation is effected by NAGLE SIGNS INC Any part found by NAGLE SIGNS INC to be defective due to faulty workmanship or materials within the warranty period will be repaired or replaced f.o.b. point of production. NAGLE SIGNS INC SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NAGLE SIGNS INC shall not be liable for any incidental or consequential damages or losses. Owners sole and exclusive remedy against NAGLE SIGNS INC for the breach of its express warranty contained herein shall be the replacement of such defective work or material.

COMPANY INITIALS

B/S

CUSTOMER INITIALS



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Marshalltown, IA 50158
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REMIT TO: P.O. BOX 2098 WATERLOO, IA 50704

PROPOSAL

Proposal #: 31474

Proposal Date: 07/03/19
Customer #: 75769
Page: 3 of 5

9. Payment for items purchased under the terms of this agreement will be made upon receipt of invoices submitted. In the event payment is not made within thirty (30) days of the invoice date, Buyer agrees to pay a service charge on past due amounts at the rate of 1½% per month. In the event this agreement is placed for collection with a collection agency or if litigation is commenced to collect amounts owed, Buyer shall be responsible for all costs incurred by Nagle Signs, including but not limited to its reasonable attorney's fees.
10. Title to all materials and property covered by this contract shall remain in NAGLE SIGNS INC and shall not be deemed to constitute a part of the realty to which it may be attached until the purchase price is paid in full. NAGLE SIGNS INC is given an express security interest in said material and property both erected and unerected notwithstanding the manner in which such personal property shall be annexed or attached to the realty and is authorized to file a financing statement perfecting this security interest. In the event of default by Buyer, including, but not limited to, payment of any amounts due and payable, NAGLE SIGNS INC may at once (and without process of law) take possession of and remove, as and when it sees fit and wherever found, all material used or intended for use in this construction of said equipment and any and all property called for in this Agreement without being deemed guilty of trespass.
11. When this Agreement is signed by a duly authorized person of each party, this document shall constitute a binding contract and the entire agreement between the parties and shall supersede all other written or oral agreements. The parties agree that a signature communicated by facsimile or by e-mail shall have the same effect as an original signature on an original document, and either party may prove the existence of a binding contract by producing a copy thereof with a signature obtained through electronic means (by facsimile or e-mail). This contract shall be governed by the laws of the state of Iowa.
12. Owner is liable for any and all state, local or federal taxes imposed upon this transaction, including but not limited to sales and/or use tax. Owner will be liable for the taxes even if the taxes are not included in the original invoice to Owner if the taxes are imposed by a governing body after invoicing.
13. The Iowa District Court in and for Black Hawk County, Iowa shall have exclusive jurisdiction of all actions of any kind or nature whatsoever arising out of the work to be performed pursuant to this proposal including but not limited to any action by NAGLE SIGNS INC to collect amounts owed to it pursuant to the terms of this proposal and any corresponding invoice, and the parties consent to exclusive jurisdiction and venue in said court.

THIS PROPOSAL DOES NOT BECOME EFFECTIVE UNTIL SIGNED AND DATED BY THE COMPANY.

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

COMPANY INITIALS

BS

CUSTOMER INITIALS



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605 Iowa Ave. W
Marshalltown, IA 50158
641-752-6608 • 888-656-SIGN • Fax: 641-752-6968

REMIT TO: P.O. BOX 2098 WATERLOO, IA 50704

PROPOSAL

Proposal #: 31474

Proposal Date: 07/03/19
Customer #: 75769
Page: 4 of 5

SALESPERSON: Brian Busby

DATE: 7/3/19

ACCEPTED BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

COMPANY INITIALS BFB

CUSTOMER INITIALS _____



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 Marshalltown, IA 50158
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REMIT TO: P.O. BOX 2098 WATERLOO, IA 50704

DEPOSIT INVOICE

Invoice #: **DP31474**

Inv Date: 07/03/19

Customer #: 75769

Page: 5 of 5

SOLD TO: FINANCIAL ARCHITECTS 6912 UNIVERSITY AVE SUITE 1 CEDAR FALLS IA 50613	JOB LOCATION: FINANCIAL ARCHITECTS 1ST STREET 506 W 1ST ST CEDAR FALLS IA 50613 REQUESTED BY: Ryan
---	---

ORDERED BY	PO NUMBER	SALESPERSON	ORDER DATE	PAYMENT TERMS	DUE DATE
Ryan		Brian Buss	07/02/19	50.0% Due Upon Receipt	08/01/19

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #29869 1st St reconstruction - Furnish equipment and labor to remove sign, poles and junk. Also remove (2) concrete footings. Haul away and dispose of footings. Back fill the holes with dirt. Complete One Call survey before removal of footings.	\$1,945.77	\$1,945.77
TOTAL PROPOSAL AMOUNT			\$1,945.77
*** FINAL INVOICE AMOUNT MAY VARY UPON COMPLETION ***			

PLEASE PAY THIS DEPOSIT AMOUNT: **\$972.89**

**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: Ben Claypool, Civil Engineer II, PhD, EI

DATE: July 31, 2019

SUBJECT: South Main Street Parking Lot
Project No. PL-159-3202
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 K. Cunningham Construction Company, Inc. for the construction of the South Main Street Parking Lot Project.

The Department of Public Works recommends approving and executing the contract with K. Cunningham Construction Company, Inc. for the construction of the South Main Street Parking Lot Project. This project involves the construction of a small parking lot to provide public access to the Cedar Prairie Trail on South Main Street, just west of Oregon Road. There will be 8 standard and 1 handicap accessible parking stalls. This project also includes the construction of approximately 500 feet of PCC shoulder along South Main Street from Oregon Road north to the Highway 58 Bridge.

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 K. Cunningham Construction Co., Inc. of Cedar Falls, Iowa, hereinafter called the Contractor.

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials and equipment and construct the public improvement consisting of: SOUTH MAIN STREET PARKING LOT PROJECT, Project No. PL-159-3202 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. PL-159-3202 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. Bid
- f. Bid Bond
- g. Instructions to Bidders
- h. Supplemental Conditions
- i. General Conditions
- j. Project Specifications
- k. Form of Proposal
- l. Performance, Payment, and Maintenance Bond
- m. Form of Contract

- n. Notice to Proceed
- o. Change Order
- p. Drawings prepared by Snyder & Associates, Inc. numbered A.1 through X.3 and dated Month Day, Year
- q. Non-collusion Affidavit of Prime Bidder
- r. Bidders Status Form

On completion of the said improvement, the Owner agrees to pay to the Contractor therefore the prices set out in the Form of Proposal of the Contractor, said payment to be made in the manner stated in the published Notice to Bidders.

In Witness whereof, this Contract has been executed in quadruplicate on the date first herein written.


 Contractor : *K. Cunningham Construction Co., Inc.*
JOE OWEN, Vice-President

CITY OF CEDAR FALLS, IOWA

By _____
 James P. Brown, Mayor

Attest: _____
 Jacqueline Daniels, MMC
 City Clerk

Performance, Payment and Maintenance Bond

SURETY BOND NO. 54-227270

KNOW ALL BY THESE PRESENTS:

That we, K. Cunningham Construction Company, Inc., as Principal (hereinafter the "Contractor" or "Principal" and United Fire & Casualty Company as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of **One Hundred Thirty-Five Thousand Five Hundred and Fifteen Dollars and Thirty-Six Cents (\$135,515.36)**, 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 3rd day of June, 2019, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

South Main Street Parking Lot Project Project PL-159-3202

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.

Project No. PL-159-3202

Witness our hands, in triplicate, this _____ day of _____, 2019.

Surety Countersigned By:

PRINCIPAL:

Nancy D. Baltutat
Signature of Agent

K. Cunningham Construction Co., Inc.
Contractor

Nancy D. Baltutat
Printed Name of Agent

By: *[Signature]*
Signature
Vice-President
Title

LMC Insurance & Risk Management
Company Name

SURETY:

4200 University Avenue #200
Company Address

United Fire & Casualty Company
Surety Company

West Des Moines IA 50266
City, State, Zip Code

By: *Nancy D. Baltutat*
Signature Attorney-in-Fact Officer

515-244-0166
Company Telephone Number

Nancy D. Baltutat
Printed Name of Attorney-in-Fact Officer

LMC Insurance & Risk Management
Company Name

FORM APPROVED BY:

4200 University Avenue #200
Company Address

West Des Moines IA 50266
City, State, Zip Code

Attorney for Owner

515-244-0166
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.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118
 Cedar Ra **ITEM 29.**

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

GREG T. LA MAIR, NANCY D. BALTUTAT, PATRICK K. DUFF, JEFFREY R. BAKER, JOSEPH I. SCHMIT, JILL SHAFFER, CHRISTOPHER R. SEIBERLING, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 10th day of March, 2014

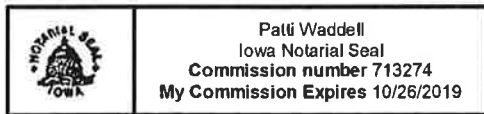


UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
 Vice President

State of Iowa, County of Linn, ss:

On 10th day of March, 2014, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
 Notary Public
 My commission expires: 10/26/2019

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this _____ day of _____, 2019.



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC

NOTEPAD:HOLDER CODE CITYOCF KCUNN-1
INSURED'S NAME K CUNNINGHAM CONSTRUCTION C OP ID: JT

Date 07/17/2019

WHEN REQUIRED IN WRITTEN CONTRACT & PER REFERENCED FORMS:
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, AND ALL
ITS OFFICERS, AGENTS, AND CONSULTANTS, ARE INCLUDED AS ADDITIONAL INSUREDS
WITH RESPECT TO LIABILITY ARISING OUT OF THE CONTRACTOR'S WORK AND
SERVICES PERFORMED FOR THE JURISDICTION UNDER THE GENERAL LIABILITY POLICY
PER CLCG0059, AUTOMOBILE PER CLCA2093. 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 PER CLCG0059,
CLCA2093, CW1054.
ADDITIONAL INSURED INCLUDING COMPLETED OPERATIONS UNDER THE GENERAL
LIABILITY PER CLCG2062.
CANCELLATION NOTICE INCLUDED PER CLIL0012.
GOVERNMENTAL IMMUNITY ENDORSEMENT INCLUDED PER CA3358.
WAIVER OF SUBROGATION UNDER GENERAL LIABILITY PER CLCG0059, AUTOMOBILE PER
CLCA2093, WORK COMP PER WC000313, EXCESS PER CU2403.
PROJECT: SOUTH MAIN STREET PARKING LOT PROJECT, #PL-159-3202

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGE EXTENSIONS

Provision	Name Of Coverage Extension	Included or Limit of Insurance
A.	Medical Payments	\$10,000
B.	Legal Liability – Damage To Premises Rented To You (Fire, Lightning, Explosion, Smoke, Or Leakage From Automatic Fire Protective Systems)	\$300,000
C.	Non-Owned Watercraft (Increased to maximum length of less than 51 feet)	Included
D.	Supplementary Payments – Increased Limits 1. Bail Bonds 2. Loss Of Earnings	\$ 3,000 \$ 1,000
E.	Miscellaneous Additional Insureds	Included
F.	Property Damage to Borrowed Equipment	\$15,000
G.	Broadened Named Insured	Included
H.	Construction Project General Aggregate Limit	Included
I.	Knowledge of Occurrence	Included
J.	Unintentional Omissions or Error in Disclosure	Included
K.	Waiver Of Transfer Of Rights Of Recovery Against Others	Included
L.	Limited Job Site Pollution	\$100,000

A. MEDICAL PAYMENTS

If **SECTION I – COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit provided by this policy, subject to the terms of **SECTION III - LIMITS OF INSURANCE**, shall be the greater of:
 - a. \$10,000; or
 - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

B. LEGAL LIABILITY – DAMAGE TO PREMISES RENTED TO YOU (Fire, Lightning, Explosion, Smoke, Leakage from Automatic Fire Protective Systems)

If damage to premises rented to you is not otherwise excluded from this policy or coverage part, then the following provisions apply:

1. Under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, the last paragraph (after the exclusions) is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits Of Insurance**.

**COMMERCIAL GENERAL LIABILITY
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2. The paragraph immediately after Subparagraph j.(6) of Paragraph 2. **Exclusions of Section I - Coverage A-Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, "smoke" and leakage from automatic fire protective systems) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance**.

3. Paragraph 6. of **Section III - Limits Of Insurance** is deleted and replaced by the following:

6. Subject to Paragraph 5. above, the greater of:

- a. \$300,000; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations,

is the most we will pay under **Coverage A** for damages because of "property damage" to premises while rented to you, or in the case of damage by fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems, while rented to you or temporarily occupied by you with permission of the owner.

This limit will apply to all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, "smoke", leakage from automatic fire protective systems, or other covered causes of loss or any combination thereof.

4. Subparagraph b.(1)(a)(ii) of Paragraph 4. **Other Insurance of Section IV- Commercial General Liability Conditions** is deleted and replaced by the following:

- (ii) That is fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems insurance for premises rented to

you or temporarily occupied by you with permission of the owner;

5. Subparagraph a. of definition 9. "insured contract" of **Section V - Definitions** is deleted and replaced by the following:

- 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, lightning, explosion, "smoke" or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

6. As used in the Paragraph **D. Legal Liability - Damage To Premises Rented To You:**

"Smoke" does not include smoke from agricultural smudging, industrial operations or "hostile fire".

C. NON-OWNED WATERCRAFT

Subparagraph (2) of **Exclusion 2.g. Aircraft, Auto Or Watercraft of Section I - Coverage A-Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

- (2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not used to carry persons or property for a charge.

D. SUPPLEMENTARY PAYMENTS

SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended as follows:

- 1. The limit of insurance in paragraph 1.b. for the cost of bail bonds is increased from \$250 to \$3,000; and
- 2. The limit of insurance in paragraph 1.d. for loss of earnings because of time off from work is increased from \$250 to \$1,000.

E. MISCELLANEOUS ADDITIONAL INSURED

Section II - Who Is An Insured is amended to include as an insured any person or organization (referred to as an additional insured below) described in Paragraphs **E.3.a.** through **E.3.f.** below when you have agreed in a written contract or written agreement that such person or organization be added as an additional insured on your policy, provided that:

**COMMERCIAL GENERAL LIABILITY
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1. The written contract or written agreement is:

- (a) Currently in effect or becoming effective during the term of this policy; and
- (b) Fully executed by you prior to the "bodily injury", "property damage" or "personal and advertising injury".

2. The insurance afforded by this provision does not apply to any person or organization included as an additional insured by a separate endorsement issued by us and made a part of this policy or coverage part.

3. Only the following persons or organizations are additional insureds under this provision, with coverage for such additional insureds limited as provided herein:

a. Managers Or Lessors Of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises 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 such additional insured.

b. Mortgagee, Assignee or Receiver

A mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

c. Owners Or Other Interests From Whom Land Has Been Leased

An owner or other interest from whom land has been leased to you but only with respect to liability arising out of the ownership, maintenance or use of that part of the land 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 lease that land.

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

d. Lessor Of Leased Equipment

Any person(s) or organization(s) from whom you lease equipment but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision subject to the following additional provision:

(1) This insurance applies only with respect to:

(a) The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

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- (ii) The construction, erection or removal of elevators; or
- (iii) The ownership, maintenance or use of any elevators covered by this insurance.
- (b) 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.
- (2) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or governmental agency or subdivision or political subdivision.
- f. **Additional Insured – Owners, Lessees Or Contractors – Automatic Status**
- (1) **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
- (a) Your acts or omissions; or
- (b) The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional insured.
- A person's or organization's status as an additional insured under this policy ends when your operations for that additional insured are completed.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to:
- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
- (i) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (ii) Supervisory, inspection, architectural or engineering activities.
- (b) "Bodily injury" or "property damage" occurring after:
- (i) 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
- (ii) 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.
- (3) The insurance provided by this endorsement is primary insurance and we will not seek contribution under any insurance policy under which such additional insured is a named insured, if such policy was procured and paid for by such additional insured, or a parent or related entity of such additional insured.
- (4) With respect to the insurance afforded to these additional insureds, **SECTION III – LIMITS OF INSURANCE** is amended as follows:
- The limits applicable to the additional insured are those specified in the written contract or agreement or the limits stated in the Declarations, whichever is less. If no limits are specified in the written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

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F. PROPERTY DAMAGE TO BORROWED EQUIPMENT

1. Paragraph 2.j. of **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is amended as follows:
Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.
2. **SECTION III - LIMITS OF INSURANCE** is deleted and replaced by the following:

The most we will pay in any one "occurrence" for "property damage" to borrowed equipment is \$15,000. This limit of insurance is the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

3. Deductible

- a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of \$250 as applicable to "property damage" as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".
- b. The terms of this insurance, including those with respect to our right and duty to defend the insured against any "suits" seeking those damages; and your duties in the event of an "occurrence", claim, or "suit" apply irrespective of the application of the deductible amount.
- c. 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 we have paid.

G. BROADENED NAMED INSURED

Paragraph 3. of **SECTION II - WHO IS AN INSURED** is deleted and replaced by the following:

Any organization, other than a joint venture, over which you maintain ownership or majority interest of more than 50% will be a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the next anniversary date of this policy's effective date after you acquire or form the organization.
- b. **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- c. **COVERAGE B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

H. CONSTRUCTION PROJECT GENERAL AGGREGATE LIMIT

1. 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 construction project away from premises owned by or rented to the insured:
 - a. A Single Construction Project General Aggregate Limit applies to each construction project away from premises owned by or rented to the insured, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - b. The Single 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:
 - (1) Insureds;
 - (2) Claims made or "suits" brought; or
 - (3) Persons or organizations making claims or bringing "suits".
 - c. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Single Construction Project General Aggregate Limit for that construction project away from premises owned by or rented to the insured. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Single Construction Project General Aggregate Limit for any other separate construction project away

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from premises owned by or rented to the insured.

- d. 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 Single Construction Project General Aggregate Limit.
2. 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 away from premises owned by or rented to the insured:
- a. 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
- b. Such payments shall not reduce any Single Construction Project General Aggregate Limit.
3. 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 Single Construction Project General Aggregate Limit.
4. If the applicable construction project away from premises owned by or rented to the insured 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.
5. The provisions of **LIMITS OF INSURANCE (SECTION III)** not otherwise modified by this endorsement shall continue to apply as stipulated.

I. KNOWLEDGE OF OCCURRENCE

The following is added to paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- e. A report of an "occurrence", offense, claim or "suit" to:

- (1) You, if you are an individual,
- (2) A partner, if you are a partnership,
- (3) An executive officer or the "employee" designated by you to give such notice, if you are a corporation, or
- (4) A manager, if you are a limited liability company;

is considered knowledge and requires you to notify us of the "occurrence", offense, claim, or "suit" as soon as practicable.

- f. We are considered on notice of an "occurrence", offense, claim or "suit" that is reported to your Workers' Compensation insurer for an event which later develops into an "occurrence", offense, claim or "suit" for which there is coverage under this policy. However, we will only be considered on notice if you notify us as soon as you know the claim should be addressed by this policy rather than your Workers' Compensation policy.

J. UNINTENTIONAL OMISSIONS OR ERROR IN DISCLOSURE

The following is added to paragraph 6. **Representations of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, the unintentional omission of, or unintentional error in, any information given or provided by you shall not prejudice your rights under this insurance.

This provision does not affect our right to collect additional premium or to exercise our right of cancellation or non-renewal.

K. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended by the addition of the following:

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 ongoing operations or "your work" and included in the "products-completed operations hazard" when you have agreed in a written contract or written agreement that any right of recovery is waived for such person or organization. This waiver applies only to the person(s) or organization(s) agreed to in the

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written contract or written agreement and is subject to those provisions.

This waiver does not apply unless the written contract or written agreement has been executed prior to the "bodily injury" or "property damage".

However, if any person or organization is separately scheduled on a separate waiver of transfer of rights of recovery which is attached to this policy, then this waiver does not apply.

L. LIMITED JOB SITE POLLUTION

1. Exclusion f. under **SECTION I – COVERAGE A** is replaced by the following:

2. Exclusions

This insurance does not apply to:

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) At or from a storage tank or other container, ducts or piping which is below or partially below the surface of the ground or water or which, at any time, has been buried under the surface of the ground or water and then subsequently exposed by erosion, excavation or any other means if the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" arises at or from any premises, site or location which any insured or any contractors or subcontractors

working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor.

Subparagraph (b) does not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement issued or made pursuant to any environmental protection or environmental liability statutes or regulations that any insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for those sums the insured becomes legally obligated to pay as damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

2. With respect to "bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. The "Each Occurrence Limit" shown in the Declarations does not apply.

**COMMERCIAL GENERAL LIABILITY
CL CG 00 59 09 16**

- b. Paragraph 7. of **LIMITS OF INSURANCE (SECTION III)** does not apply.
- c. Paragraph 1. of **SECTION III – LIMITS OF INSURANCE** is replaced by the following:
- The Limits Of Insurance shown in this endorsement, or in the Declarations and the rules below fix the most we will pay regardless of the number of:
- (1) Insureds;
 - (2) Claims made or "suits" brought; or
 - (3) Persons or organizations making claims or bringing "suits".
- d. The following are added to **SECTION III – LIMITS OF INSURANCE**:
8. Subject to 2. or 3. above, whichever applies, the most we will pay for the sum of:
 - a. Damages under **COVERAGE A**;
and

b. Medical expenses under **COVERAGE C**

because of "bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" is \$100,000.

9. Subject to 8. above, the Medical Expense Limit is the most we will pay under **COVERAGE C** for all medical expenses because of "bodily injury" sustained by any one person arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".

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CL CG 20 62 09 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS:
AUTOMATIC STATUS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured(s)

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you have agreed to add as an additional insured on your policy in a written contract or written agreement, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

2. The insurance afforded to such additional insured(s) described in Paragraph 1. above is subject to each of the following additional provisions:

a. The coverage provided to the additional insured by this endorsement does not apply to "bodily injury" or "property damage" beyond:

(1) The period of time required by the written contract or written agreement described in Paragraph 1. above, or 10 years from the date of the completion of "your work" described in Paragraph 1. above, whichever is less; or

(2) Two years from the date of the completion of "your work" described in Paragraph 1. above, if the written contract or written agreement does not specify the period of time.

b. The insurance afforded to the additional insured(s) only applies to the extent permitted by law.

c. The written contract or written agreement must have been executed prior to when the "bodily injury" or "property damage" occurs.

d. The following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured(s) is the amount of insurance:

(1) Required by the written contract or written agreement described in Paragraph 1. above; or

(2) Available under the applicable Limits of Insurance shown in the Declarations of this policy or coverage part;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations of this policy or coverage part.

B. Professional Liability Exclusion

With respect to coverage provided by this endorsement, the following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability**:

This insurance does not apply to "bodily injury" or "property damage" arising out of:

Professional Liability

Having rendered or having failed to render any professional architectural, engineering or surveying services, including:

1. The preparation, approval, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in having supervised, hired, employed, trained or monitored others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Duties In Event Of Occurrence, Claim Or Suit

With respect to the coverage provided by this endorsement, the following replaces Paragraphs 2.a. and 2.b. of Section IV – Commercial General Liability Conditions:

a. You and any additional insured must see to it that we are notified as soon as practicable of an "occurrence" which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" 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".

b. If a claim is made or "suit" is brought against any insured, the insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

The insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

**COMMERCIAL AUTO
CL CA 20 93 03 19**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ENHANCEMENT – PLATINUM PLUS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SUMMARY OF COVERAGE EXTENSIONS

Paragraph No.	Name Of Extension	Limit or Included
A.	Additional Insured by Contract Or Agreement Including Primary and Noncontributory Other Insurance Condition	Included
B.	Airbags - Extended Coverage	Included
C.	Telematics & GPS Equipment Coverage	\$2,500
D.	Electronic Equipment – Increased Coverage	\$2,500
E.	Auto Loan/Lease Gap Coverage	Unlimited
F.	Autos Rented by Employees	Included
G.	Bail Bonds - Extended Coverage	\$5,000
H.	Broad Form Named Insured Including Newly Acquired or Formed Organizations	Included
I.	Custom Signs & Decorations	Included
J.	Employees as Insureds	Included
K.	Family Emergency Travel Reimbursement	\$2,500
L.	Fellow Employee Coverage	Included
M.	Fire Extinguisher Recharge	Included
N.	Glass Repair – No Deductible	Included
O.	Hired Auto Physical Damage and Increased Loss of Use Expenses Loss of use (Per Day / Maximum)	\$100,000 \$500 / \$3,500
P.	Hybrid Auto Payment Coverage (per auto / per loss)	\$2,500/ \$5,000
Q.	Knowledge Of An Accident, Claim, Suit Or Loss	Included
R.	Limited Worldwide Hired & Non Owned Auto Coverage	Included
S.	Loss Of Earnings - Extended Coverage	\$1,000
T.	New Vehicle Replacement Cost	Included
U.	Rental Reimbursement Coverage	
	Maximum Rental Expenses Per Day	\$75
	Maximum Rental Expenses Because Of Loss To Any One Covered "Auto"	\$3,375
	Maximum Rental Expenses Because Of Loss To All Covered "Autos" In Any One Policy Period	\$15,000

V.	Personal Effects Coverage	\$500
W.	Resultant Mental Anguish	Included
X.	Towing And Labor Coverage Extension Private Passenger Type Other than Private Passenger Type	\$200 \$250
Y.	Transportation Expenses - Coverage Extension (Per Day / Maximum)	\$75 / \$2,500
Z.	Unintentional Failure To Disclose Hazards	Included
AA.	Waiver Of Collision Deductible – Attached Autos	Included
BB.	Waiver Of Subrogation By Contract Or Agreement	Included

A. ADDITIONAL INSURED BY CONTRACT OR AGREEMENT INCLUDING PRIMARY AND NONCONTRIBUTORY OTHER INSURANCE CONDITION

The following is added to Paragraph A.1. Who Is An Insured of Section II – Covered Autos Liability Coverage:

When you have agreed in a written contract or agreement to include a person or organization as an additional insured, such person or organization is included as an "insured" subject to the following:

1. Such person or organization is an additional insured only to the extent such person or organization is liable for "bodily injury" or "property damage" because of the conduct of an "insured" under Paragraphs a. or b. under Paragraph A.1. Who Is An Insured of Section II – Covered Autos Liability Coverage, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".
2. The written contract or agreement described above must have been executed prior to the "accident" that caused the "bodily injury" or "property damage" and be in effect at the time of such "accident".
3. The insurance afforded to any such additional insured does not apply to any "accident" beyond the period of time required by the written contract or agreement described above.
4. The most we will pay on behalf of such additional insured(s) is the lesser of:
 - a. The Limits of Insurance specified in the written contract or agreement described above; or
 - b. The Limits of Insurance shown in the Declarations.

This provision shall not increase the Limit of Insurance shown in the Declarations in this policy or coverage part.

5. The following changes are made to Paragraph 5. Other Insurance of B. General Conditions under Section IV – Business Auto Conditions:

a. The following is added to Paragraph 5.a.:

If required by the written contract or agreement described above, the insurance afforded to the additional insured under this provision will be primary to, and will not seek contribution from, the additional insured's own insurance.

b. Paragraph 5.c. is deleted in its entirety.

6. Paragraph A.1.c. under Section II - Covered Autos Liability Coverage is deleted in its entirety.

7. The definition of "insured contract" under Section V – Definitions is amended to add the following:

An "insured contract" does not include that part of any contract or agreement: That pertains to the ownership, maintenance or use of an "auto" and which indemnifies a person or organization for other than the vicarious liability of such person or organization for "bodily injury" or "property damage" caused by your operation or use of a covered "auto".

However, a person or organization is an additional "insured" under this provision only to the extent such person or organization is not named as an "insured" by separate endorsement to this policy.

B. AIRBAGS- EXTENDED COVERAGE

Section III – Physical Damage Coverage, Paragraph B.3.a. does not apply to the unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide coverage.

C. TELEMATICS & GPS EQUIPMENT COVERAGE

Physical Damage Coverage is amended as follows:

1. In Section III – Physical Damage Coverage, Paragraphs B.4.c. and B.4.d. do not apply to:

- a. Global positioning systems; or
- b. "Telematics devices";

which are not:

- (1) Permanently installed in or upon the covered "auto";
 - (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
 - (3) An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or;
 - (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.
2. In the event of a "loss" to a covered "auto", the most we will pay for "loss" to global positioning systems and "telematics devices" in any one covered "auto" is the lesser of:
 - a. The actual cash value of the damaged or stolen property at the time of loss;
 - b. The cost of repairing or replacing damaged or stolen property with other property of like kind and quality; or
 - c. \$2,500
 3. For each covered "loss", a deductible of \$100 shall apply.

"Telematics Devices" include devices that are not installed by the vehicle manufacturer and that are designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes global positioning systems and wireless safety communication devices.

Cellular, mobile and smart phones are not considered global positioning systems or "telematics devices" for purposes of this coverage provision.

D. ELECTRONIC EQUIPMENT – INCREASED COVERAGE

The \$1,000 limit indicated in Paragraph C.1.b. under Section III – Physical Damage Coverage is increased to \$2,500.

E. AUTO LOAN/LEASE GAP COVERAGE

The following is added to Section III – Physical Damage Coverage, Paragraph C.:

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

The amount paid under the Physical Damage Coverage section of the policy; and any:

1. Overdue lease/loan payments at the time of the "loss";
2. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
3. Security deposits not returned by the lessor;
4. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
5. Carry-over balances from previous loans or leases.

However, this provision does not apply to the extent loan/lease gap coverage has been provided by separate endorsement to this policy.

F. AUTOS RENTED BY EMPLOYEES

The following is added to Section II – Covered Autos Liability Coverage, Paragraph A.1.:

The following is added to the Who Is An Insured Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business

G. BAIL BONDS - EXTENDED COVERAGE

Section II – Covered Autos Liability Coverage, Paragraph A.2.a.(2) is deleted and replaced by the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

H. BROAD FORM NAMED INSURED INCLUDING NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to sub paragraph A1. **Who Is An Insured of Section II – Covered Autos Liability Coverage:**

For any covered "auto";

Any organization, other than a partnership, joint venture or limited liability company, over which you maintain ownership or majority interest of more than 50 percent on the effective date of this endorsement and for which you are obligated prior to the loss to provide insurance, unless that organization is an "insured" under any other automobile policy or would be an "insured" under such a policy but for the exhaustion of its Limit of Insurance.

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company or any organization excluded either by this Coverage Part or by endorsement, and over which you maintain ownership or majority interest of more than 50 percent will qualify as a Named Insured. However:

1. This insurance does not apply to any newly acquired or formed organization that is an "insured" under any other automobile policy or would be an "insured" under such policy but for its termination or the exhaustion of its Limit of Insurance.
2. Coverage under this provision does not apply to "bodily injury", "property damage", expense or "loss" that occurred before you acquired or formed the organization.
3. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

I. CUSTOM SIGNS & DECORATIONS

Physical Damage coverage on a covered "auto" extends to "loss" to custom signs and decorations including custom murals, paintings or other decals or graphics.

Our limit of liability for each "loss" to custom signs and decorations shall be the least of:

- (1) Actual cash value of the stolen or damaged property; or
- (2) Amount necessary to repair or replace the property;

This coverage does not apply to Hired Auto Physical Damage Coverage.

J. EMPLOYEES AS INSUREDS

Section II- Covered Autos Liability Coverage, Paragraph A.1.b.(2) is deleted and replaced by the following:

- (2) Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

However, the insurance provided by this provision, I. EMPLOYEES AS INSUREDS, does not apply if separate Employee as Insured coverage (or any similar or equivalent coverage) has been provided by a separate endorsement issued by us and made a part of this policy or coverage part.

K. FAMILY EMERGENCY TRAVEL REIMBURSEMENT

SECTION II - LIABILITY COVERAGE, A. 2. Coverage Extensions is amended to include the following:

In addition to the Limit of Insurance, we will pay reasonable "travel reimbursement expenses" incurred by a "family member" or "designated representatives", of an "insured" or passenger for travel to visit that "insured" or passenger who was injured in an "accident" involving a covered "auto", subject to the following conditions:

1. Regardless of the number of traveling "family members" or "designated representatives", injured "insureds" or passengers, claims made or vehicles involved in the "accident", the most we will pay for all "travel reimbursement expenses" resulting from any one "accident" is \$ 2,500.
2. Travel must be to visit the injured party at the hospital to which such "insured" has been admitted and has received medical or surgical treatment for a period of 72 hours or more from the time of first admittance to such hospital, or in the event of death, to the location necessary to handle the immediate affairs of the deceased.
3. Subject to the \$2,500 per accident limit, the most we will pay for the combined total of expenses for room accommodations, meals, and parking for each "family member" or "designated representatives" is \$200 per day.
4. We will reimburse ground transportation using a personal vehicle at a rate of 40 cents

per mile for the actual miles driven.

5. All "travel reimbursement expenses" must be supported by written receipts submitted to us no later than 120 days from the date such "travel reimbursement expenses" were incurred.

"Travel reimbursement expenses" include reasonable ground, rail, or air (coach class) transportation, room accommodations, meals, and parking expenses only.

"Designated representative" is an individual identified by the "insured" as a close personal friend or as having decision making authority pertaining to the insured's care in the event of incapacity or death.

"Family member" means a person related to the injured "insured" by blood, marriage, state-recognized civil union, or adoption, including a ward or foster child.

L. FELLOW EMPLOYEE COVERAGE

Exclusion B. 5. of Section II - Covered Autos Liability Coverage is deleted and replaced with the following:

5. Fellow Employee

- a. "Bodily injury" to any fellow "employee" of an "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

However, this exclusion does not apply to liability incurred by your "employees" that are "executive officers".

No "employee" is an "insured" for "bodily injury" to a co-employee if such co-employee's exclusive remedy is provided under a workers compensation law or any similar law.

For the purpose of Fellow Employee Coverage only, paragraph B.5. of Business Auto Conditions is changed as follows:

This FELLOW EMPLOYEE COVERAGE is excess over any other collectible insurance.

As used in this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

M. FIRE EXTINGUISHER RECHARGE

The following is added to Paragraph A.4. Coverage Extensions of Section III - Physical Damage Coverage:

When fire extinguishers are kept in your covered "auto" and are discharged in an attempt to extinguish a fire, we will pay the lesser of the actual cost of recharging or replacing such fire extinguisher(s).

No deductible applies to this coverage.

N. GLASS REPAIR - NO DEDUCTIBLE

Section III - Physical Damage Coverage, Paragraph D. is deleted and replaced by the following:

D. DEDUCTIBLE

For each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to:

1. "Loss" caused by fire or lightning; or
2. "Loss" when you elect to patch or repair glass rather than replace.

O. HIRED AUTO PHYSICAL DAMAGE COVERAGE AND INCREASED LOSS OF USE EXPENSES

Section III - Physical Damage Coverage, A. 4 Coverage Extensions is amended to include the following:

If hired "autos" are covered "autos" for Liability Coverage under this policy and if Physical Damage Comprehensive Coverage, Physical Damage Specified Causes Of Loss Coverage, or Physical Damage Collision Coverage is provided under this policy for any "auto" you own, then such Physical Damage Coverages are extended to apply to "autos" you lease, hire, rent or borrow without a driver, subject to the following provisions:

1. This extension is only available for "autos" you lease, hire, rent or borrow for less than 30 consecutive days.
2. The most we will pay in any one "loss" is the least of \$100,000, the actual cash value of the "auto" or the cost to repair or replace the "auto", except that such amount will be reduced by a deductible to be determined as follows:
 - a. The deductible shall be equal to the

a. The deductible shall be equal to the

amount of the highest deductible shown for any owned "auto" of the same classification for that coverage. In the event there is no owned "auto" of the same classification, the highest deductible for any owned "auto" will apply for that coverage.

- b. No deductible will apply to "loss" caused by fire or lightning.
3. Coverage provided under this extension will be excess over any other collectible insurance you have.

Paragraphs 1 through 3 above do not apply if separate Hired Auto Physical Damage is indicated in the declarations.

4. For "autos" you lease, hire, rent or borrow covered under this Hired Auto Physical Damage Coverage extension or under separate coverage provided in the declarations, the limits in subparagraph b. **Loss Of Use Expenses** under paragraph 4. **Coverage Extensions** as found in paragraph A. **Coverage of SECTION III – PHYSICAL DAMAGE COVERAGE**, are increased to \$500 per day, to a maximum of \$3,500.

P. HYBRID AUTO PAYMENT COVERAGE

Section III – Physical Damage Coverage, A. 4 Coverage Extensions is amended to include the following:

1. In the event of a total "loss" to a non-"hybrid auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under the Business Auto Coverage form, then Physical Damage Coverages are amended as follows:
 - a. If a non-"hybrid auto" is replaced with a "hybrid auto" or "electric auto" we will pay an additional 10% of the non-"hybrid auto's" actual cash value or replacement cost, to a maximum of \$2,500, whichever is less;
 - b. The non-"hybrid autos" must be replaced and a copy of a bill of sale or lease agreement must be received by us within 60 calendar days of the date of "loss"; and
 - c. If more than one non-"hybrid auto" is damaged in any one "loss", the most we will pay under this Coverage for any one "loss" is \$5,000.

2. For the purpose of this coverage provision the following Definitions are added:

- a. "Hybrid auto" is defined as an "auto", including a hybrid "electric auto" that is powered by two sources, an internal combustion engine, and an electric motor.
- b. "Electric auto" is an "auto" that is powered by an electric motor instead of an internal combustion engine. The "electric auto" uses energy stored in its rechargeable batteries, which are recharged by common household electricity.

Q. KNOWLEDGE OF AN ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **Section IV – Business Auto Conditions, Paragraph A.2.:**

Notice of an "accident" or "loss" will be considered knowledge of yours only if reported to you, if you are an individual, a partner, an executive officer or an employee designated by you to give us such notice.

Notice of an "accident" or "loss" to your Workers' Compensation insurer, for an event which later develops into a claim for which there is coverage under this policy, shall be considered notice to us, but only if we are notified as soon as you know that the claim should be addressed by this policy, rather than your Workers' Compensation policy.

R. LIMITED WORLDWIDE HIRED & NON OWNED AUTO COVERAGE

In **Section IV - Business Auto Conditions, Condition B.7.**, paragraph b.(5) is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

S. LOSS OF EARNINGS - EXTENDED COVERAGE

Section II – Covered Autos Liability Coverage, Paragraph A.2.a.(4) is deleted and replaced by the following:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 a day because of time off from work.

T. NEW VEHICLE REPLACEMENT COST

The following is added to the Paragraph C. **Limit of Insurance** provision of **Section III – Physical Damage Coverage**:

In the event of a total "loss" to your "new vehicle" to which this coverage applies, we will pay at your option:

- a. The cost to replace the covered "auto" with a new "auto" of like make, model and year; or
- b. An amount equal to the original purchase price you paid to acquire the vehicle, including taxes, but excluding any extended warranties and licensing fees.

This coverage applies only to a covered "auto" of the private passenger, light truck or medium truck type (20,000 lbs. or less gross vehicle weight).

As used in this endorsement, a "new vehicle" means an "auto" of which you are the original owner that has not been previously titled and which you purchased less than 180 days before the date of the "loss".

U. RENTAL REIMBURSEMENT COVERAGE

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage. This coverage is only available to those covered "autos" involved in a "loss" and Physical Damage is provided to the covered "auto".
2. We will pay only for those expenses incurred during the policy period, beginning 24 hours after the "loss" and ending, regardless of the expiration date of the policy, with the lesser of the following:
 1. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 2. 45 days.
3. Our payment is limited to the lesser of the following amounts:
 1. Necessary and actual expenses incurred.
 2. The maximum rental expenses indicated below:
 - (1) Not more than \$75 per day;

- (2) The maximum rental expenses shown below:

- (a) \$3,375 because of "loss" to any one covered "auto";
- (b) \$15,000 because of all "loss" to all covered "autos" in any one policy period.

4. We will pay up to an additional \$300 for the reasonable and necessary expenses you incur to remove your materials and equipment from the covered "auto" and replace such materials and equipment on the rental "auto".
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

V. PERSONAL EFFECTS COVERAGE

The following is added to **Section III – Physical Damage Coverage**, Paragraph A.4.:

Physical Damage Coverage on a covered "auto" is extended to "loss" to your personal property and, if you are an individual, the personal property of a family member, that is in the covered "auto" at the time of "loss"; and caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

The most we will pay for any one "loss" under this coverage extension is \$500. However, our payment for "loss" to personal property will only be for the account of the owner of the property.

Under this provision personal property does not include and we will not pay for "loss" of:

1. Currency, coins, securities or
2. Property that under federal or state law is
 - a. An illegal controlled substance
 - b. Property in the course of illegal transportation or trade.

No deductible applies to this coverage extension.

W. RESULTANT MENTAL ANGUISH

Section V - Definitions, Paragraph C. is deleted and replaced by the following:

- C. "Bodily injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

X. TOWING AND LABOR COVERAGE EXTENSION

The following is added to **Section III – Physical Damage Coverage, paragraph A.2.:**

1. We will pay up to:
 - a. \$200 for a covered "auto" of the private passenger type or
 - b. \$250 for a covered "auto" that is not of the private passenger type, for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.
2. This coverage applies only for an "auto" covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.
3. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

Y. TRANSPORTATION EXPENSES - COVERAGE EXTENSION

Paragraph A.4.a. Transportation Expenses of Section III – Physical Damage Coverage is amended as follows:

7. The Limits of Insurance are increased to \$75 per day to a maximum of \$2,500.
8. We will also pay reasonable and necessary expenses to facilitate the return of the stolen "auto" to you.

Z. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following is added to **Section IV - Business Auto Conditions, Paragraph B.2.:**

If you unintentionally fail to disclose any hazards existing at the inception of this policy, such failure will not prejudice the coverage provided to you. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

AA. WAIVER OF COLLISION DEDUCTIBLE – ATTACHED AUTOS

The following is added to paragraph D. under **SECTION III - PHYSICAL DAMAGE COVERAGE** of the Business Auto Coverage Form:

If a "trailer" is connected to an "auto" that is not a "trailer" and both "autos":

1. Are covered "autos" for Collision Coverage that applies to that "accident", and
2. Sustain damage in a single "accident".

we will waive the lowest of the applicable Collision deductibles.

BB. WAIVER OF SUBROGATION BY CONTRACT OR AGREEMENT

The following is added to **Section IV - Business Auto Conditions, Paragraph A.5.:**

We waive any right of recovery we may have against any "insured" provided coverage under this endorsement under A. **ADDITIONAL INSURED BY CONTRACT OR AGREEMENT INCLUDING PRIMARY AND NONCONTRIBUTORY OTHER INSURANCE CONDITION**, but only as respects "loss" arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions or conditions of the written contract or agreement.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
WC 00 03 13 04 84**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization when you and such person or organization have agreed in a written, signed, or executed contract or agreement that such person or organization be added as waiver of subrogation to your policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
04/20/2019
Insured
K Cunningham Construction Co Inc
Insurance Company:
Union Insurance Company

Policy No.
WCA 3220314 20

Endorsement No.

Steven Summitt
Premium

Countersigned by _____

CL IL 00 12 11 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

AMENDMENT OF CANCELLATION PROVISIONS

This endorsement modifies insurance provided under the following:

- COMMERCIAL AUTOMOBILE COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- COMMERCIAL INLAND MARINE COVERAGE PART
- COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
- CONDOMINIUM DIRECTORS AND OFFICERS LIABILITY
- CRIME AND FIDELITY COVERAGE PART
- EMPLOYMENT-RELATED PRACTICES LIABILITY
- EMPLOYEE BENEFITS LIABILITY
- FARM COVERAGE PART
- FARM UMBRELLA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
- PRINTERS ERRORS AND OMISSIONS LIABILITY
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- PROFESSIONAL LIABILITY
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART

If we cancel this policy, we will give the person or organization shown below the number of days' notice indicated in the Schedule below. Proof of mailing will be sufficient proof of notice.

SCHEDULE

1. Number of days' notice:

(a) Non-payment of premium: 10 days

(b) Any reason other than non-payment of premium: 30 days.

2. Name and Address of Person or Organization:

City of Cedar Falls 220 Clay St Cedar Falls, IA 50613

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GOVERNMENTAL ENTITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Schedule

Municipality:	City of Cedar Falls
Mailing Address:	220 Clay St Cedar Falls, IA 50613
Municipality:	University of Northern Iowa Board of Regents State of Iowa The State of Iowa
Mailing Address:	2601 Campus St Sedar Falls, IA 50614

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following provisions are added to the coverage part listed above:

A. ADDITIONAL INSURED PROVISION

The Municipality shown in the schedule, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds with respect to liability arising out of the insured's work and/or services performed for the municipality shown in the Schedule. 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 is primary, contributing or excess.

B. GOVERNMENTAL IMMUNITIES PROVISION

1. **Nonwaiver of Government Immunity.** The insurance carrier expressly agrees and states that the purchase of this policy and the including of the municipality shown in the Schedule as an Additional Insured does not waive any of the defenses of governmental immunity available to them 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 municipality shown in the Schedule shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the municipality shown in the Schedule.

4. **Non-Denial of Coverage.** The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the municipality shown in the Schedule under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the municipality.

5. **No Other Change in Policy.** The insurance carrier and the municipality shown in the Schedule agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

C. CANCELLATION AND MATERIAL CHANGES PROVISION

Thirty (30) days Advance Written Notice of Cancellation, ten (10) days Written Notification of Cancellation due to non-payment of premium, and forty-five (45) days Advance Written Notification of Non-Renewal shall be sent to the address shown in the Schedule. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.

Page 2 of 2

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CW 33 58 10 11

COMMERCIAL LIABILITY UMBRELLA
CU 24 03 09 00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **Transfer Of Rights Of Recovery Against Others To Us** Condition under **Section IV - Conditions** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

CU 24 03 09 00

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Page 1 of 1

**FORM OF PROPOSAL
SOUTH MAIN STREET PARKING LOT PROJECT
PROJECT NO. PL-159-3202
CITY OF CEDAR FALLS, IOWA**

To the Mayor and City Council
City of Cedar Falls, Iowa

The undersigned hereby certifies that K. Cunningham Const. Co., 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 SOUTH MAIN STREET PARKING LOT 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	Topsoil, On-site	CY	191.0	12.00	2,292.00
2	Excavation, Class 10	CY	645.0	16.00	10,320.00
3	Subgrade Preparation	SY	1177.0	2.50	2,942.50
4	Subbase, Modified	SY	1177.0	9.00	10,593.00
5	Granular Shoulder	STA	8.8	375.00	3,300.00
6	Manhole Adjustment, Minor	EA	1.0	550.00	550.00
7	Pavement, PCC, 6 in.	SY	378.6	44.50	16,847.70
8	PCC Pavement Widening, 6 in.	SY	505.5	57.25	28,939.88
9	Temporary Pavement, HMA, 6"	SY	145.9	92.25	13,459.28
10	Removal of Driveway	SY	90.0	10.00	900.00
11	Driveway, Paved, PCC, 7 in.	SY	59.0	73.50	4,336.50
12	Signage	LS	1.0	250.00	250.00
13	Painted Pavement Markings, Solvent/Waterborne	STA	41.7	35.00	1,459.50
14	Wet, Retroreflective Removable Tape Markings	STA	41.7	200.00	8,340.00
15	Painted Symbols and Legends	EA	1.0	120.00	120.00
16	Pavement Markings Removed	STA	39.6	120.00	4,752.00
17	Temporary Traffic Control	LS	1.0	7,500.00	7,500.00
18	Hydraulic Seeding, Seeding, Fertilizing, and Mulching	AC	0.15	15,000.00	2,250.00
19	Rip Rap, Class E	TON	10.8	85.00	918.00
20	Silt Fence or Silt Fence Ditch Check	LF	35.0	15.00	525.00
21	Silt Fence or Silt Fence Ditch Check, Removal of Device	LF	35.0	12.00	420.00
22	Mobilization	LS	1.0	14,500.00	14,500.00

TOTAL

135,515.36

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 (Items 1-22). 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 Amount Bid (10%) in the form of Bid Bond, is submitted herewith in accordance with the Instructions to Bidders.

The bidder is prepared to submit a financial and experience statement upon request.

The bidder has received the following Addendum or Addenda:

Addendum No. _____ 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
K. Cunningham Construction Co., Inc.
1025 Center Street
Cedar Falls, IA 50613
Official Address

[Signature]
By
Vice-President
Title

Bidder Status Form

To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

- Yes No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).
- Yes No My company has an office to transact business in Iowa.
- Yes No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- Yes No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- Yes No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: 6 / 27 / 79 to 7 / 9 / 19 Address: 1025 Center Street

City, State, Zip: Cedar Falls, IA 50613

Dates: _____ / _____ / _____ to _____ / _____ / _____ Address: _____

City, State, Zip: _____

Dates: _____ / _____ / _____ to _____ / _____ / _____ Address: _____

City, State, Zip: _____

You may attach additional sheet(s) if needed.

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

2. Does your company's home state or foreign country offer preferences to bidders who are residents? Yes No
3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: K. Cunningham Construction Co., Inc.

Signature: [Signature] Date: 7/9/19

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156.

This form has been approved by the Iowa Labor Commissioner.

309-6001 02-14

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- Yes No My business is currently registered as a contractor with the Iowa Division of Labor.
- Yes No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- Yes No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- Yes No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- Yes No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- Yes No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- Yes No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- Yes No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- Yes No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- Yes No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- Yes No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
PROJECT NO. PL-159-3202

STATE OF Iowa
COUNTY OF Black Hawk ss

JOE OWEN, being first duly sworn, deposes and says that:

(1) We are officer of _____
(Owner, partner, officer, representative, or agent)

K. Cunningham Const. Co., Inc., the Bidder that has submitted the attached bid:

(2) We are fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid:

(3) Such bid is genuine and is not a collusive or sham bid:

(4) Neither the said Bidder nor any of its officers, partners, Owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or, to fix any overhead, profit or cost element of the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Cedar Falls, Iowa, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by a collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, Owners, employees or parties in interest, including this affiant.

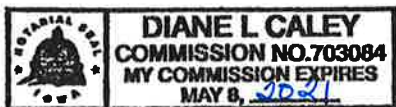
Joe Owen
Signed _____
Vice-President
Title _____

Subscribed and sworn to before me

this 9 day of July, 2019

Diane L. Caley
Controller
Title _____

My Commission expires 5/8/2021





UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118
 Cedar Ra **ITEM 29.**

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

GREG T. LA MAIR, NANCY D. BALTUTAT, PATRICK K. DUFF, JEFFREY R. BAKER, JOSEPH I. SCHMIT, JILL SHAFFER, CHRISTOPHER R. SEIBERLING, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 10th day of March, 2014



UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
 Vice President

State of Iowa, County of Linn, ss:

On 10th day of March, 2014, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
 Notary Public
 My commission expires: 10/26/2019

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 9th day of July, 2019.



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC

**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: Ben Claypool, Civil Engineer II, PhD, EI

DATE: July 26, 2019

SUBJECT: Western Home Communities 9th Addition
Contract for Completion of Improvements
Project No. SU – 217 – 3193

The developer of the above-mentioned project, Western Home Independent Living Services, Inc., has requested Final Plat approval in order to proceed with the sale of lots in the development. Wayne Claassen Engineering and Surveying, 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 cash escrow in the amount of \$941,000.00 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
(Cash Escrow)

THIS CONTRACT is made and entered into this 26 day of June, 2019, by and between Western Home Indep. Living, Inc., 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 9th 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 final 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 Cash Escrow Agreement; 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 Cash Escrow Agreement in the amount of \$941,000.00 which is approved by the City Engineer of the City of Cedar Falls, prior to the recording of the final plat documents, which escrow agreement 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 return the escrowed funds to the Developer upon approval of the City Engineer.

4. All required Public Improvements for which the Cash Escrow Agreement has been established shall be installed by the Developer within a period of twelve (12) months from the date of this Contract.

5. In the event the Developer does not provide the required Public Improvements that meet City Specifications, as determined solely by the City Engineer, within said twelve (12) month period as provided in paragraph 4 above, the City Engineer may give the Developer written notice by ordinary mail that said Public Improvements shall be so completed within thirty (30) days. In the event the Developer fails to comply with said notice, the City may, at the sole discretion of the City, complete the necessary Public Improvements and draw on the Cash Escrow Agreement provided by the Developer to the City. In the event that the cost of the remaining Public Improvements exceeds the amount of the Cash Escrow Agreement, the Developer shall be responsible to the City for such excess costs. The Developer, for itself, its successors, grantees and assigns, waives all statutory requirements of notice of time and place of hearing, and waives all statutory protections and limitations as to costs and assessments, and agrees that the City may install such Public Improvements, and assess the total cost thereof as a lien against all of the lots within the Plat, upon the filing by the City Clerk of a statement in the office of the County Auditor of Black Hawk County, Iowa, which sets forth the amount of such excess costs and a description of the real estate against which such costs are a lien. Such lien shall be collected in the same manner as property taxes, as provided by law, and such lien shall remain in force until payment by the Developer, its successors, grantees and assigns, of all such excess costs.

6. The Developer shall keep in force the Cash Escrow Agreement through completion and acceptance of the required Public Improvements by Resolution of the City, at which time said Cash Escrow Agreement shall be terminated upon approval of the City Engineer.

7. 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.

8. 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 Cash Escrow Agreement has been terminated.

9. 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. Cash Escrow Agreement in the amount of \$ 941,000.00, Exhibit "C".
- D. Maintenance Bond in the amount of \$ _____, issued by _____, Exhibit "D."

The parties hereto have executed and entered into this Contract at Cedar Falls, Iowa, on the date first above written.

Western Home Indep. Living, Inc.

By: *Kris Hansen*
Kris Hansen (name)
CEO (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 9th day of July, 2019, by Kris Hansen as CEO of Western Home Indep. Living.



[Signature]
Notary Public in and for the State of Iowa
My commission expires: 4/11/2020

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

This instrument was acknowledged before me on this ___ 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: _____

Exhibit A – Legal Description

Western Home Communities Ninth Addition

Tract 'E', Western Home Communities Seventh Addition, Document No. 2016-16744 in the Black Hawk County Recorder's Office, Cedar Falls, Black Hawk County, Iowa.

AND

That part of Lot Sixteen (16), aforesaid Western Home Communities Seventh Addition, described as follows:

Beginning at the Southeast corner of said Lot Sixteen (16); thence $N00^{\circ}31'08''W$ One Hundred Thirty-four and Six Hundredths (134.06) feet along the East line of said Lot Sixteen (16); thence $S89^{\circ}28'52''W$ Two Hundred Twenty-five (225.00) feet to the West line of said Lot Sixteen (16); thence $S00^{\circ}31'08''E$ One Hundred Fifty-six and Twenty-eight Hundredths (156.28) foot along said West line; thence Southerly Twenty-three and Ninety-seven Hundredths (23.97) feet along the Southwesterly line of said Lot Sixteen (16) and along the arc of a curve concave Northeasterly having a radius of Fifteen (15.00) feet and a chord of Twenty-one and Fifty Hundredths (21.50) feet which bears $S46^{\circ}18'09''E$; thence Easterly Two Hundred Thirteen and Sixty-five (213.65) feet along the Southerly line of said Lot Sixteen (16) and along the arc of a curve concave Northerly having a radius of Seven Hundred Twenty (720.00) feet and a chord of Two Hundred Twelve and Eighty-seven Hundredths (212.87) feet which bears $N79^{\circ}24'47''E$ to the point of beginning containing 0.82 acres

AND

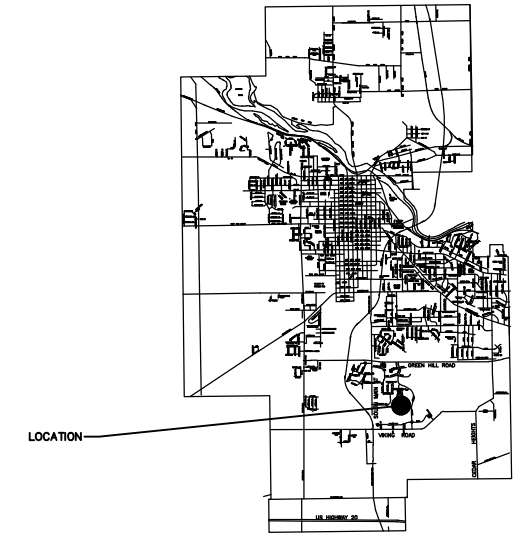
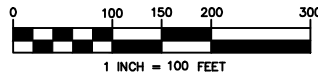
That part of Lot One (01) and Lot Two (02) Western Home Communities Eighth Addition, described as follows:

Beginning at the Northeast corner aforesaid Lot One (01); thence $S00^{\circ}31'08''E$ Seventy-six and Twenty-four Hundredths (76.24) foot along the East line of said Lot One (01); thence $S89^{\circ}28'52''W$ Sixty (60.00) feet along said East line; thence $N00^{\circ}31'08''W$ Seventy-six and Twenty-four Hundredths (76.24) foot along the Northerly extension of the East line of said Lot One (01) to the North line of said Lot One (01); thence continue $N00^{\circ}31'08''W$ One Hundred Thirty-five and Sixty-one Hundredths (135.61) foot still on said Northerly extension to the East line of aforesaid Lot Two (02); thence $N89^{\circ}28'52''E$ Fifty-five and Seventy-two Hundredths (55.72) feet along said East line; thence Easterly Four and Twenty-eight Hundredths (4.28) feet along said East line and along the arc of a curve concave Northerly having a radius of Seven Hundred Eighty-four (784.00) feet with a chord of Four and Twenty-eight Hundredths (4.28) feet which bears $N89^{\circ}19'29''E$; thence $S00^{\circ}31'08''E$ One Hundred Thirty-five and Sixty-two Hundredths (135.62) feet along the East line of aforesaid Lot Two (02) to the point of beginning containing 12,711 square feet.

Final Plat

WESTERN HOME COMMUNITIES NINTH ADDITION

A Replat of a part of Western Home Communities Seventh Addition,
+ a part of Western Home Communities Eighth Addition,
Cedar Falls, Black Hawk County, Iowa
May 2019



KEY MAP:
CEDAR FALLS, IA.

WESTERN HOME COMMUNITIES
SEVENTH ADDITION

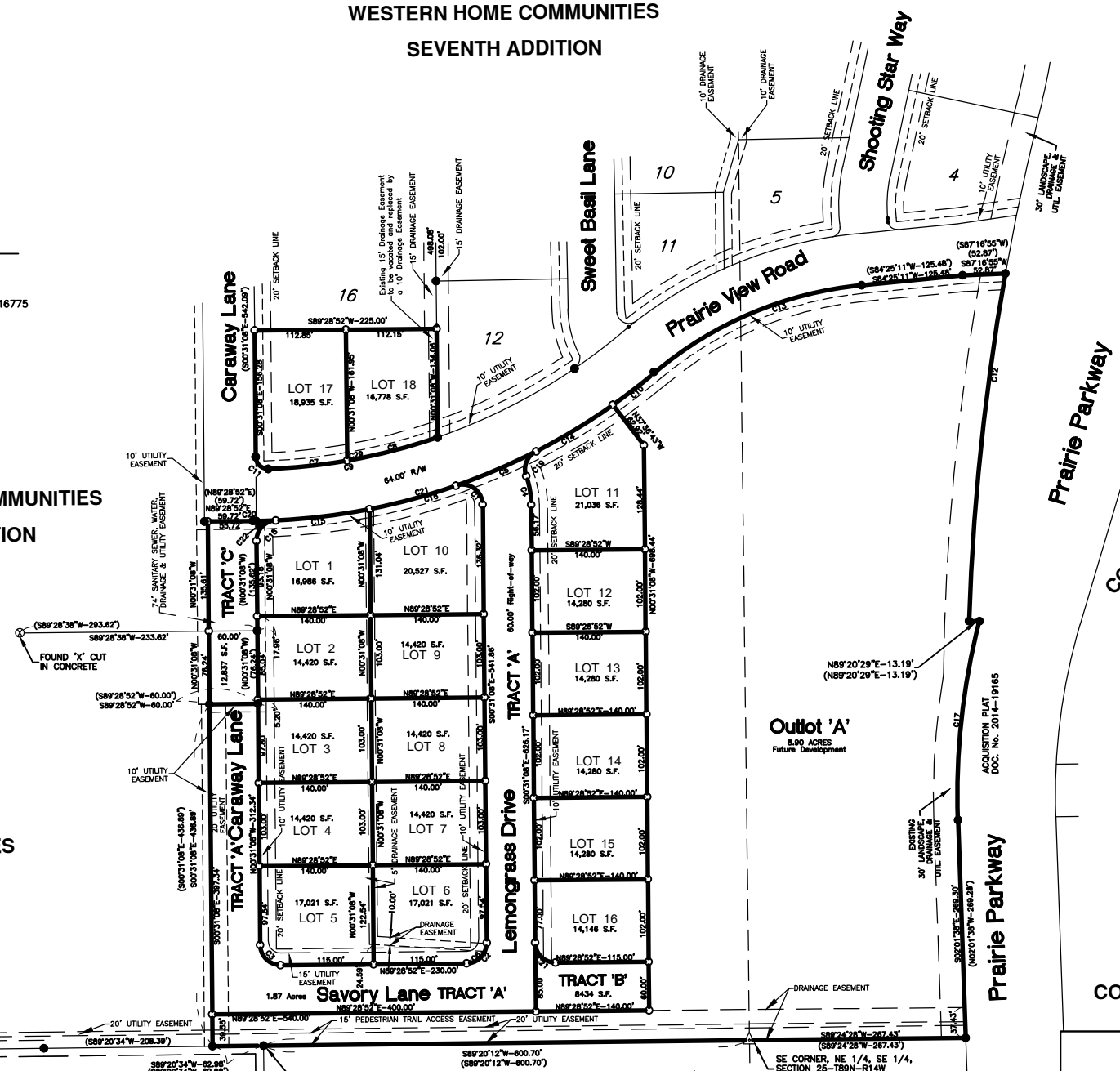
- LEGEND:**
- - DENOTES FOUND IRON PIN & RED CAP #16775 (UNLESS NOTED OTHERWISE)
 - - DENOTES SET 0.5"x24" IRON PIN & RED CAP #16775
 - △ - DENOTES SECTION CORNER
 - 0.00' - DENOTES RECORD DIMENSION
 - 0.00' - DENOTES FIELD DIMENSION
 - S.F. - DENOTES SQUARE FEET

LEGAL DESCRIPTION:

Western Home Communities Ninth Addition
Tract 'E', Western Home Communities Seventh Addition, Document No. 2016-16744 in the Black Hawk County Recorder's Office, Cedar Falls, Black Hawk County, Iowa.
AND
That part of Lot Sixteen (16), aforesaid Western Home Communities Seventh Addition, described as follows:
Beginning at the Southeast corner of said Lot Sixteen (16); thence N00°31'08"W One Hundred Thirty-four and Six Hundredths (134.06) feet along the East line of said Lot Sixteen (16); thence S89°28'52"W Two Hundred Twenty-five (225.00) feet to the West line of said Lot Sixteen (16); thence S00°31'08"E One Hundred Fifty-six and Twenty-eight Hundredths (156.28) feet along said West line; thence Southerly Twenty-three and Ninety-seven Hundredths (23.97) feet along the Southwesterly line of said Lot Sixteen (16) and along the arc of a curve concave Northeasterly having a radius of Fifteen (15.00) feet and a chord of Twenty-one and Fifty Hundredths (21.50) feet which bears S46°18'09"E; thence Easterly Two Hundred Thirteen and Sixty-five (213.65) feet along the Southerly line of said Lot Sixteen (16) and along the arc of a curve concave Northerly having a radius of Seven Hundred Twenty (720.00) feet and a chord of Two Hundred Twelve and Eighty-seven Hundredths (212.87) feet which bears N79°24'47"E to the point of beginning containing 0.82 acres.
AND
That part of Lot One (01) and Lot Two (02) Western Home Communities Eighth Addition, described as follows:
Beginning at the Northeast corner aforesaid Lot One (01); thence S00°31'08"E Seventy-six and Twenty-four Hundredths (76.24) feet along the East line of said Lot One (01); thence S89°28'52"W Sixty (60.00) feet along said East line; thence N00°31'08"E Seventy-six and Twenty-four Hundredths (76.24) feet along the Northerly extension of the East line of said Lot One (01) to the North line of said Lot One (01); thence continue N00°31'08"W One Hundred Thirty-five and Sixty-one Hundredths (135.61) feet still on said Northerly extension to the East line of aforesaid Lot Two (02); thence N89°28'52"E Fifty-five and Seventy-two Hundredths (55.72) feet along said East line; thence Easterly Four and Twenty-eight Hundredths (4.28) feet along said East line and along the arc of a curve concave Northerly having a radius of Seven Hundred Eighty-four (784.00) feet with a chord of Four and Twenty-eight Hundredths (4.28) feet which bears N89°19'29"E; thence S00°31'08"E One Hundred Thirty-five and Sixty-two Hundredths (135.62) feet along the East line of aforesaid Lot Two (02) to the point of beginning containing 12,711 square feet.

WESTERN HOME COMMUNITIES
EIGHTH ADDITION

WESTERN HOME COMMUNITIES
EIGHTH ADDITION



CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD B.
C1	47.43	25.00	108°41'34"	40.63	S54°51'55"E
C2	39.27	25.00	90°00'00"	35.36	S44°28'52"W
C3	39.27	25.00	90°00'00"	35.36	S45°31'08"E
C4	36.14	110.00	18°49'27"	35.98	N09°55'52"W
C5	108.00	784.00	07°53'35"	107.92	S66°50'30"W
C6	28.85	25.00	90°00'00"	25.00	S89°28'52"W
C7	97.96	720.00	7°47'44"	97.89	S84°00'59"W
C8	115.69	720.00	9°12'23"	115.57	S75°30'55"W
C9	213.65	720.00	17°00'07"	212.87	N79°24'47"E
C10	66.56	784.00	04°51'51"	66.54	S52°20'52"W
C11	23.97	15.00	91°34'02"	21.50	S49°18'09"E
C12	432.63	3053.00	08°07'09"	432.27	N05°58'44"E
C13	280.63	466.00	34°30'15"	276.41	N67°10'04"E
C14	111.05	784.00	08°06'51"	110.95	S59°39'22"W
C15	116.73	784.00	08°31'50"	116.62	N87°08'30"E
C16	110.67	784.00	08°05'18"	110.58	N74°49'57"E
C17	248.26	866.00	16°25'31"	247.41	S06°11'07"W
C18	38.36	25.00	87°53'33"	34.71	S43°28'39"W
C19	35.88	25.00	82°14'18"	32.88	S21°46'34"W
C20	4.28	784.00	00°18'46"	4.28	N89°19'29"E
C21	39.27	25.00	90°00'00"	35.36	S45°31'08"E
C22	28.36	784.00	02°04'27"	28.38	N89°26'39"E

GENERAL NOTES:

1. Developer: Western Home Communities (Contact: Kris Hansen) 420 E. 11th Street Cedar Falls, Iowa 50613 Phone: 319.277.2141
2. Owner: Western Home Independent Living Services, Inc. 420 E. 11th Street Cedar Falls, Iowa 50613
3. Engineer/Surveyor: Wayne Classen Engineering and Surveying, Inc. 2705 University Ave. (P.O. Box 898) Waterloo, Iowa, 50704 Phone: 319.235.6294
4. The unadjusted error of closure for this project was less than 1 in 10,000.
5. Area of final plat in aliquot part: NE 1/4, SE 1/4, SEC. 25-T89N-R14W 11.85 ACRES NW 1/4, SW 1/4, SEC. 30-T89N-R13W 6.48 ACRES
6. Tracts 'A', and 'C' are to be dedicated to the City of Cedar Falls for right-of-way purposes.
7. Tract 'B' reserved for a potential street extension.
8. Curve C22 includes curve C20.

PINNACLE PRAIRIE
COMMERCIAL SOUTH-PHASE II

CERTIFICATION

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.

Signature: David L. Schell, P.L.S.
Date: 20 License No. 16775
Pages or Sheets Covered by this Seal: THIS SHEET ONLY.
My license renewal date is December 31, 2020

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PINNACLE PRAIRIE COMMERCIAL SOUTH-PHASE IV
SE 1/4 SEC. 25 SW 1/4 SEC. 30

GENCOM ADDITION 5

CES wayne classen engineering and surveying, inc. waterloo, iowa

Western Home Communities Ninth Addition Engineers Estimate of Probable Construction Cost, 06-04-2019

ITEM NO.	DESCRIPTION	UNITS	EST. QUANTITY	UNIT BID PRICE	TOTAL BID PRICE
1	EROSION CONTROL SILT FENCE	L.F.	3,025	\$1.93	\$5,838.25
2	SEDIMENT INTAKE FILTER, AS PER CITY OF CEDAR FALLS STANDARD	EACH	12	\$104.50	\$1,254.00
3	9" DIA., STRAW FILLED WATTLES	L.F.	300	\$3.03	\$909.00
4	SEED, FERTIZE, AND MULCH (IDOT RURAL MIX)	ACRES	9.00	\$1,402.50	\$12,622.50
5	SWPPP ANF NPDES GENERAL PERMIT NO. 2 COMPLIANCE, COMPLETE	L.S.	1	\$2,500.00	\$2,500.00
6	REMOVE 30" HDPE STORM SEWER	L.F.	272	\$24.35	\$6,623.20
7	REMOVE 12" HDPE STORM SEWER	L.F.	40	\$18.56	\$742.40
8	REMOVE STORM SEWER APRON	EACH	1	\$207.69	\$207.69
9	REMOVE EXISTING STORM SEWER STRUCTURES	EACH	4	\$477.00	\$1,908.00
10	REMOVE EXISTING PAVING	S.Y.	740	\$14.06	\$10,404.40
11	REMOVE EXISTING CURB	L.F.	81	\$15.78	\$1,278.18
12	CONCRETE WASHOUT, LEAK PROOF, ON-SITE, W/SIGNAGE, PER SUDAS, COMPLETE	L.S.	1	\$600.00	\$600.00
101	TOPSOIL STRIP, SALVAGE AND STOCKPILE	C.Y.	8,762	\$1.40	\$12,266.80
102	CLASS 10 EXCAVATION	C.Y.	6,261	\$2.23	\$13,962.03
103	CLASS 10 EXCAVATION, OFF-SITE BORROW	C.Y.	1,900	\$5.53	\$10,507.00
104	TOPSOIL RESPREAD	C.Y.	7,118	\$2.65	\$18,862.70
201	SANITARY SEWER MANHOLE, STANDARD 48" DIA.	EACH	8	\$4,045.16	\$32,361.28
	SANITARY SEWER MANHOLE, STANDARD 60" DIA., W/INSIDE DROP CONNECTION	EACH	1	\$8,571.14	\$8,571.14
202	SANITARY SEWER, 8-INCH DIA., WITH TEES AND WYES	L.F.	1,390	\$47.33	\$65,788.70
203	SANITARY SEWER, 6-INCH DIA., WITH TEES AND WYES	L.F.	220	\$42.15	\$9,273.00
204	SANITARY SEWER SERVICE, 4-INCH DIA.	L.F.	700	\$37.33	\$26,131.00
205	SANITARY SEWER SERVICE, 4-INCH DIA., INSIDE DROP CONNECTION TO EXISTING MANHOLE	EACH	2	\$550.24	\$1,100.48
401	STORM SEWER INTAKE, IDOT STANDARD ROAD PLAN SW-505	EACH	2	\$2,511.85	\$5,023.70
402	STORM SEWER INTAKE, IDOT STANDARD ROAD PLAN SW-508	EACH	2	\$3,520.82	\$7,041.64
403	STORM SEWER INTAKE, IDOT STANDARD ROAD PLAN SW-510	EACH	3	\$6,316.20	\$18,948.60
404	STORM SEWER INTAKE, IDOT STANDARD ROAD PLAN SW-512, 36" DIA.	EACH	3	\$2,907.60	\$8,722.80
405	STORM SEWER INTAKE, IDOT STANDARD ROAD PLAN SW-512, 24" DIA.	EACH	4	\$1,626.91	\$6,507.64
406	STORM SEWER, 15" DIA., 2000D RCP	L.F.	62	\$52.56	\$3,258.72
407	STORM SEWER, 30" DIA., 2000D RCP	L.F.	105	\$93.99	\$9,868.95
408	APRON, STORM SEWER, 30-INCH DIA., 2000D RCP	EACH	1	\$1,600.89	\$1,600.89
409	STORM SEWER, 15-INCH DIA. HDPE, PERFORATED	L.F.	200	\$28.66	\$5,732.00
410	STORM SEWER, 18-INCH DIA. HDPE, PERFORATED	L.F.	492	\$34.28	\$16,865.76
411	STORM SEWER, 15-INCH DIA. HDPE, NON-PERFORATED	L.F.	16	\$28.66	\$458.56
412	STORM SEWER, 24-INCH DIA. HDPE, NON-PERFORATED	L.F.	148	\$44.78	\$6,627.44
413	EROSION STONE	TON	8	\$40.40	\$323.20
414	STORM SEWER, 24-INCH DIA. EXTENSION AND CONCRETE COLLAR TAP, CONNECT AND COLLAR NEW 15" DIA. STORM SEWER TO EXISTING STRUCTURE	EACH	1	\$612.94	\$612.94
415	LONGITUDINAL SUBDRAIN, 8-INCH DIA., IN POROUS BACKFILL	L.F.	2,721	\$13.10	\$35,645.10
501	LONGITUDINAL SUBDRAIN OUTLET TO STORM STRUCTURE, STD. CITY OF CEDAR FALLS	EACH	12	\$198.95	\$2,387.40
502	SUMP PUMP SUBDRAIN OUTLET TO SUBDRAIN, COMPLETE	EACH	13	\$198.95	\$2,586.35
503	SUMP PUMP SUBDRAIN OUTLET TO STORM SEWER, COMPLETE	EACH	3	\$198.95	\$596.85
504	LONGITUDINAL SUBDRAIN OUTLET TO EXISTING STORM STRUCTURE	EACH	2	\$782.53	\$1,565.06
601	WATER SERVICE, COPPER, 1 1/2" DIA., BY OPEN TRENCH	L.F.	670	\$27.47	\$18,404.90
602	WATER SERVICE, COPPER, 1 1/2" DIA., BY HDD	L.F.	125	\$39.18	\$4,897.50
603	WATER SERVICE CONNECTION, 1 1/2" DIA., COMPLETE	EACH	16	\$1,511.43	\$24,182.88
604	OMITTED	EACH	0	\$0.00	\$0.00
605	WATER MAIN 8" DIA., CLASS 52 DIP	L.F.	1,361	\$39.64	\$54,742.84
606	BEND, 22.5°, 8" DIA., DUCTILE IRON, COMPLETE WITH THRUST RESTRAINT	EACH	1	\$397.78	\$397.78
607	BEND, 90°, 8" DIA., DUCTILE IRON, COMPLETE WITH THRUST RESTRAINT	EACH	1	\$475.50	\$475.50
608	TEE, 8" DIA. X 12" DIA., D.I.P., COMPLETE WITH THRUST RESTRAINT	EACH	1	\$728.54	\$728.54
609	TEE, 8" DIA. X 8" DIA., D.I.P., COMPLETE WITH THRUST RESTRAINT	EACH	1	\$537.79	\$537.79
610	REDUCER, 12" DIA. X 8" DIA., D.I.P., COMPLETE WITH THRUST RESTRAINT	EACH	1	\$528.50	\$528.50
611	ENDCAP, 8" DIA., D.I.P., COMPLETE WITH THRUST RESTRAINT	EACH	1	\$400.00	\$400.00
612	GATE VALVE, 8" DIA., M.J., WITH VALVE BOX AND MECHANICAL THRUST RESTRAINT	EACH	3	\$2,358.25	\$7,074.75
613	GATE VALVE, 12" DIA., M.J., WITH VALVE BOX AND MECHANICAL THRUST RESTRAINT	EACH	1	\$2,967.17	\$2,967.17
614	FIRE HYDRANT ASSEMBLY, J.J., 6.5' BURY, COMPLETE	EACH	2	\$4,263.85	\$8,527.70
615	TIE-IN TO EXISTING WATER MAIN	EACH	2	\$1,658.15	\$3,316.30
616	LOWER WATER MAIN AS PER DETAIL, COMPLETE	EACH	1	\$2,685.00	\$2,685.00
617	MECHANICALLY RESTRAINED JOINT WATER MAIN, 6" DIA. AND 8" DIA.	EACH	10	\$49.31	\$493.10
701	MODIFIED SUBBASE, 6" COMPACTED THICKNESS PAVEMENT, P.C. CONCRETE, 7" THICK, WITH INTEGRAL CURB, I.D.O.T. CLASS C-4	S.Y.	6,607	\$6.95	\$45,918.65
702	CLASS C-4	S.Y.	5,522	\$34.00	\$187,748.00
703	SIDEWALK, P.C. CONCRETE, 6" THICK, I.D.O.T. CLASS C-4	S.F.	213	\$6.50	\$1,384.50
704	RECREATIONAL TRAIL, P.C. CONCRETE, 6" THICK, I.D.O.T. CLASS C-4	S.F.	548	\$6.50	\$3,562.00
705	ADA SIDEWALK DETECTABLE WARNING MATS	S.F.	187	\$28.00	\$5,236.00
801	MAINTENANCE BOND	L.S.	1	\$1,500.00	\$1,500.00
802	SIGNAGE, COMPLETE	L.S.	1	\$25,000.00	\$25,000.00
803	SIGNAGE, COMPLETE	L.S.	1	\$2,000.00	\$2,000.00
	TOTAL				\$783,381.18



William J. Claassen
07/25/2019

CASH ESCROW AGREEMENT
IN THE
CITY OF CEDAR FALLS, IOWA

TO _____, ESCROW AGENT

Western Home Independent Living Services, Inc. (the "Developer"), hereby delivers to you in escrow, cash in the amount of \$941,000.00, which shall be held by you at _____ in an interest bearing account at the current interest rate which is in effect from time to time, accounted for in regular monthly intervals and distributed in accordance with the terms and conditions of the attached Contract for Completion of Improvements between the Developer and the City of Cedar Falls, Iowa (the "Contract"), which Contract by this reference is incorporated herein.

The delivery of the cash into the escrow account is a completed delivery and is unconditional, absolute and irrevocable except under the conditions following:

- (a) All parties to the Contract, or their successors in interest, give the Escrow Agent specific directions in writing canceling this Cash Escrow Agreement or modifying its terms.
- (b) An adjudication by any Court of competent jurisdiction ordering a variance in the original terms of the Cash Escrow Agreement or ordering its cancellation.
- (c) Termination of this Cash Escrow Agreement pursuant to the terms and conditions of the attached Contract.

In the event of (a), (b) or (c) above, the escrow shall be considered terminated and, unless otherwise ordered by the Court as in (b) above or directed by the agreement of the parties as in (a) above, the escrowed funds shall be returned to the Developer, or its successors in interest, whereupon the duties of the Escrow Agent are terminated.

If the City of Cedar Falls is entitled to the funds placed in the escrow account, or part thereof, pursuant to the terms and conditions of the attached Contract, the Escrow Agent shall deliver the same to the City of Cedar Falls. This authority shall include delivery of said funds to a transferee authorized in writing by the City of Cedar Falls.

Information in writing delivered to the Escrow Agent by the City of Cedar Falls or its representatives, including a certified copy of its Resolution, evidencing completion and acceptance of the public improvements referred to in said attached Contract, shall be complete and sufficient authority to deliver the cash balance in said Escrow account to the Developer.

The Escrow Agent shall have no responsibility whatsoever to see that the Developer and the City of Cedar Falls perform any of the terms of said Contract between them. Responsibility is limited to effecting the transfer of said funds in the Escrow account as expressly directed and agreed pursuant to said Contract.

This escrow, power, authority and direction may similarly be used by any and all members of your firm or successors thereof.

Dated at Cedar Falls , Iowa, this 26th day of June, 200 .

By: Western Home Independent Living Services, Inc. (Developer)
Kris Hansen (name)
CEO (title)

"DEVELOPER"

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

This instrument was acknowledged before me on the 26th day of June, 200 , by Kris Hansen as CEO of Western Home Independent Living Services, Inc., the Developer.



[Signature]
Notary Public in and for the State of Iowa
My commission expires: 4/11/2020

RECEIPT FOR FUNDS

The undersigned hereby acknowledges receipt of \$941,000.00, as above designated, and agrees to act as Escrow Agent for said transaction and to perform pursuant to instruction as above indicated.

Dated at Cedar Falls, Iowa, this 22nd day of July, 2019.

By: Farmers State Bank

Tyler Johnson (name)

Assistant Branch Manager (title)

"ESCROW AGENT"



SURETY BOND NO. 2416567

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Western Home Independent Living Services, Inc., as Principal (hereinafter the "Principal") and West Bend Mutual 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 seven hundred eighty-three thousand & three hundred eighty-one dollars & eighteen cents dollars (\$783,381.18), 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 _____, _____; 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:

Public infrastructure including streets, sewers, utility lines or any other such public infrastructure

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 _____ day of _____, _____.

Countersigned By:

[Signature]
Signature of Agent

Michelle Featherston
Printed Name of Agent

Lee Agency
Company Name

200 Ford Avenue
Company Address

Muscatine, IA 52761
City, State, Zip Code

563-263-9252
Company Telephone Number

PRINCIPAL:

Intern Home Independent Living Services,
Principal

By: [Signature]
Signature

CEO
Title

SURETY:

West Bend Mutual Insurance Company
Surety Company

By: _____
Signature of Attorney-in-Fact

Printed Name of Attorney-in-Fact

Company Name

Company Address

City, State, Zip Code

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.

01262978-1\10283-000



THE SILVER LINING®

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BOND EXECUTION REPORT**Date:** 07/16/2019**Bond Number:** 2416567**AGENCY INFORMATION:**LEE AGENCY INC , 14555
200 FORD AVENUE
MUSCATINE, IA 52761**PRINCIPAL INFORMATION:**Western Home Independent Living Services, Inc.
420 E 11th St
Cedar Falls, IA 50613-3364**OBLIGEE INFORMATION:**City of Cedar Falls
220 Clay St
Cedar Falls, IA 50613-2726**Transaction Description:** New Business**WB Index:** 2416567**Bond Effective Date:** 06/26/2019**Bond Type:** Maintenance Bond**Work Description:** public infrastructure including streets, sewers, utility lines or any other such public infrastructure**Bond Penalty:** \$ 783,381.18**Premium:** \$ 32,433**THIS IS NOT AN INVOICE**

MICHIGAN ONLY: This policy is exempt from filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.



THE SILVER LINING®

Bond No. 2416567

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

JASON NORTON

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Seven Million Five Hundred Thousand Dollars (\$7,500,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 22nd day of September, 2017.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 22nd day of September, 2017, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli A. Benedum
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 26th day of June, 2019.



Heather Dunn
Vice President - Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.

**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: Ben Claypool, Civil Engineer II, PhD, EI

DATE: July 31, 2019

SUBJECT: Park Ridge Estates
Contract for Completion of Improvements
Project No. SU – 345 – 3186

The developer of the above-mentioned project, BJW Holdings, 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 \$324,298.32 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 _____, 20 19, by and between _____, 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 Park Ridge Estates 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 \$ 324,298.32 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 \$ 324,298.32 , issued by IMT Insurance Company, Exhibit "C".
- D. Maintenance Bond in the amount of \$ 588,021.75 , issued by IMT Insurance Company , Exhibit "D."

Exhibit A – Legal Description

Park Ridge Estates

That Part of the Northwest Quarter (NW $\frac{1}{4}$), of the Southeast Quarter (SE $\frac{1}{4}$) of the Section Three (3) Township Eighty-Nine North (T89N), Range Fourteen West (R14W) of the Fifth Principal Meridian in the City of Cedar Falls, Black Hawk, County, Iowa, Lying North of Lakewood Hills, Except the East Six Hundred Five (605) Feet Thereof.

Also

That Part of the Northwest Quarter (NW $\frac{1}{4}$), of the Southeast Quarter (SE $\frac{1}{4}$) of the Section Three (3) Township Eighty-Nine North (T89N), Range Fourteen West (R14W) of the Fifth Principal Meridian in the City of Cedar Falls, Black Hawk, County, Iowa, Lying North of Lakewood Hills, Except the West One Thousand Two Hundred Forty-Eight (1,248) Feet Thereof.

FINAL PLAT PARK RIDGE ESTATES SUBDIVISION CEDAR FALLS, IOWA

TRACT USE TABLE	
TRACT "A"	STREET R.O.W.
OUTLOT "A"	TO BE USED FOR EXPANSION OF A YARD FOR DEAN AND ROBYN ANDERSON AND SUBSEQUENT OWNERS. OUTLOT "A" WILL BE A PART OF AN UNPLATTED CEDAR FALLS NE SW LOT WITH THE ADDRESS BEING 3316 SKYVIEW DR, CEDAR FALLS, IA 50613.
OUTLOT "B"	RESERVED FOR FURTHER DEVELOPMENT PENDING FLOOD MAP REVISIONS.
OUTLOT "C"	TO BE CONVEYED TO THE OWNER OF LOT 1.
OUTLOT "D"	TO BE CONVEYED TO THE OWNER OF LOT 2.
OUTLOT "E"	TO BE CONVEYED TO THE OWNER OF LOT 3.
OUTLOT "F"	TO BE CONVEYED TO THE OWNER OF LOT 4.
OUTLOT "G"	STORM WATER MANAGEMENT
OUTLOT "H"	STORM WATER MANAGEMENT

SURVEYOR AND ENGINEER

JEREMY A. HARRIS, 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: R1 (RESIDENTIAL)

DEVELOPER

BRIAN WINGERT
2021 MAIN ST., SUITE A
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

PROPRIETOR

BJW HOLDINGS LLC
2110 FLYNN DRIVE
CEDAR FALLS, IA 50613

SHEET INDEX

SHEET NO.	DESCRIPTION
1 OF 5	TITLE SHEET
2 OF 5	FINAL PLAT
3 OF 5	FINAL PLAT EASEMENTS
4 OF 5	FINAL PLAT EASEMENTS
5 OF 5	FINAL PLAT EASEMENTS

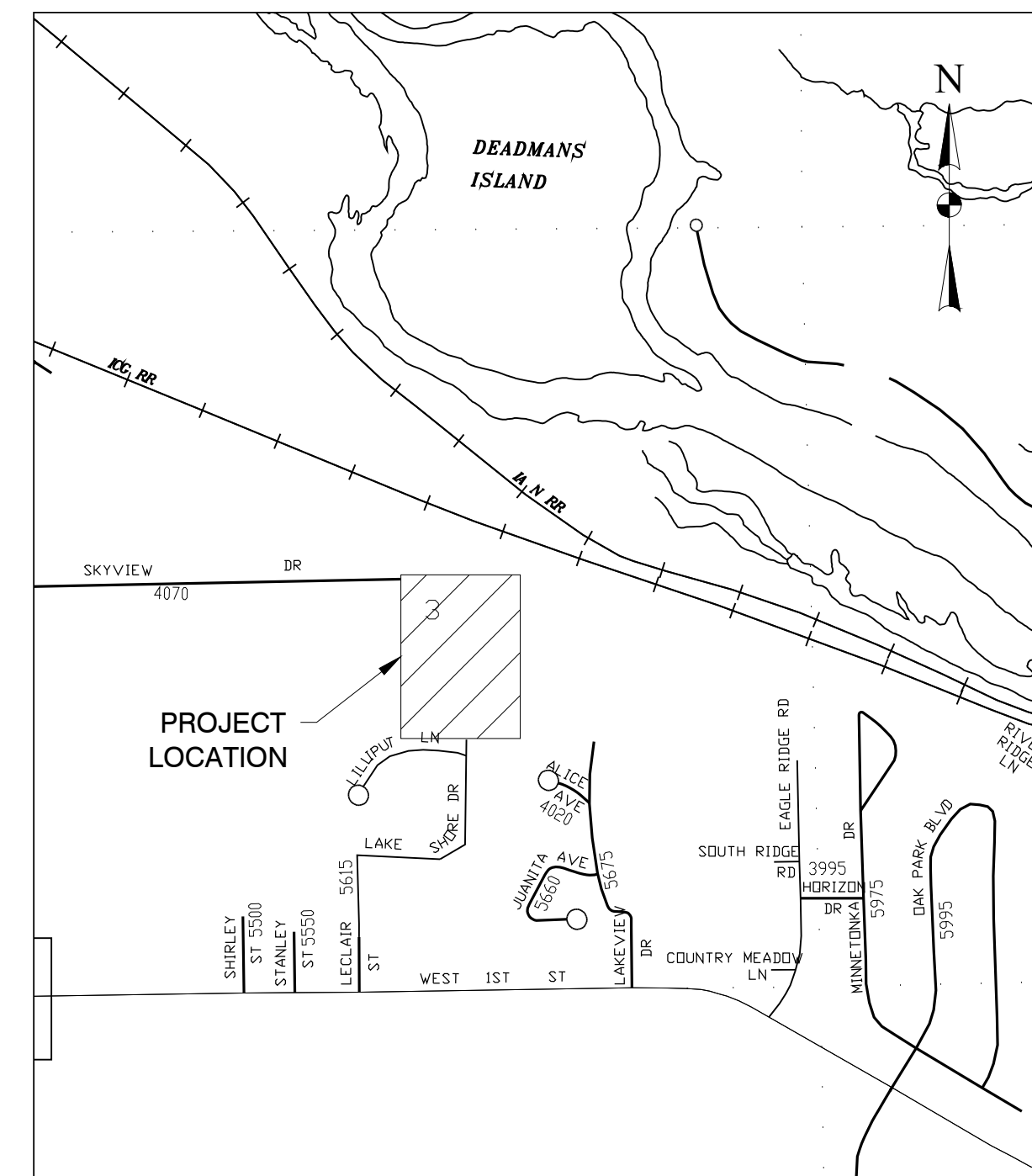
SETBACK DATA

LOT NO	SIDE	REAR
LOT 1	15.9'	30'
LOT 2	14.8	30'
LOT 3	7.5	30'
LOT 4	7.5	30'
LOT 5	11.0	30'
LOT 6	20.0	30'

LINE DATA		
LINE NUMBER	BEARING	DISTANCE
L1	N66°55'24"W	37.54'
L2	N21°27'19"W	41.96'
L3	N24°58'12"E	42.01'

CURVE TABLE					
CURVE DATA	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD
C1	21.55'	25.00'	49°23'29"	N26°37'02"W	20.89'
C2	77.25'	59.50'	74°23'29"	N14°07'02"W	71.94'
C3	47.22'	59.50'	45°27'58"	N45°48'42"E	45.99'
C4	48.21'	59.50'	46°25'32"	S88°14'34"E	46.90'
C5	47.22'	59.50'	45°27'58"	S42°17'49"E	45.99'
C6	69.61'	59.50'	67°02'03"	S13°57'11"W	65.71'
C7	21.55'	25.00'	49°23'29"	S22°46'28"W	20.89'
C8	289.51'	59.50'	278°46'58"	N88°04'43"E	77.46'

	(GROSS-ACRES)	(EASE-ACRES)	(NET-ACRES)
NE 1/4 SW 1/4 SEC 3-89-14	2.22 AC	0.00 AC	2.22 AC
NW 1/4 SE 1/4 SEC 3-89-14	18.49 AC	0.00 AC	18.49 AC
TOTAL	20.71 AC	0.00 AC	20.71 AC



VICINITY MAP
NOT TO SCALE

LEGAL DESCRIPTION

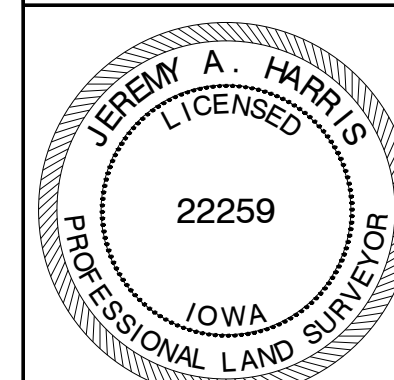
THAT PART OF THE NORTHWEST QUARTER (NW 1/4), OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION THREE (3), TOWNSHIP EIGHTY-NINE NORTH (T89N), RANGE FOURTEEN WEST (R14W) OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF CEDAR FALLS, BLACK HAWK, COUNTY, IOWA, LYING NORTH OF LAKEWOOD HILLS, EXCEPT THE EAST SIX HUNDRED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

ALSO

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

DATE PREPARED: 6/24/2019

PARK RIDGE ESTATES SUBDIVISION FINAL PLAT BLACK HAWK COUNTY, IOWA	
<p>LEGEND:</p> <ul style="list-style-type: none"> ▲ GOVERNMENT CORNER MONUMENT FOUND △ GOVERNMENT CORNER MONUMENT SET 1/2" x 30" REBAR w/BLUE PLASTIC ID CAP #22259 ● PARCEL OR LOT CORNER MONUMENT FOUND ○ SET 1/2" x 30" REBAR w/BLUE PLASTIC ID CAP #22259 () RECORDED AS 	<p>I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.</p> <p style="text-align: right;">JEREMY A. HARRIS, PLS _____ date Iowa License Number 22259 My License Renewal Date is December 31, 2019 Pages or sheets covered by this seal: SHEETS 1 OF 5, 2 OF 5, 3 OF 5, 4 OF 5, AND 5 OF 5.</p>



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

Clapsaddle-Garber Associates, Inc.
Toll Free (800) 542-7961
www.cgaconsultants.com

DESIGNED: _____ DATE: _____
DRAWN: SJC DATE: _____
CHECKED: JAH DATE: _____
APPROVED: _____ DATE: _____

PARK RIDGE ESTATES SUBDIVISION

CEDAR FALLS, IOWA

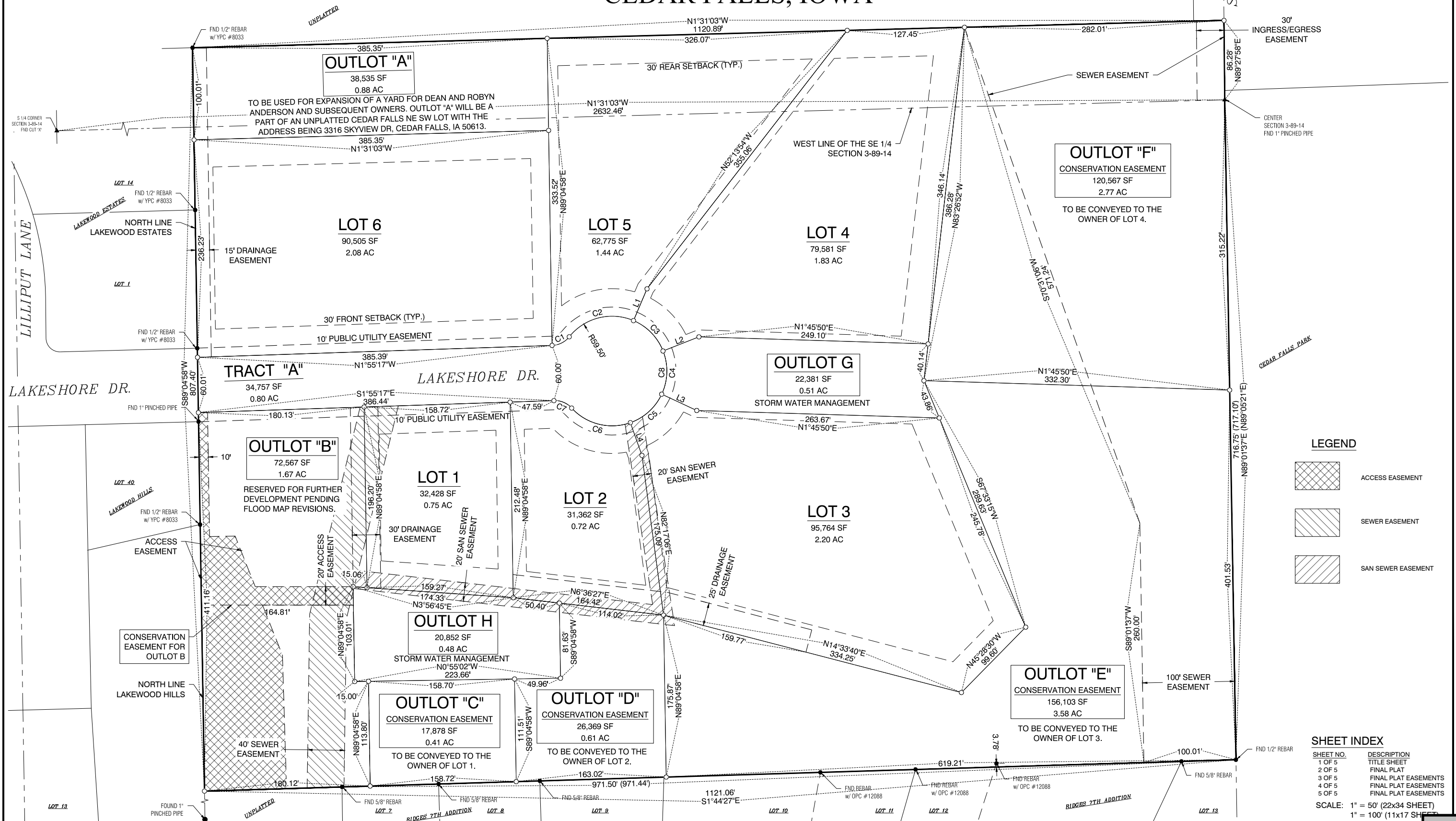
FINAL PLAT

PROJECT NO.
5694.05

SHEET NO.
1 OF 5

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FINAL PLAT PARK RIDGE ESTATES SUBDIVISION CEDAR FALLS, IOWA



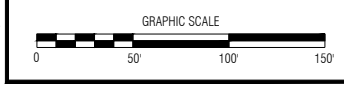
LEGEND

- ACCESS EASEMENT
- SEWER EASEMENT
- SAN SEWER EASEMENT

SHEET INDEX

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1 OF 5	TITLE SHEET
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5 OF 5	FINAL PLAT EASEMENTS

SCALE: 1" = 50' (22x34 SHEET)
 1" = 100' (11x17 SHEET)



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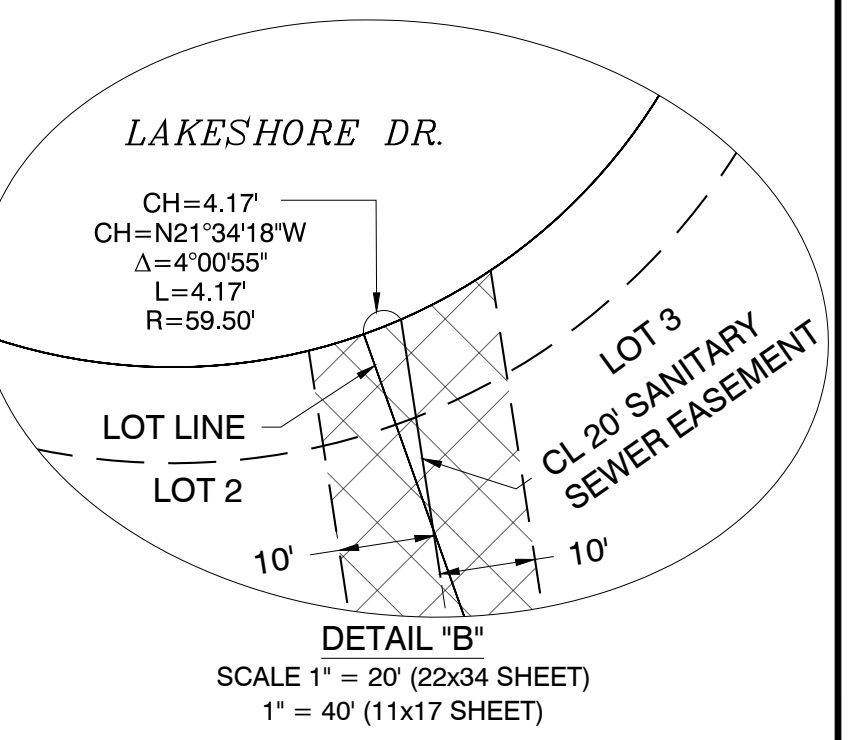
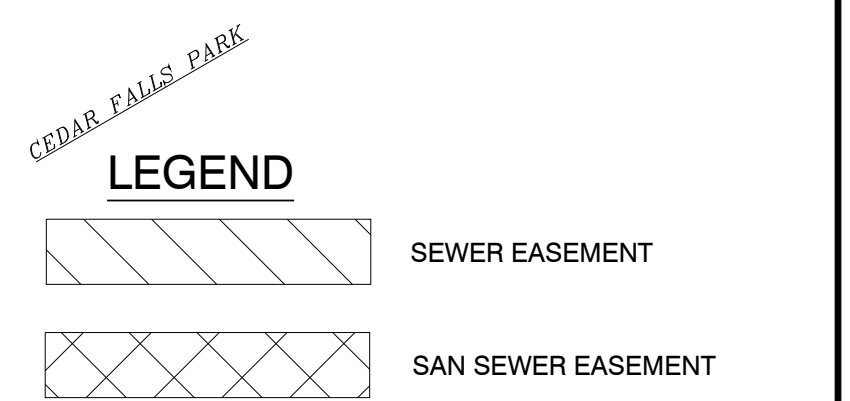
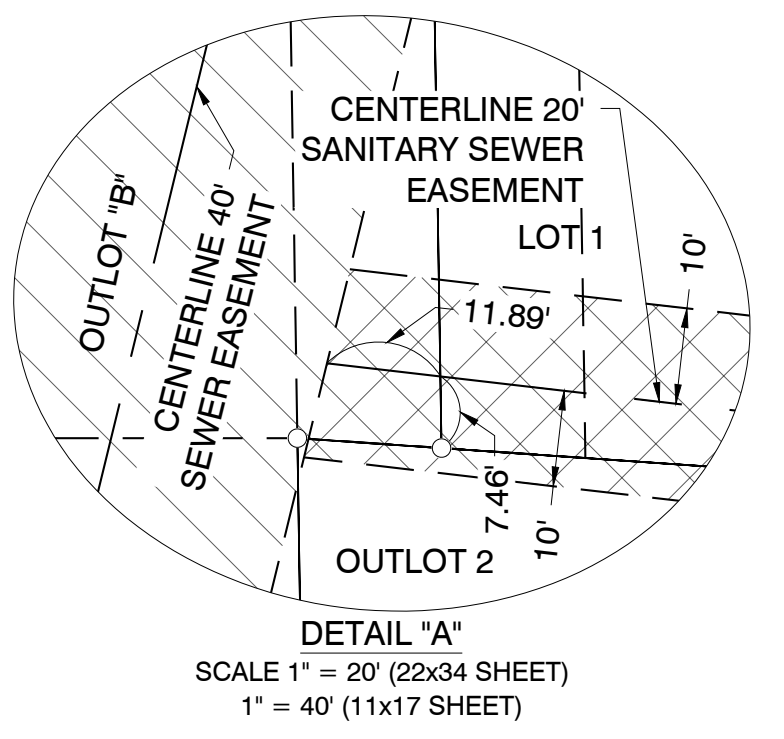
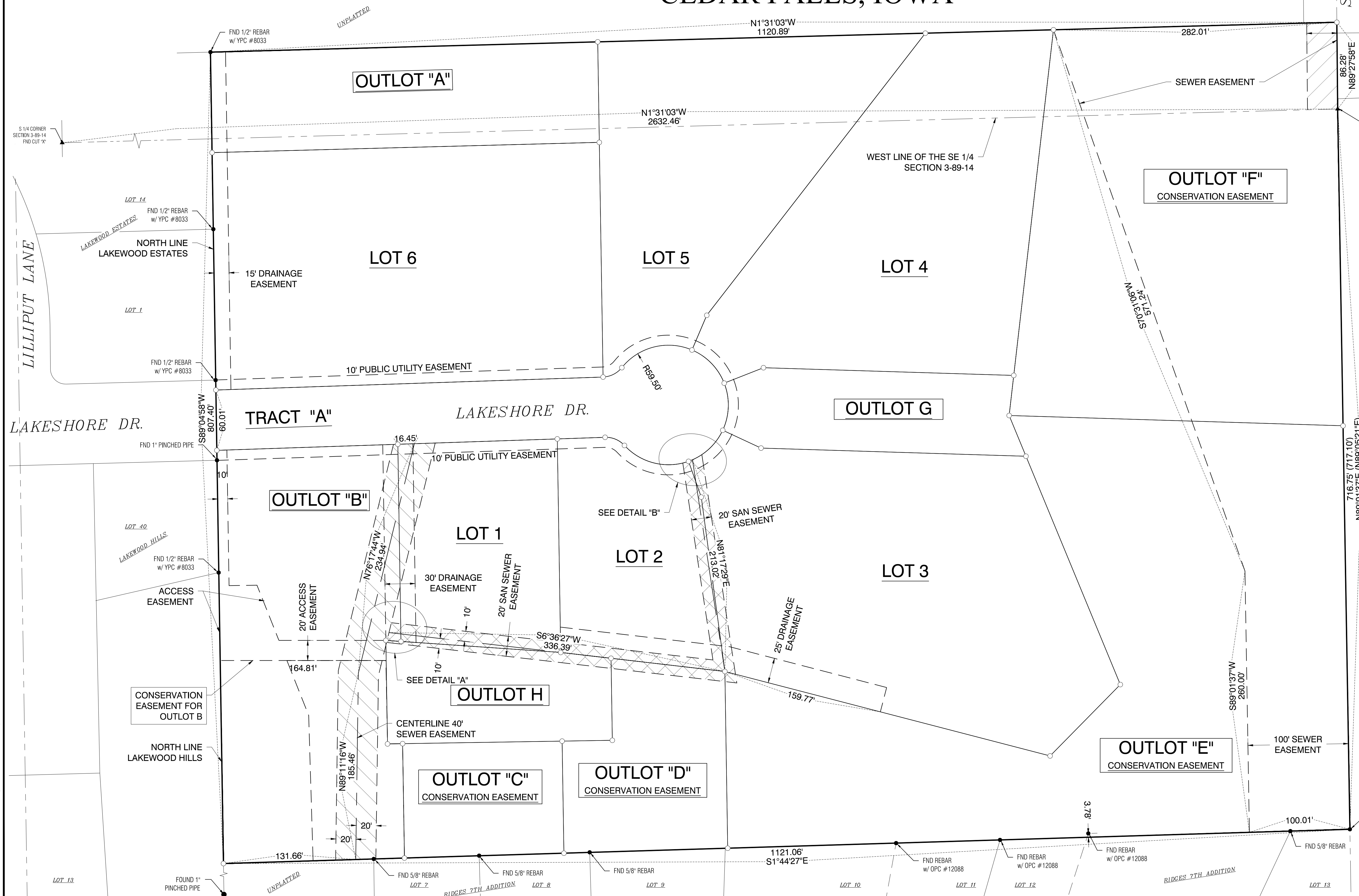
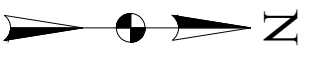
CGA Clapsaddle-Garber Associates, Inc.
 Toll Free (800) 542-7961
 www.cgaconsultants.com

DESIGNED: _____ DATE: _____
 DRAWN: SJC _____ DATE: _____
 CHECKED: JAH _____ DATE: _____
 APPROVED: _____ DATE: _____

PARK RIDGE ESTATES SUBDIVISION CEDAR FALLS, IOWA

FINAL PLAT

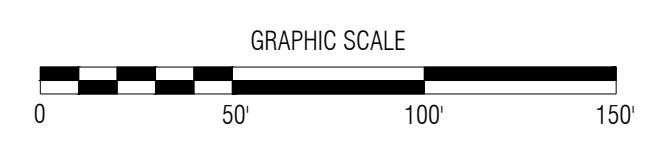
FINAL PLAT PARK RIDGE ESTATES SUBDIVISION CEDAR FALLS, IOWA



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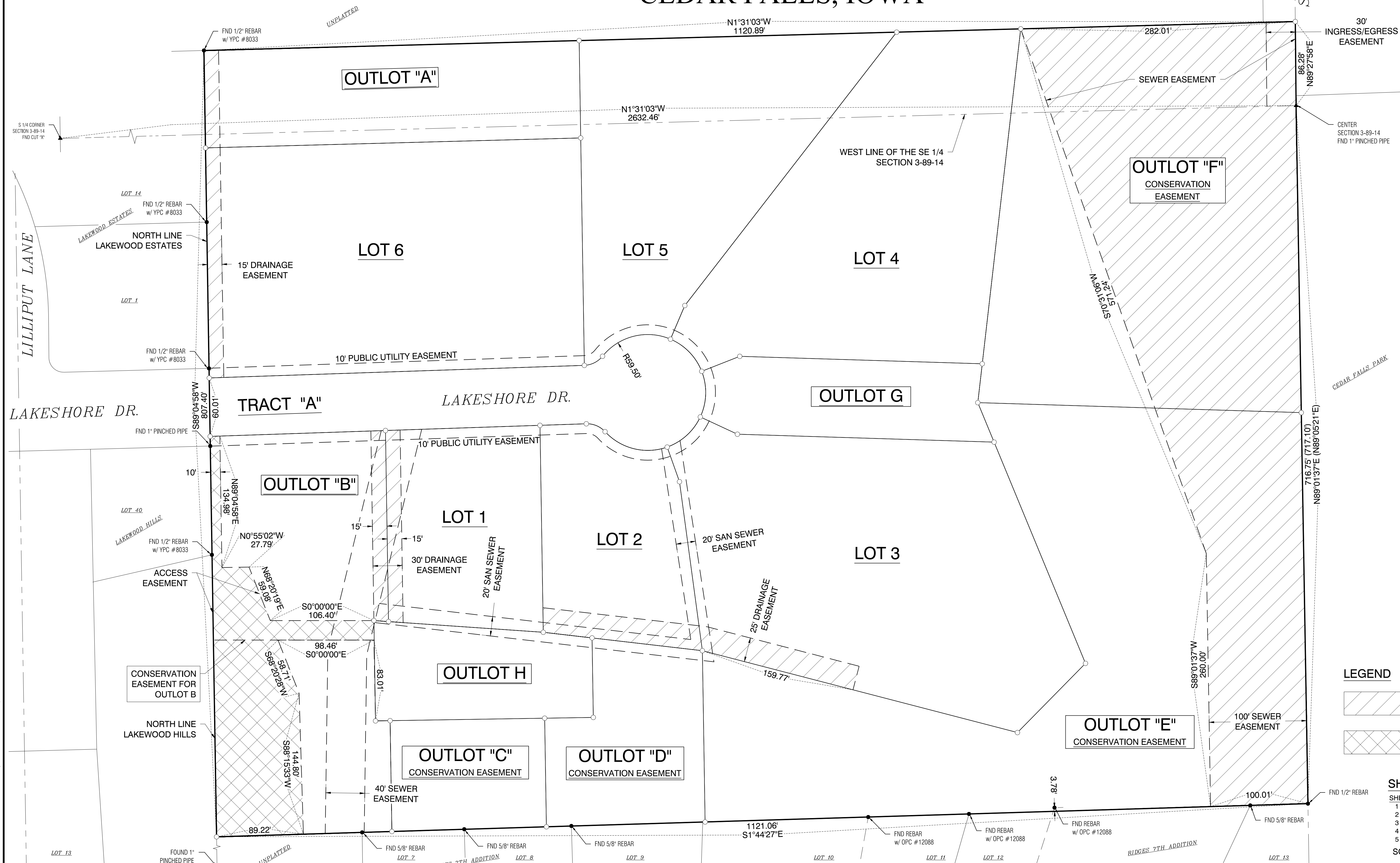
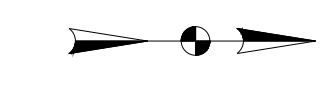
PARK RIDGE ESTATES SUBDIVISION CEDAR FALLS, IOWA

FINAL PLAT

PROJECT NO. 5694.05
SHEET NO. 3 OF 5

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FINAL PLAT PARK RIDGE ESTATES SUBDIVISION CEDAR FALLS, IOWA



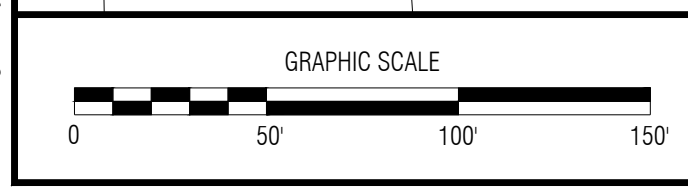
LEGEND

	DRAINAGE EASEMENT
	ACCESS EASEMENT

SHEET INDEX

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www.cgaconsultants.com

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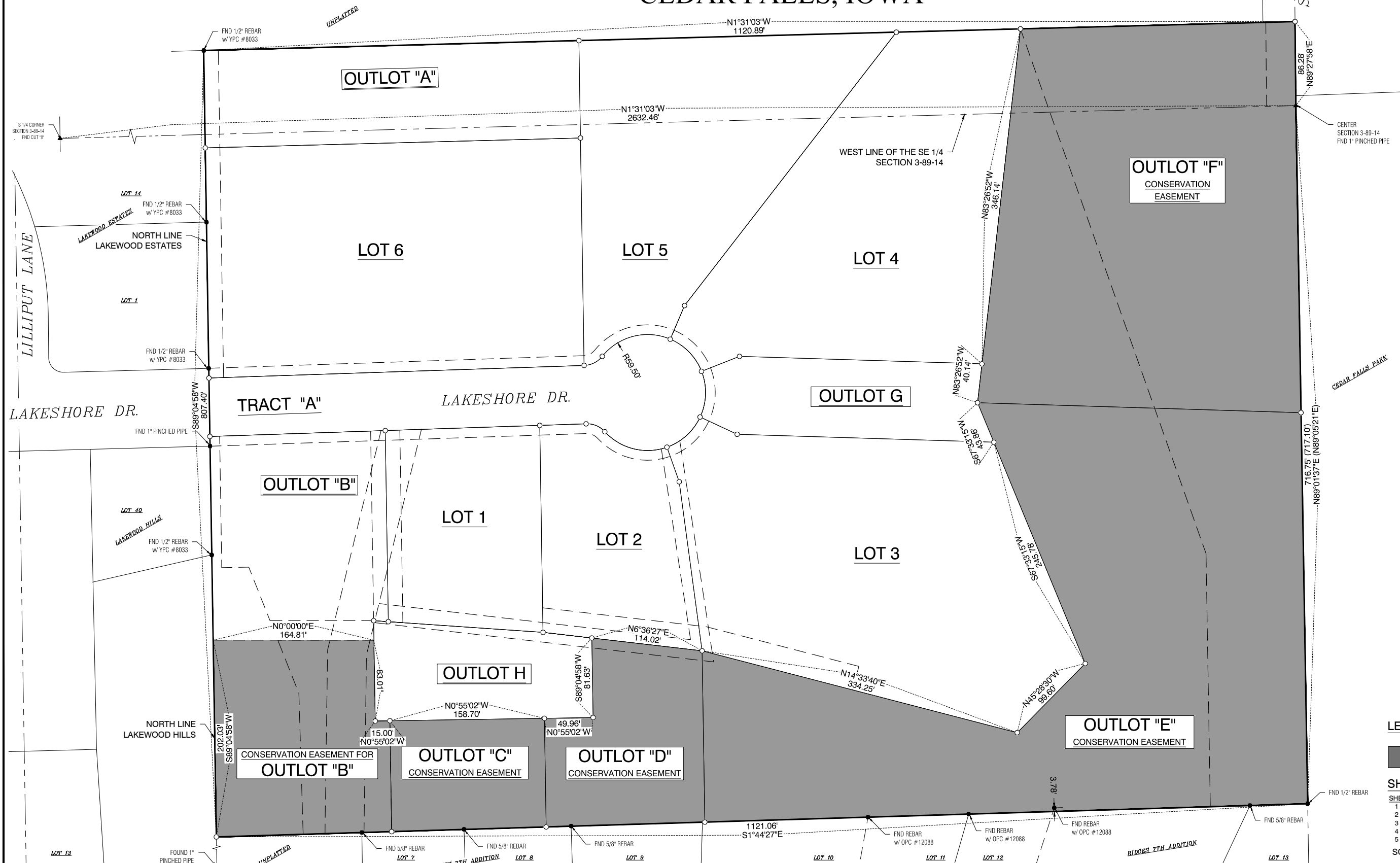
PARK RIDGE ESTATES SUBDIVISION CEDAR FALLS, IOWA

FINAL PLAT

PROJECT NO. 5694.05
SHEET NO. 4 OF 5

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FINAL PLAT PARK RIDGE ESTATES SUBDIVISION CEDAR FALLS, IOWA



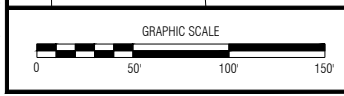
LEGEND

■ CONSERVATION EASEMENTS

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CGA Clapsaddle-Garber Associates, Inc.
Toll Free (800) 542-7961
www.cgaconsultants.com

DESIGNED: _____ DATE: _____
DRAWN: SJC _____ DATE: _____
CHECKED: JAH _____ DATE: _____
APPROVED: _____ DATE: _____

PARK RIDGE ESTATES SUBDIVISION CEDAR FALLS, IOWA

FINAL PLAT

PROJECT NO. 58
SHEET NO. 5 OF 5

PROJECT: PARK RIDGE ESTATES
 PN: 5694

CREATED BY: STT
 DATE CREATED: 7/29/2019

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	MOBILIZATION	LS	1.0	\$3,500.00	\$3,500.00
2	TRAFFIC CONTROL	LS	1.0	\$900.00	\$900.00
3	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	10770.0	\$10.15	\$109,315.50
4	REVTMENT, CLASS D, W/ ENGINEERING FABRIC	TN	588.0	\$60.00	\$35,280.00
5	TOPSOIL, STRIP AND STOCKPILE	CY	4510.0	\$2.50	\$11,275.00
6	TOPSOIL, SPREAD	CY	4157.0	\$20.00	\$83,140.00
7	TOPSOIL, WASTE	CY	353.0	\$3.00	\$1,059.00
8	SPECIAL COMPACTION OF SUBGRADE	STA	5.0	\$400.00	\$2,000.00
9	GRANULAR SUBBASE	SY	2355.3	\$8.10	\$19,077.93
10	STD. OR SLIP FORM PCC, CLASS A, CLASS 3, 7 IN.	SY	2119.0	\$39.25	\$83,170.75
11	SIDEWALK, PCC, 4 IN.	SY	33.7	\$39.00	\$1,314.30
12	REMOVAL OF INTAKES AND UTILITY ACCESSES	EA	1.0	\$800.00	\$800.00
13	REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	LF	317.0	\$12.76	\$4,044.92
14	REMOVAL OF EXISTING STRUCTURE	LS	1.0	\$950.00	\$950.00
15	REMOVAL OF EXISTING BARRICADE	LS	1.0	\$175.00	\$175.00
16	CLEARING AND GRUBBING	LS	1.0	\$4,350.00	\$4,350.00
17	EXISTING STRUCTURE TIE-IN	EA	1.0	\$1,450.00	\$1,450.00
18	STORM MANHOLE, MINOR ADJUSTMENT	EA	1.0	\$175.00	\$175.00
19	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 18 IN.	LF	164.0	\$58.00	\$9,512.00
20	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 24 IN.	LF	233.0	\$98.00	\$22,834.00
21	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 12 IN.	LF	59.9	\$55.00	\$3,294.50
22	INTAKE, SW-509	EA	3.0	\$5,525.00	\$16,575.00
23	12" RCP ST. PIPE APRON, APRON FOOTING W/ REBAR, & APRON GUARD	EA	2.0	\$0.00	\$0.00
24	24" RCP ST. PIPE APRON, APRON FOOTING W/ REBAR, & APRON GUARD	EA	2.0	\$1,200.00	\$2,400.00
25	SUBDRAIN, PERFORATED PLASTIC PIPE, 6 IN. DIA.	LF	1037.0	\$13.00	\$13,481.00
26	SUBDRAIN OUTLET (CFD.01)	EA	6.0	\$275.00	\$1,650.00
27	SILT FENCE	LF	9338.0	\$2.25	\$21,010.50
28	INLET PROTECTION (FILTERSOXX)	LF	180.0	\$7.25	\$1,305.00
29	STABILIZING CROP - SEEDING AND FERTILIZING (URBAN)	AC	5.2	\$1,000.00	\$5,200.00
30	CHECK DAMS, EROSION STONE, 6 IN., ON ENGINEERING FABRIC	TN	46.0	\$52.50	\$2,415.00
31	STABILIZED CONSTRUCTION ENTRANCE	TN	55.0	\$24.00	\$1,320.00
32	ROLLED EROSION CONTROL PRODUCT (RECP)	SY	2856.0	\$1.50	\$4,284.00
33	SANITARY SEWER GRAVITY MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 8 IN. (TRUSS)	LF	631.0	\$29.75	\$18,772.25
34	MANHOLE, SANITARY SEWER, SW-301, 48 IN.	EA	2.0	\$3,600.00	\$7,200.00
35	MANHOLE, SANITARY SEWER, SW-303, 48 IN.	EA	1.0	\$4,200.00	\$4,200.00
36	MANHOLE ADJUSTMENT, MAJOR	EA	1.0	\$500.00	\$500.00
37	SANITARY SEWER SERVICE STUB, PVC, 4 IN.	LF	348.0	\$26.50	\$9,222.00
38	WATERMAIN CONNECTION	LS	1.0	\$637.50	\$637.50
39	PRESSURE AND DISINFECTION TEST	LS	1.0	\$925.00	\$925.00
40	WATER MAIN, DIP, 8 IN, POLY-WRAPPED	LF	475.0	\$53.00	\$25,175.00
41	TOTAL LF OF SERVICE LINE, 2" COPPER	LF	378.0	\$17.25	\$6,520.50
42	CURB STOP	EA	7.0	\$290.00	\$2,030.00
43	WATER MAIN, FIRE HYDRANT ASSEMBLY, END OF WATERMAIN	EA	1.0	\$3,850.00	\$3,850.00
44	WATER MAIN, FIRE HYDRANT ASSEMBLY	EA	1.0	\$3,850.00	\$3,850.00
45	WATER MAIN, FITTINGS, 45 DEGREE, 8"	EA	3.0	\$500.00	\$1,500.00
46	WATER MAIN, FITTINGS, REDUCER, 8"X6"	EA	1.0	\$385.00	\$385.00
CO1.01	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 18 IN.	LF	-164.0	\$37.25	-\$6,109.00
CO1.02	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 24 IN.	LF	-233.0	\$48.75	-\$11,358.75
CO1.03	INTAKE, SW-509	EA	-3.0	\$5,525.00	-\$16,575.00
CO1.04	24" RCP ST. PIPE APRON, APRON FOOTING W/ REBAR, & APRON GUARD	EA	-1.0	\$990.00	-\$990.00
CO1.05	EX SW-401 MANHOLE MINOR ADJUSTMENT	EA	-1.0	\$175.00	-\$175.00
CO1.06	24" RCP	LF	37.0	\$98.00	\$3,626.00
CO1.07	36" RCP	LF	392.0	\$100.00	\$39,200.00
CO1.08	SW-509	EA	1.0	\$5,525.00	\$5,525.00
CO1.09	SW-510	EA	2.0	\$5,750.00	\$11,500.00
CO1.10	36" FLARED END SECTION	EA	1.0	\$1,850.00	\$1,850.00
CO1.11	SW-401, 60" MANHOLE	EA	1.0	\$4,200.00	\$4,200.00
CO1.12	ST. OR SLIP FORM 7" PCC	SY	28.6	\$61.25	\$1,751.75
CO1.13	REMOVE EX STRUCTURE	EA	1.0	\$950.00	\$950.00
CO1.14	REMOVE EX PCC PATCH	SY	28.6	\$38.50	\$1,101.10
CO1.15	REMOVE EX 18" RCP	LF	12.0	\$125.00	\$1,500.00
TOTAL MAINTENANCE BOND AMOUNT					\$588,021.75



Prepared By:
 Adam C. Daters, PE

July 29, 2019
 Date:

PERFORMANCE AND PAYMENT BOND

KNOW ALL BY THESE PRESENTS:

That we, **BJW Holdings, 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 **Three Hundred Twenty-four Thousand Two Hundred Ninty-eight and 32/100** dollars (\$ **324,298.32**), 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 **Park Ridge Estates** 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:

Park Ridge Estates**Division 1 - Grading, Paving and Utility Plans Construction**

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 19th day of June, 2019.

PRINCIPAL:

BJW Holdings, LLC

Principal

By: [Signature]
Signature

Owner/Manager

Title

SURETY:

IMT Insurance Company

Surety Company

By: [Signature]
Signature Attorney-in-Fact

Jason Styve

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.

01278948-1\10283-000



POWER OF ATTORNEY

No. SY95478

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:

Five Hundred Thousand and No/100 (\$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 19th day of June, 2019.

IMT Insurance Company

Sean Kennedy

Sean Kennedy, President



STATE OF IOWA }
COUNTY OF POLK }

ss:

On this 19th day of June, 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 19th day of June, 2019.

Dalene Holland

Dalene Holland, Secretary



SURETY BOND NO. SY95505

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, BJW Holdings, 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 Five Hundred Eighty-eight Thousand Twenty-one and 75/100 dollars (\$ 588,021.75), 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 _____, _____; 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:

Park Ridge Estates
Division 1 - Grading, Paving, and Utility Plans

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 30th day of July, 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:

BJW Holdings, LLC

Principal

By: 

Signature

Owner/Manager

Title

SURETY:

IMT Insurance Company

Surety Company

By: 

Signature of Attorney-in-Fact

Jason Styve

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.

01262978-1\10283-000



POWER OF ATTORNEY

No. SY95505

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:

Five Hundred Eighty-eight Thousand Twenty-one and 75/100 (\$588,021.75) 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 30th day of July, 2019.

IMT Insurance Company

Sean Kennedy

Sean Kennedy, President



STATE OF IOWA } ss:
COUNTY OF POLK }

On this 30th day of July, 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 30th day of July, 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: Benjamin Claypool, Civil Engineer II, PhD, E.I.

DATE: July 31, 2019

SUBJECT: Professional Services Agreement, Snyder & Associates, Inc.
2019 Engineering Services
Supplemental Agreement No. 9
Northern Cedar Falls Drainage Study
City Project No. ST-000-3209

Please find attached Supplemental Agreement No. 9 to the Professional Services Agreement between the City of Cedar Falls and Snyder & Associates, Inc. for 2019 Engineering Services. This supplemental agreement includes a drainage study for the neighborhood generally defined by the residential areas north of Rosewood Drive and west of Center Street in the city of Cedar Falls. The agreement will provide the development of two conceptual design alternates to mitigate flooding to the subject properties.

The City of Cedar Falls entered into a Professional Services Agreement with Snyder & Associates, Inc. for the 2019 Engineering Services on December 3, 2018. Funding for the Supplemental Agreement #9 will be provided by the storm water fund in the amount of \$7,500.00. This project is included in the City of Cedar Falls' Capital Improvements Program.

The Department of Community Development requests your consideration and approval of this Supplemental Agreement No. 9 with Snyder & Associates, Inc. for the Northern Cedar Falls Drainage Study.

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

xc: Chase Schrage, Director of Public Works



DEPARTMENT OF PUBLIC WORKS

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

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

SUPPLEMENTAL AGREEMENT NO. 9

2019 Engineering Services Cedar Falls, Iowa Northern Cedar Falls Drainage Study City Project Number ST-000-3209

WHEREAS, a Professional Services Agreement was entered into by the City of Cedar Falls, Iowa (CLIENT), and Snyder & Associates, Inc. (CONSULTANT), of Cedar Rapids, Iowa, dated December 3, 2018 for the municipal engineering support services; and

WHEREAS, the CLIENT and CONSULTANT desire to amend the previous agreement to include Scope of Services and Compensation for additional items required as a part of the 2019 Engineering Services,

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

I. SCOPE OF SERVICES

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

- A. The CONSULTANT shall provide Professional Services for completion of a drainage study for the neighborhood generally defined by the residential areas north of Rosewood Drive and west of Center Street in the City of Cedar Falls. This area has seen repeated flooding from surface water runoff and the City wishes to consider mitigation options.
- B. The CONSULTANT shall determine the drainage area and complete runoff calculations for the site.
- C. The CONSULTANT shall develop up to two conceptual design alternatives to mitigate flooding to the subject properties.
- D. The CONSULTANT shall summarize the results of the study in a design memo and provide an order of magnitude cost estimate and exhibits for each alternative.
- E. The CONSULTANT shall meeting with the CLIENT's staff to discuss the alternatives and answer questions.
- F. The conceptual designs shall be based upon information currently available to the CONSULTANT including LiDAR and the CLIENT's GIS database.
- G. The proposed work does not include survey, field work, or detailed hydraulic modeling. A capacity analysis of the existing storm sewer system is not included.

- H. The schedule for providing these services is as follows:
 - 1. Preliminary Analysis Submittal: September 13, 2019
 - 2. Review Meeting with City: September 27, 2019
 - 3. Final Report Submittal: October 11, 2019

I. Additional Services

- 1. The CLIENT may request Additional Services from the CONSULTANT not included in the Scope of Services as outlined. Additional Services may include, but are not necessarily limited to; expanding the scope of the project or the work to be completed (e.g. construction services are not included in the project scope); requesting the development of various documents; extending the time to complete a project through no fault of the CONSULTANT; or requesting additional work items that increase the Engineering Services and corresponding costs.

II. COMPENSATION

Compensation for the Services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. Total compensation is a not to exceed fee of \$7,500. The compensation for this supplemental agreement is to be segregated from the original agreement.

- III. In all other aspects, the obligations of the CLIENT and CONSULTANT shall remain as specified in the Professional Services Agreement dated December 3, 2018.

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: Lindsay Beaman

Printed Name: _____

Printed Name: Lindsay Beaman

Title: _____

Title: Business Unit Leader

Date: _____

Date: July 31, 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: July 31, 2019
SUBJECT: 2019 Bridge Maintenance Project
Project No. BR-000-3183
Bid Opening

On Tuesday, July 30, 2019 at 2:00 p.m., bids were received and opened for the 2019 Bridge Maintenance Project. A total of three (3) bids were received, with Minturn Inc. the low bidder:

Table with 2 columns: Contractor Name and Base Bid. Rows include Minturn Inc. (\$186,793.00), Jasper Construction (\$208,170.72), and PCI (\$228,997.40).

The Engineer's Estimate for this project was \$143,634.10. Minturn Inc. of Brooklyn, Iowa submitted the low bid in the amount of \$186,793.00. Attached is a bid tab for your reference.

Due to the time of year and contractor's schedules the bids received were significantly higher than anticipated. As a result of the bids, we recommend acceptance of the lowest bid from Minturn Inc. in the amount of \$186,793.00. On August 5th, 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
Stephanie Houk Sheetz, Director of Community Development

PROJECT BID TAB

PROJECT NAME: 2019 BRIDGE MAINTENANCE PROJECT

CITY PROJECT NUMBER: BR-000-3183

BID OPENING: JULY 30, 2019

DEPARTMENT OF PUBLIC WORKS

ENGINEERING DIVISION

CITY OF CEDAR FALLS
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

ITEM NO.	ITEM CODE	ITEM	UNIT	QUANTITY	Engineering Estimate		Minturn Inc		Jasper Construction		PCI	
					UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	2010-108-I-0	SUBBASE, GRANULAR 6 IN.	SY	321.7	\$ 15.00	\$ 4,825.50	\$ 15.00	\$ 4,825.50	\$ 12.00	\$ 3,860.40	\$ 43.50	\$ 13,993.95
2	7010-108-A-0	PAVEMENT, PCC, 8 IN.	SY	106.7	\$ 75.00	\$ 8,002.50	\$ 130.00	\$ 13,871.00	\$ 95.00	\$ 10,136.50	\$ 125.00	\$ 13,337.50
3	7010-108-G-0	CONCRETE MEDIAN, 6 IN.	SY	108.3	\$ 55.00	\$ 5,956.50	\$ 90.00	\$ 9,747.00	\$ 85.00	\$ 9,205.50	\$ 113.00	\$ 12,237.90
4	7021-108-B-0	HMA OVERLAY, 3 IN.	SY	253.3	\$ 50.00	\$ 12,665.00	\$ 76.00	\$ 19,250.80	\$ 69.40	\$ 17,579.02	\$ 70.00	\$ 17,731.00
5	7040-108-G-0	PAVEMENT REMOVAL	SY	321.7	\$ 20.00	\$ 6,434.00	\$ 50.00	\$ 16,085.00	\$ 35.00	\$ 11,259.50	\$ 62.50	\$ 20,106.25
6	8010-108-A-0	TRAFFIC CONTROL	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 14,480.00	\$ 14,480.00	\$ 17,500.00	\$ 17,500.00	\$ 22,675.00	\$ 22,675.00
7	8010-108-B-0	TEMPORARY TRAFFIC SIGNAL	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
8	8020-108-B-0	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORN	STA	32.24	\$ 35.00	\$ 1,128.40	\$ 60.00	\$ 1,934.40	\$ 55.00	\$ 1,773.20	\$ 55.00	\$ 1,773.20
9	8020-108-K-0	PAVEMENT MARKINGS REMOVED	STA	32.24	\$ 30.00	\$ 967.20	\$ 145.00	\$ 4,674.80	\$ 140.00	\$ 4,513.60	\$ 140.00	\$ 4,513.60
10	2121-7425020	GANULAR SHLD, TYPE B	TON	75	\$ 30.00	\$ 2,250.00	\$ 35.00	\$ 2,625.00	\$ 10.00	\$ 750.00	\$ 62.50	\$ 4,687.50
11	2301-0690220	BRIDGE APPROACH, SECONDARY ROADS	SY	106.7	\$ 100.00	\$ 10,670.00	\$ 225.00	\$ 24,007.50	\$ 215.00	\$ 22,940.50	\$ 147.00	\$ 15,684.90
12	2401-6750001	REMOVALS,AS PER PLAN (STRUCTURE NO. 1)	LS	1	\$ 1,300.00	\$ 1,300.00	\$ 1,000.00	\$ 1,000.00	\$ 6,275.00	\$ 6,275.00	\$ 3,000.00	\$ 3,000.00
13	2401-6750001	REMOVALS,AS PER PLAN (STRUCTURE NO. 12)	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 9,600.00	\$ 9,600.00	\$ 3,000.00	\$ 3,000.00
14	2401-6750001	REMOVALS,AS PER PLAN (STRUCTURE NO. 17)	LS	1	\$ 600.00	\$ 600.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 2,400.00	\$ 2,400.00
15	2401-6750001	REMOVALS,AS PER PLAN (STRUCTURE NO. 28)	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 7,200.00	\$ 7,200.00	\$ 3,000.00	\$ 3,000.00
16	2401-6750001	REMOVALS,AS PER PLAN (STRUCTURE NO. 39)	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 1,750.00	\$ 1,750.00	\$ 4,100.00	\$ 4,100.00	\$ 3,200.00	\$ 3,200.00
17	2401-6750001	REMOVALS,AS PER PLAN (STRUCTURE NO. 49)	LS	1	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,400.00	\$ 1,400.00
18	2413-0698074	DECK REPAIR, CLASS A	SY	38	\$ 500.00	\$ 19,000.00	\$ 350.00	\$ 13,300.00	\$ 100.00	\$ 3,800.00	\$ 495.00	\$ 18,810.00
19	2413-1200100	NEOPRENE GLAND INSTALLATION AND TESTING	LF	34.5	\$ 100.00	\$ 3,450.00	\$ 100.00	\$ 3,450.00	\$ 215.00	\$ 7,417.50	\$ 180.00	\$ 6,210.00
20	2414-6444100	STEEL PIPE PEDESTRAIN HAND RAILING	LF	14.4	\$ 200.00	\$ 2,880.00	\$ 650.00	\$ 9,360.00	\$ 450.00	\$ 6,480.00	\$ 410.00	\$ 5,904.00
21	2426-6772016	CONCRETE REPAIR	SF	3	\$ 100.00	\$ 300.00	\$ 450.00	\$ 1,350.00	\$ 275.00	\$ 825.00	\$ 880.00	\$ 2,640.00
22	2533-4980005	MOBILIZATION	LS	1	\$ 10,500.00	\$ 10,500.00	\$ 18,600.00	\$ 18,600.00	\$ 21,750.00	\$ 21,750.00	\$ 20,000.00	\$ 20,000.00
23	2599-9999009	INSTALL CF EXPANSION JOINTS	LF	514.1	\$ 50.00	\$ 25,705.00	\$ 20.00	\$ 10,282.00	\$ 50.00	\$ 25,705.00	\$ 36.00	\$ 18,507.60
24	2599-9999010	FILL VOIDS AT CONDUIT	LS	1	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,680.00	\$ 2,680.00
25	2599-9999010	ALUMINUM HAND RAIL WELD REPAIR	LS	1	\$ 500.00	\$ 500.00	\$ 1,200.00	\$ 1,200.00	\$ 1,000.00	\$ 1,000.00	\$ 1,505.00	\$ 1,505.00
TOTAL:					\$ 143,634.10	\$ 186,793.00	\$ 208,170.72	\$ 228,997.40				



DEPARTMENT OF PUBLIC WORKS

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MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: August 1, 2019

SUBJECT: Cedar Heights Drive and Greenhill Road Intersection Improvements
 Application for Traffic Safety Improvement Program Funding
 City Project Number: RC-000-3171

Each year, the Iowa Department of Transportation (Iowa DOT) accepts applications for traffic safety improvements through the Traffic Safety Improvements Program (TSIP). The intersection of Cedar Heights Dr and Greenhill Rd was studied as a part of the Greenhill Road Corridor Traffic Study (completed December, 2018). That study recommended the intersection be converted into a roundabout in order to improve the safety and capacity of the intersection when Cedar Heights Drive is reconstructed. The intersection of Cedar Heights Drive and Greenhill Road in Cedar Falls is currently signalized and lacks left turn lanes in north/south direction. As a matter of safer operations, the signal was converted to a "split- phased" operation many years ago. However, the split-phase operation is inefficient and is not sustainable with expected traffic growth.

The City's consultant for the Cedar Heights Drive Reconstruction Project, Snyder & Associates, upon approval by Council will submit the application to the Iowa DOT for the funding request. The Cedar Heights Drive and Greenhill Road Intersection Improvements application for Traffic Safety Improvement Program Funding is attached. The project could potentially receive \$500,000.00 in TSIP Funds upon approval by the Iowa DOT. Eligible project costs for construction would be reimbursed by the Iowa DOT.

The Engineering Division recommends acceptance of the Application for the Traffic Safety Improvement Program Funding for the Cedar Heights Drive Reconstruction Project.

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

xc: Chase Schrage, Director of Public Works

RESOLUTION

A RESOLUTION AUTHORIZING THE CITY OF CEDAR FALLS, IOWA, TO MAKE AN APPLICATION TO THE IOWA DEPARTMENT OF TRANSPORTATION TRAFFIC SAFETY IMPROVEMENT PROGRAM (TSIP) FOR THE PARTIAL FUNDING OF THE CEDAR HEIGHTS DRIVE AND GREENHILL ROAD INTERSECTION IMPROVEMENTS, WHICH INCLUDES RECONSTRUCTING THE INTERSECTION AS A ROUNDABOUT.

WHEREAS, the Iowa Department of Transportation has established the TSIP and provides funding for locations where vehicular safety is a concern and documented; and

WHEREAS, said program allows for funding to be provided to local jurisdictions for eligible transportation projects or programs that will improve traffic safety at a specific site or corridor with a crash history; and

WHEREAS, the City of Cedar Falls has determined that by reconstructing the intersection of Cedar Heights Drive and Greenhill Road as a roundabout will help reduce crashes, thus improving safety:

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

1. The City Council supports and approves the attached application for TSIP funding.
2. The City Council hereby commits the additional City funds necessary for construction of the project beyond any TSIP funding.
3. The City Council hereby commits to accepting and maintaining these improvements.
4. The Mayor is hereby authorized to execute the application on behalf of the City.

PASSED AND APPROVED this _____

Jim Brown, Mayor

Attest:

Jacque Danielsens, City Clerk



Application for SITE-SPECIFIC TSIP FUNDS

GENERAL INFORMATION
DATE: 8/1/19Location / Title of Project Intersection of Cedar Heights Drive and Greenhill RoadApplicant Cedar Falls, IAContact Person Chase Schrage Title Director of Public WorksComplete Mailing Address 2200 Technology ParkwayCedar Falls, IA 50613Phone (319) 268-5170 E-Mail chase.schrage@cedarfalls.com
(Area Code)

If more than one highway authority is involved in this project, please indicate and fill in the information below (use additional sheets if necessary).

Co-Applicant(s) _____

Contact Person _____ Title _____

Complete Mailing Address _____

Phone _____ E-Mail _____

(Area Code)

PLEASE COMPLETE THE FOLLOWING PROJECT INFORMATION:
Funding Amount
Total Safety Cost \$ \$1,397,450Total Project Cost \$ \$2,553,650Safety Funds Requested \$ \$500,000

Does this project appear on a Safety Improvement Candidate List or is there a safety study recommendation for this project?

 Yes – Explain The Greenhill Road Corridor Traffic Study recommended a roundabout
 No

APPLICATION CERTIFICATION FOR PUBLIC AGENCY

To the best of my knowledge and belief, all information included in this application is true and accurate, including the commitment of all physical and financial resources. This application has been duly authorized by the participating public agency(ies). I understand the attached resolution(s), where applicable, binds the participating public agency(ies) to assume responsibility for any additional funds, if required, to complete the project. In addition, the participating public agency(ies) agrees to maintain any new or improved public streets or roadways for a minimum of five years.

I understand that, although this information is sufficient to secure a commitment of funds, a firm contract between the applicant and the Department of Transportation is required prior to the authorization of funds.

Representing the City of Cedar Falls

Signed: _____
Signature Date Signed

Printed Name

Attest: _____
Signature Date Signed

Printed Name

**Application for
Traffic Safety Improvement Program Funding
Iowa Department of Transportation**



**Cedar Heights Drive and Greenhill Road Intersection Improvements
Cedar Falls, Iowa**

August 15, 2019

RESOLUTION
PLACEHOLDER PAGE

DRAFT

NARRATIVE

The intersection of Cedar Heights Drive and Greenhill Road in Cedar Falls is currently signalized and will be reconfigured to a roundabout in conjunction with the reconstruction of Cedar Heights Dr south of the intersection to Viking Rd. The intersection lacks left turn lanes in north/south direction and as a matter of safer operations the signal was converted to a “split-phased” operation many years ago. However, the split-phase operation is inefficient and is not sustainable with expected traffic growth. The pavement condition at the intersection has deteriorated significantly and is nearing the end of its service life. The pavement at the intersection would require a minimum of significant repair and possibly total replacement in conjunction with reconstruction of Cedar Heights Dr to the south whether a roundabout was proposed or not.

Existing Conditions

Cedar Heights Dr has a 3-lane cross-section north of the intersection (two through lanes in each direction and a center turn lane) and a 2-lane undivided cross section south of it. Greenhill Rd is a 4-lane undivided road on both sides of the intersection. Cedar Heights Dr has a 35 mph north of the intersection and 45 mph south of the intersection, but the road to the south is being redesigned/reconstructed as a 35 mph road at the same time as the roundabout will be constructed. Greenhill Rd has a 45 mph speed limit both sides of the intersection.

At the intersection, there are two through lanes and one dedicated left turn lane in each direction eastbound and westbound. The southbound approach has one shared left/through lane and one dedicated right lane. The northbound approach has one shared left/through lane and one shared through/right lane, however the two through lanes merge into one lane approximately 200 feet north of the intersection. It is also worth noting that the northbound approach only has approximately 125 feet of storage for two lanes, but due to a gradual taper and lack of pavement markings, vehicles often queue side by side past this distance resulting in the right vehicle being partially on the gravel shoulder.

Greenhill Rd serves an annual average daily traffic (AADT) volume (total of both directions) of about 10,000 vehicles per day on both sides of the intersection. Cedar Heights Dr serves about 6,000 vehicles per day on the southbound approach and about 9,500 vehicles on the northbound approach.

Currently, the signal is being operated in split-phased operation for the northbound and southbound approaches. Split-phased operation involves giving green indication to just one approach at a time, which reduces left turn conflict and improves safety for those approaches, but also greatly reduces the efficiency of the intersection, as well as its overall capacity. Based on discussions with the City, this signal phasing was implemented due to the lack of dedicated left turn lanes northbound and southbound and a history of left turn crashes involving those approaches. This phasing was implemented prior to the earliest year available in the Iowa DOT crash database (2009), so the crash rate with standard left turn phasing (permissive lefts, protected/permissive lefts, or protected only lefts) is not known.

From 2014 to 2018 (plus the first six months of 2019), there were 21 crashes at this intersection, 9 of which were possible/unknown injury crashes, or more severe. There was 1 major injury crash, 5 minor injury crashes, and 3 possible/unknown injury crashes resulting in 1 major injury, 5 minor

injuries, and 6 possible/unknown injuries. The most common crash types were rear-end and oncoming left turn crashes, with 6 crashes each. The next most common type were broadsides, with 5 crashes.

Proposed Conditions

The intersection of Cedar Heights Dr and Greenhill Rd was studied as a part of the *Greenhill Road Corridor Traffic Study* (completed December, 2018). That study recommended the intersection be converted into a roundabout in order to improve the safety and capacity of the intersection when Cedar Heights Dr is reconstructed.

The Cedar Heights Dr reconstruction is currently in the design phase and this intersection is proposed to be converted to the dual lane roundabout with the general layout shown in Section G. This includes two circulating lanes around the roundabout serving two lanes on each approach. The eastbound and westbound approaches each include one shared left/through lane and one shared through/right lane. The northbound and southbound approaches each include one dedicated left turn lane and one shared through/right lane. The left turn lanes were determined to be necessary based on capacity and simulation analysis due to the volume of turning traffic.

This project is expected to improve safety significantly, while also improving operations. Roundabouts have been shown to significantly reduce conflict and improve safety at intersections. Due to roundabout geometry, this is particularly true for left turn and right angle crashes, which tend to be the most severe. These are also two of the three most common crash types at this particular intersection.

Additionally, the existing traffic signal operates with inefficient split phasing for the northbound and southbound approaches. This mode of operation may be artificially reducing the crash frequency at the intersection compared to a standard left turn phasing. The only crash modification factor (CMF) for converting a signal to split-phase found in the CMF Clearinghouse indicated a crash reduction of 56 percent for vehicular crashes. However, as traffic at this intersection grows, it will be less feasible to maintain the split phasing due to its inefficiency. As a result, rear end collisions increase further and the likelihood of red light running increases due to delays, which can increase right angle crashes. Therefore, if the intersection were reconstructed as a signal with dedicated left turn lanes to support standard left turn phasing and provide the necessary capacity for the intersection, that configuration may have a higher crash rate than the crash history suggests.

ORDER OF MAGNITUDE COST OPINION

Safety related costs for this project were determined by the comparison of two alternatives. Because this intersection would have been reconstructed as a signal if it was not being reconfigured as a roundabout, the estimated cost of the roundabout was compared to the estimated cost of a signal. The additional cost to construct the roundabout rather than a signal was determined to represent the safety cost.

The following pages show the roundabout cost estimate and the traffic signal estimates, respectively. The cost estimates were taken from the *Greenhill Road Corridor Traffic Study*. The project costs for each are summarized below with the proposed funding sources summarized below that.

Summary of Roundabout Project Costs, Signal Comparison Costs, and Resulting Safety Costs

	Roundabout Project	Signal Comparison	Safety Cost
Construction Total	\$2,035,650	\$638,200	\$1,397,450
Other Project Costs	\$518,000	\$118,500	\$399,500
Total Cost	\$2,553,650	\$756,700	\$1,796,950

Proposed Project Funding Source

Source	Amount
Traffic Safety Improvement Program Funding	\$500,000
City Funding (Estimated)	\$2,053,650
Total	\$2,553,650

ORDER OF MAGNITUDE COST OPINION



Intersection Cedar Heights Dr. and Greenhill Rd
Roundabout
CEDAR FALLS, IOWA
PROJECT NO. 1119.0263.08

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	Excavation, Class 10	5500	CY	\$ 7.00	\$ 38,500.00
2	Subgrade Preparation	13400	SY	\$ 3.00	\$ 40,200.00
3	Modified Subbase	13400	SY	\$ 12.00	\$ 160,800.00
4	Topsail, Strip, Salvage and Respread	2100	CY	\$ 8.00	\$ 16,800.00
5	Remove Existing Storm Intake	10	EA	\$ 800.00	\$ 8,000.00
6	Remove Existing Storm Sewer, RCP <24"	1200	LF	\$ 25.00	\$ 30,000.00
7	Storm Sewer, RCP, <24"	1600	LF	\$ 100.00	\$ 160,000.00
8	Storm Sewer Intake, Street	12	EA	\$ 5,000.00	\$ 60,000.00
9	Storm Sewer Manhole	3	EA	\$ 5,000.00	\$ 15,000.00
10	Removal of Pavement	10800	SY	\$ 5.00	\$ 54,000.00
11	PCC Pavement	11000	SY	\$ 65.00	\$ 715,000.00
12	Concrete Median	60	SY	\$ 60.00	\$ 3,600.00
13	Concrete Median, Colored Concrete	280	SY	\$ 85.00	\$ 23,800.00
14	Truck Apron, Colored	480	SY	\$ 90.00	\$ 43,200.00
15	Pavement Markings	1	LS	\$ 10,000.00	\$ 10,000.00
16	Removal of Sidewalk	1300	SY	\$ 20.00	\$ 26,000.00
17	Sidewalk, 5"	1350	SY	\$ 40.00	\$ 54,000.00
18	Sidewalk, 6"	45	SY	\$ 70.00	\$ 3,150.00
19	Detectable Warnings	80	SF	\$ 45.00	\$ 3,600.00
20	Intersection Lighting	1	LS	\$ 60,000.00	\$ 60,000.00
21	Mobilization	1	LS	\$ 70,000.00	\$ 70,000.00
22	Traffic Control	1	LS	\$ 20,000.00	\$ 20,000.00
23	Traffic Signal Removal	1	LS	\$ 50,000.00	\$ 50,000.00
24	Construction Survey	1	LS	\$ 15,000.00	\$ 15,000.00
25	Surface Restoration	1	LS	\$ 5,000.00	\$ 5,000.00
26	Erosion Control	1	LS	\$ 10,000.00	\$ 10,000.00
Subtotal:					\$ 1,895,650.00
Contingency (~20%):					\$ 340,000.00
CONSTRUCTION TOTAL:					\$ 2,035,650.00
<u>Other Project Costs</u>					
Right of Way ¹⁰ :					\$ 10,000.00
Utility Relocations ¹¹ :					\$ 193,000.00
Engineering, Construction, and Administration (~16% of construction):					\$ 315,000.00
TOTAL PROJECT COST:					\$ 2,553,650.00

- Notes - Cedar Heights Dr and Greenhill Rd Roundabout
- (1) Assumes 1' of subgrade preparation extended 2' beyond the back of curb.
 - (2) Assumes a minimum of 6" of modified subbase extended 2' beyond the back of curb.
 - (3) Assumes 8" of topsoil strip and placement within the construction limits.
 - (4) Remove and replace inlets to new back of curb. Addition of 4 street inlets to the south along Cedar Heights Dr. in new curbed section of street.
 - (5) Assumes an 8" pavement thickness.
 - (6) Replacement of approx. 1280' of 10" shared use path within the project limits.
 - (7) Construction of ADA ramps at roundabout.
 - (8) Assumes the addition of 8 standard light poles for intersection lighting.
 - (9) Assumes a total ROW acquisition of approx. 1,800 sf in the SW and SE corners of the roundabout.
 - (10) Possible significant impacts to utilities within the right-of-way. Costs per CFU utilities review for Jan R. 9/20-2/1/18
 - (11) Gas - \$18,500 / Water - \$84,000 / Elec - \$65,000 / Comm - \$25,000

ORDER OF MAGNITUDE COST OPINION



Intersection Cedar Heights Dr. and Greenhill Rd
Signal Comparison
CEDAR FALLS, IOWA
PROJECT NO. 1119.0263.08

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	Excavation, Class 10	600	CY	\$ 7.00	\$ 4,200.00
2	Subgrade Preparation	1600	SY	\$ 3.00	\$ 4,800.00
3	Modified Subbase	1600	SY	\$ 12.00	\$ 19,200.00
4	Topsoil, Strip, Salvage and Respread	1000	CY	\$ 8.00	\$ 8,000.00
5	Remove Existing Storm Intake	3	EA	\$ 800.00	\$ 2,400.00
6	Remove Existing Storm Sewer, RCP <24"	50	LF	\$ 25.00	\$ 1,250.00
7	Storm Sewer, RCP, <24"	60	LF	\$ 100.00	\$ 6,000.00
8	Storm Sewer Intake, Street	3	EA	\$ 5,000.00	\$ 15,000.00
9	Removal of Pavement	600	SY	\$ 5.00	\$ 3,000.00
10	PCC Pavement	1500	SY	\$ 65.00	\$ 97,500.00
11	Pavement Markings	1	LS	\$ 10,000.00	\$ 10,000.00
12	Removal of Sidewalk	80	SY	\$ 20.00	\$ 1,600.00
13	Sidewalk, 4"	100	SY	\$ 40.00	\$ 4,000.00
14	Sidewalk, 5"	15	SY	\$ 40.00	\$ 600.00
15	Sidewalk, 6"	25	SY	\$ 70.00	\$ 1,750.00
16	Detectable Warnings	20	SF	\$ 45.00	\$ 900.00
17	PCC Repair/Rehab	1,000	SY	\$ 70.00	\$ 70,000.00
18	Mobilization	1	LS	\$ 40,000.00	\$ 40,000.00
19	Traffic Control	1	LS	\$ 15,000.00	\$ 15,000.00
20	Traffic Signal Replacement	1	LS	\$ 200,000.00	\$ 200,000.00
21	Construction Survey	1	LS	\$ 15,000.00	\$ 15,000.00
22	Surface Restoration	1	LS	\$ 3,000.00	\$ 3,000.00
23	Erosion Control	1	LS	\$ 5,000.00	\$ 5,000.00
				Subtotal:	\$ 528,200.00
				Contingency (20%):	\$ 110,000.00
				CONSTRUCTION TOTAL:	\$ 638,200.00
Other Project Costs					
				Right of Way ¹⁰ :	\$ -
				Utility Relocations ¹¹ :	\$ 18,500.00
				Engineering, Construction, and Administration (~16%):	\$ 100,000.00
				TOTAL PROJECT COST:	\$ 756,700.00

- Notes - Cedar Heights Dr and Greenhill Rd Signal**
- Assumes 1' of subgrade preparation extended 2' beyond the back of curb.
 - Assumes a minimum of 6" of modified subbase extended 2' beyond the back of curb.
 - Assumes 8" of topsoil strip and placement within the construction limits.
 - Remove and replace intakes to new back of curb.
 - Assumes an 8" pavement thickness.
 - Replacement of approx. 100' of 5' sidewalk within the project limits.
 - Replacement of approx. 20' of 10' shared use path within the project limits.
 - Construction of ADA ramps at intersection.
 - Assumes approximately 20% of the existing paved area will need maintenance rehab.
 - Assumes all improvements are within existing right-of-way.
 - Assumes there will be no major utility relocations, minor gas relocation elements per CFU, \$18,500

SCHEDULE

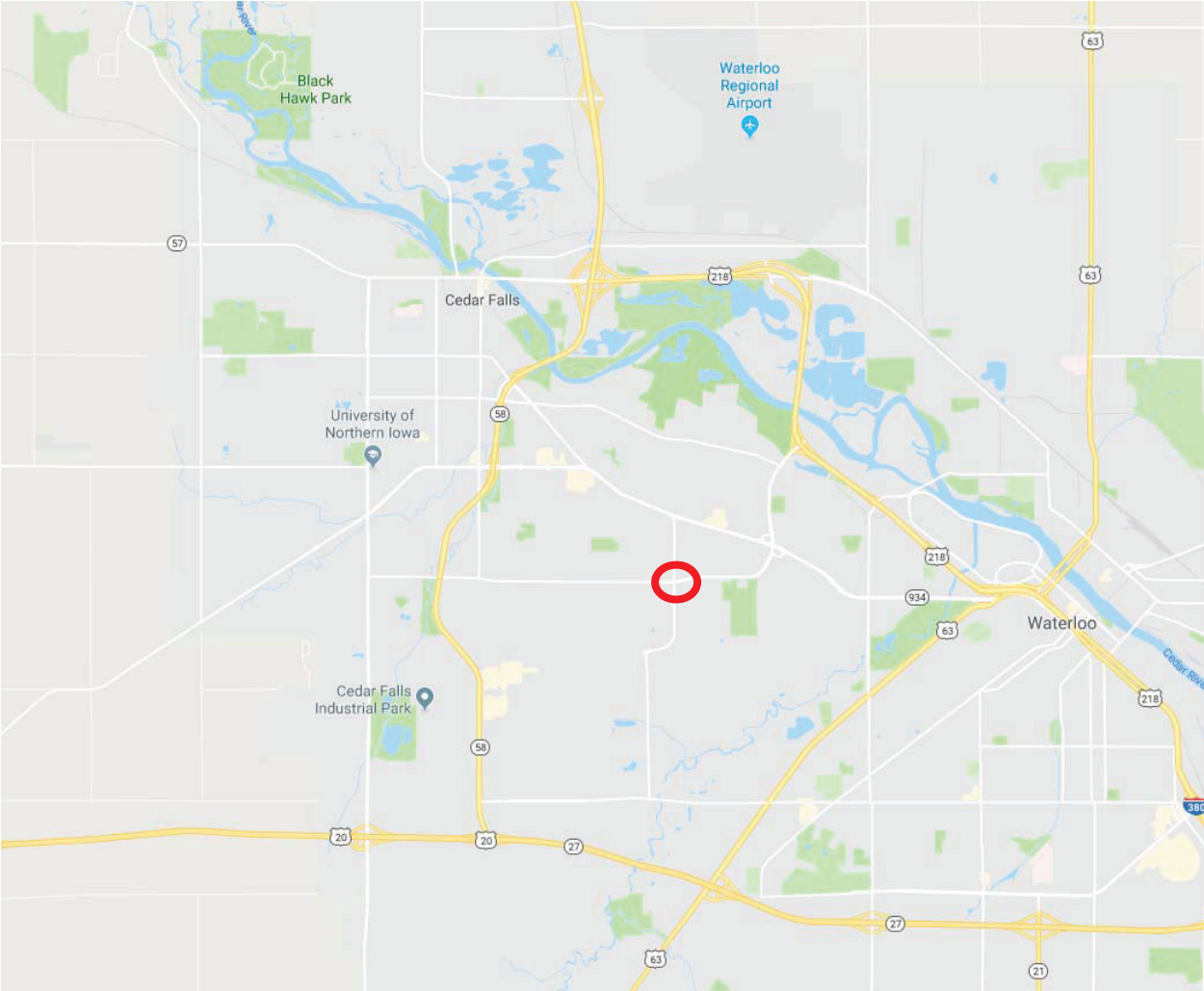
Below is the anticipated schedule of major project events for this project.

Present – January 2020	Design
August 2019	TSIP Funding Application
Nov/Dec 2019	TSIP Funding Award (if selected)
January 2020	TSIP Funding Agreement
	Design Review
February 2020	Project Letting
July 2020	TSIP Funding Availability
Summer 2020 – 2021	Project Construction
Summer 2021	Project Completed

DRAFT

MAP

Below is a map of the Cedar Falls area with the intersection of Cedar Heights Dr and Greenhill Rd identified with a red circle.



Map of the project location

SITE PICTURES

Below and on the following page are pictures of the intersection of Cedar Heights Dr and Greenhill Rd from various angles.



View of the intersection from the south

DRAFT

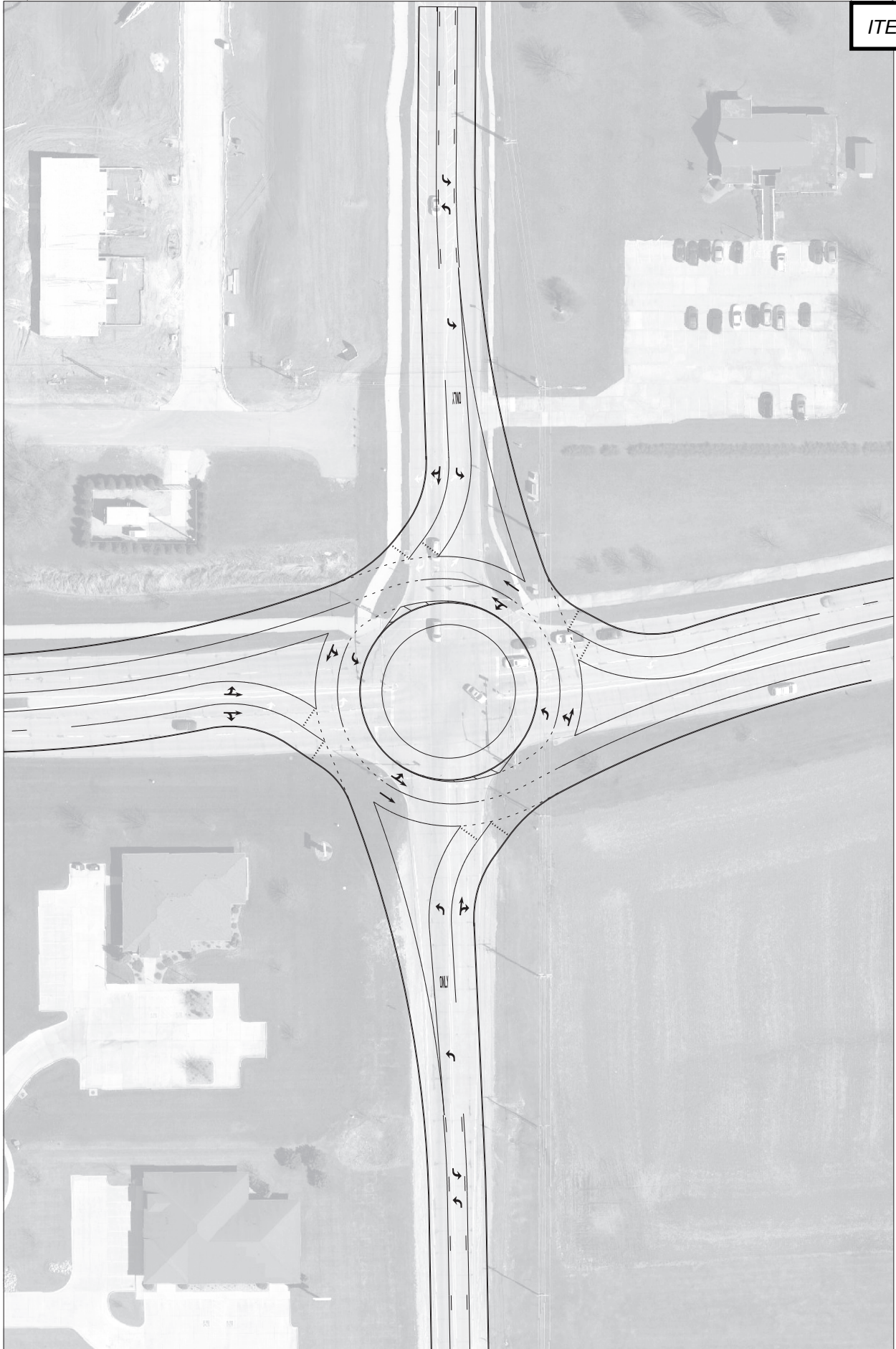


View of the intersection from the northeast corner



View of the intersection from the north

ITEM 34.



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AERIAL PHOTOGRAPH

Below is an aerial photograph of the intersection of Cedar Heights Dr and Greenhill Rd.



Aerial photograph of the project intersection

DR

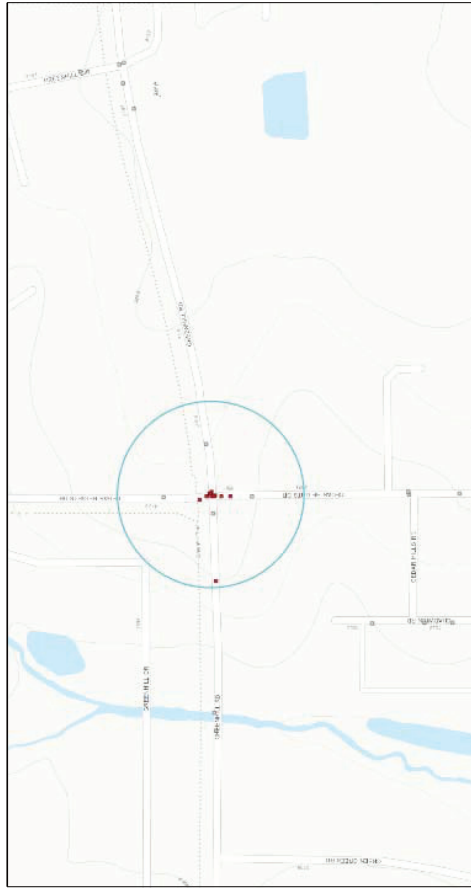


Iowa Crash Analysis Tool
Quick Report
2014-2019

Crash Severity		21	Injury Status Summary		12
Fatal		0	Fatal		0
Suspected Serious Injury		1	Suspected serious/incapacitating		1
Suspected Minor Injury		5	Suspected minor/non-incapacitating		5
Possible/Unknown Injury		3	Possible (complaint of pain/injury)		6
Property Damage Only		12	Uninjured		0
			Fatal, not crash-related		0
			Unknown		0
			Not reported		0

Property/Vehicles/Occupants	
Property Damage Total (dollars):	137,450.00
Average (per crash dollars):	6,545.24
Total Vehicles	44.00
Average (per crash):	2.10
Total Occupants:	62.00
Average (per crash):	2.95

Average Severity	
Fatalities/Fatal Crash:	0.00
Fatalities/Crash:	0.00
Injuries/Crash:	0.57
Major Injuries/Crash:	0.05
Minor Injuries/Crash:	0.24
Possible/Unknown Injuries/Crash:	0.29



Iowa Crash Analysis Tool
Quick Report
2014-2019

Major Cause		20
Animal	1	Ran traffic signal
Ran stop sign	0	Failed to yield to emergency vehicle
FTYROW: At uncontrolled intersection	0	FTYROW: Making right turn on red signal
FTYROW: From stop sign	0	FTYROW: From yield sign
FTYROW: Making left turn	4	FTYROW: From driveway
FTYROW: From parked position	0	FTYROW: To pedestrian
FTYROW: Other	0	Drove around RR grade crossing gates
Disregarded RR Signal	0	Crossed centerline (undivided)
Crossed median (divided)	0	Traveling wrong way or on wrong side of road
Aggressive driving/road rage	0	Driving too fast for conditions
Exceeded authorized speed	0	Improper or erratic lane changing
Operating vehicle in an reckless, erratic, ca...	3	Followed too close
Passing: On wrong side	0	Passing: Where prohibited by signs/markings
Passing: With insufficient distance/inadequa...	0	Passing: Through/around barrier
Passing: Other passing	0	Made improper turn
Driver Distraction: Manual operation of an e...	1	Driver Distraction: Talking on a hand-held d...
Driver Distraction: Talking on a hands free ...	0	Driver Distraction: Adjusting devices (radio...
Driver Distraction: Other electronic device ...	0	Driver Distraction: Passenger
Driver Distraction: Unrestrained animal	0	Driver Distraction: Reaching for object(s)/...
Driver Distraction: Inattentive/lost in thou...	0	Driver Distraction: Other interior distracti...
Driver Distraction: Exterior distraction	1	Ran off road - right
Ran off road - straight	0	Ran off road - left
Lost control	0	Swerving/Evasive Action
Over correcting/over steering	0	Failed to keep in proper lane
Failure to signal intentions	0	Traveling on prohibited traffic way
Vehicle stopped on railroad tracks	0	Other: Vision obstructed
Other: Improper operation	0	Other: Disregarded warning sign
Other: Disregarded signs/road markings	0	Other: Illegal off-road driving
Downhill runaway	0	Separation of units
Towing improperly	0	Cargo/equipment loss or shift
Equipment failure	0	Oversized load/vehicle
Other: Getting off/out of vehicle	0	Failure to dim lights/have lights on
Improper backing	0	Improper starting
Illegally parked/unattended	0	Driving less than the posted speed limit
Operator inexperience	0	Other
Unknown	3	Not reported
Other: No improper action	0	



Iowa Crash Analysis Tool
Quick Report
2014-2019

Time of Day/Day of Week	12 AM to 2 AM		2 AM to 4 AM		4 AM to 6 AM		6 AM to 8 AM		8 AM to 10 AM		10 AM to Noon		Noon to 2 PM		2 PM to 4 PM		4 PM to 6 PM		6 PM to 8 PM		8 PM to 10 PM		10 PM to 12 AM		Total
	Day of Week	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total																
Sunday	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Monday	0	0	0	0	2	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4
Tuesday	0	0	1	0	0	0	1	0	0	1	0	1	1	0	0	0	0	0	0	0	0	0	0	0	4
Wednesday	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Thursday	0	0	2	0	0	0	1	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	4
Friday	0	0	0	0	0	0	1	0	2	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	6
Saturday	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Total	0	0	3	0	2	4	2	2	2	2	2	4	2	4	2	4	2	4	2	0	0	0	0	21	



Iowa Crash Analysis Tool
Quick Report
2014-2019

Driver Age - 5 year Bins	Driver Age/Driver Gender				Total
	Female	Male	Not reported	Unknown	
< 14	0	0	0	0	0
= 14	0	0	0	0	0
= 15	0	0	0	0	0
= 16	0	0	0	0	0
= 17	2	2	0	0	4
= 18	0	0	0	0	0
= 19	1	2	0	0	3
= 20	1	1	0	0	2
>= 21 and <= 24	1	0	0	0	1
>= 25 and <= 29	1	6	0	0	7
>= 30 and <= 34	4	3	0	0	7
>= 35 and <= 39	5	0	0	0	5
>= 40 and <= 44	1	3	0	0	4
>= 45 and <= 49	2	1	0	0	3
>= 50 and <= 54	1	1	0	0	2
>= 55 and <= 59	1	0	0	0	1
>= 60 and <= 64	0	0	0	0	0
>= 65 and <= 69	0	0	0	0	0
>= 70 and <= 74	1	2	0	0	3
>= 75 and <= 79	0	0	0	0	0
>= 80 and <= 84	0	0	0	0	0
>= 85 and <= 89	0	0	0	0	0
>= 90 and <= 94	2	0	0	0	2
>= 95	0	0	0	0	0
Not reported	0	0	0	0	0
Unknown	0	0	0	0	0
Total	23	21	0	0	44

Manner of Crash Collision	Surface Conditions		Total
	Dry	Wet	
Non-collision (single vehicle)	3	0	3
Head-on (front to front)	0	0	0
Rear-end (front to rear)	6	0	6
Angle, oncoming left turn	0	0	0
Broadside (front to side)	6	0	6
Sideswipe, same direction	5	0	5
Sideswipe, opposite direction	0	0	0
Rear to rear	0	0	0
Rear to side	0	0	0
Not reported	0	0	0
Other	1	1	2
Unknown	0	0	0
Total	21	16	37

Fixed Object Struck	Surface Conditions		Total
	Bridge pier or support	Curbside/raised median	
Bridge overhead structure	0	0	0
Bridge/bridge rail parapet	0	1	1
Ditch	0	0	0
Ground	0	0	0
Guardrail - face	0	0	0
Concrete traffic barrier (median or right sid...	0	0	0
Cable barrier	0	0	0
Utility pole/light support	0	0	0
Traffic signal support	0	0	0
Fire hydrant	0	0	0
Tree	0	0	0
Snow bank	0	0	0
Wall	0	0	0
Other fixed object	0	0	0
Total	0	1	1

Drug Test Given	Drug Test Result				Total
	Negative	Cannabis	Central Nervous System depressants	Central Nervous System stimulants	
None	0	0	0	0	0
Blood	0	0	0	0	0
Urine	0	0	0	0	0
Breath	0	0	0	0	0
Vitreous	0	0	0	0	0
Refused	0	0	0	0	0
Not reported	0	0	0	0	0
Total	0	0	0	0	0

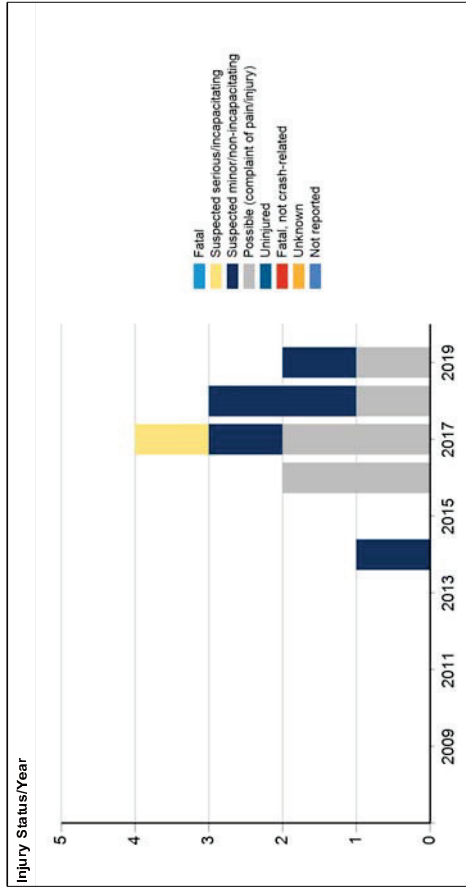
Drug Test Given	Drug Test Result				Total
	Negative	Cannabis	Central Nervous System depressants	Central Nervous System stimulants	
None	0	0	0	0	0
Blood	0	0	0	0	0
Urine	0	0	0	0	0
Breath	0	0	0	0	0
Vitreous	0	0	0	0	0
Refused	0	0	0	0	0
Not reported	0	0	0	0	0
Total	0	0	0	0	0

Drug/Alcohol Related	Under Influence of Alcohol/Drugs/Medications				Total
	Alcohol (< Statutory)	Alcohol (Statutory)	Drug/Alcohol (< Statutory)	Drug/Alcohol (Statutory)	
Drug	0	0	0	0	0
Alcohol (< Statutory)	0	0	0	0	0
Alcohol (Statutory)	0	0	0	0	0
Drug/Alcohol (< Statutory)	0	0	0	0	0
Drug/Alcohol (Statutory)	0	0	0	0	0
Refused	0	0	0	0	0
Under Influence of Alcohol/Drugs/Medications	0	0	0	0	0
None Indicated	0	0	0	0	0
Total	0	0	0	0	0



Iowa Crash Analysis Tool
Quick Report
2014-2019

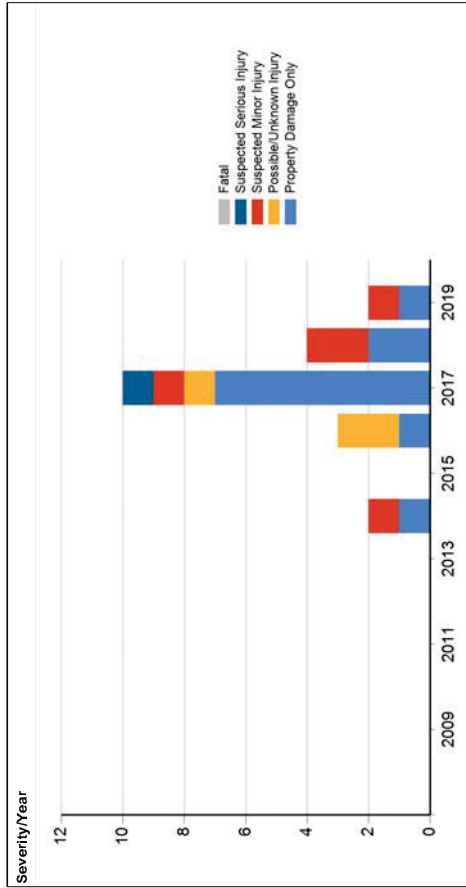
Injury Status - Annual									
Crash Year	Fatal	Suspected serious/incapacitating	Suspected minor/non-incapacitating	Possible (complaint of pain/injury)	Uninjured	Fatal, not crash-related	Unknown	Total	
2008	0	0	0	0	0	0	0	0	
2009	0	0	0	0	0	0	0	0	
2010	0	0	0	0	0	0	0	0	
2011	0	0	0	0	0	0	0	0	
2012	0	0	0	0	0	0	0	0	
2013	0	0	0	0	0	0	0	0	
2014	0	0	1	0	0	0	0	1	
2015	0	0	0	0	0	0	0	0	
2016	0	0	0	0	0	0	0	0	
2017	0	1	1	2	0	0	0	4	
2018	0	0	2	1	0	0	0	3	
2019	0	0	1	1	0	0	0	2	
Total	0	1	5	6	0	0	0	12	



Iowa Crash Analysis Tool
Quick Report
2014-2019



Crash Severity - Annual							
Crash Year	Fatal	Suspected Serious Injury	Suspected Minor Injury	Possible/Unknown Injury	Property Damage Only	Total	
2008	0	0	0	0	0	0	
2009	0	0	0	0	0	0	
2010	0	0	0	0	0	0	
2011	0	0	0	0	0	0	
2012	0	0	0	0	0	0	
2013	0	0	0	0	0	0	
2014	0	0	1	0	1	2	
2015	0	0	0	0	0	0	
2016	0	0	0	2	1	3	
2017	0	1	1	1	7	10	
2018	0	0	2	0	2	4	
2019	0	0	1	0	1	2	
Total	0	1	5	3	12	21	



Iowa Crash Analysis Tool
Quick Report
2014-2019

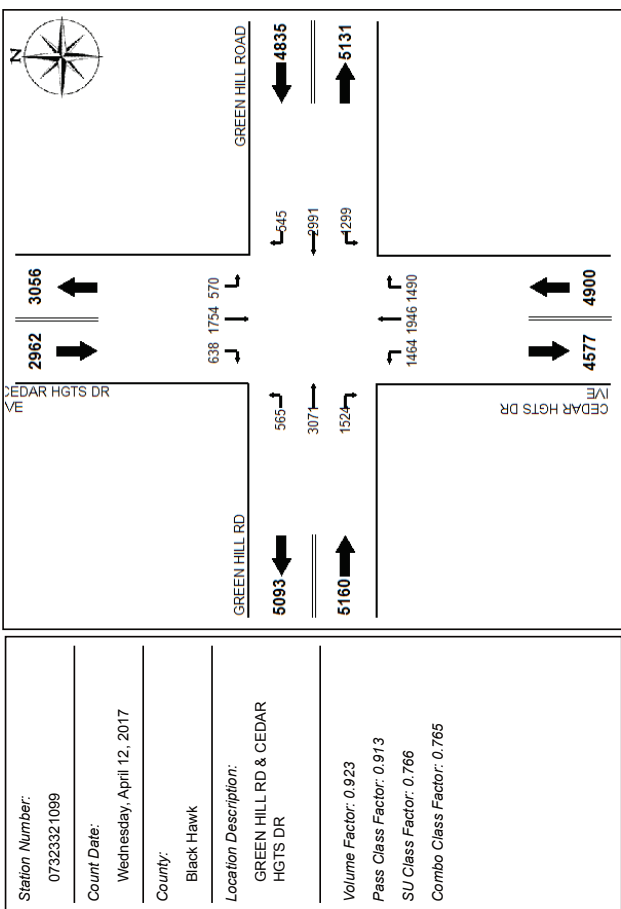


Meeting the following criteria

Jurisdiction: Statewide
Year: 2014, 2015, 2016, 2017, 2018, 2019
Map Selection: Yes
Filter: None

Analyst Information

Iowa Department of Transportation
 Turning Movement Traffic Count Summary
 Annualized Daily Traffic For All Vehicles



	N Leg		E Leg		S Leg		W Leg					
	L	R	L	R	L	R	L	R				
19:00	25	69	38	56	141	17	70	88	69	24	168	69
20:00	38	68	32	32	107	18	61	59	72	19	132	48
21:00	2	26	8	31	78	12	36	42	52	9	68	28
22:00	3	12	4	8	41	2	14	20	24	2	38	16
23:00	4	9	4	3	31	1	4	12	10	3	31	5

Raw Data-All Vehicles:

	N Leg		E Leg		S Leg		W Leg					
	L	R	L	R	L	R	L	R				
00:00	4	5	4	2	8	0	2	5	12	1	16	2
01:00	2	4	3	6	6	2	0	9	10	1	9	2
02:00	2	5	1	5	7	2	4	6	10	0	10	0
03:00	1	2	1	4	10	2	2	1	7	1	8	0
04:00	1	8	1	15	20	2	4	9	6	1	23	3
05:00	6	25	6	45	69	6	17	7	18	2	65	17
06:00	19	85	15	90	124	18	25	26	30	12	157	124
07:00	39	128	21	100	256	49	88	107	66	45	257	214
08:00	27	118	26	86	195	41	73	152	44	55	226	112
09:00	22	132	45	70	131	36	74	97	80	37	118	80
10:00	33	96	48	66	167	28	69	131	67	34	155	83
11:00	46	134	42	85	185	43	97	149	104	39	187	82
12:00	54	138	63	117	193	43	86	160	116	53	205	116
13:00	33	135	63	105	187	42	102	149	118	46	182	104
14:00	45	144	50	86	217	34	120	172	115	48	233	121
15:00	62	146	55	114	266	55	135	195	175	54	290	102
16:00	64	173	67	112	301	64	216	230	175	52	289	103
17:00	65	164	60	108	334	55	211	181	157	46	291	128
18:00	30	98	43	81	210	26	95	129	101	37	214	114

Cedar Heights and Greenhill Road

This intersection is fully actuated and not coordinated. It uses loops for detection. East and west bound Greenhill Road have only advanced loops for detection. The left turn bays use stop bar detection. North and South bound use advanced and stop bar loops. North and south bound are split phased. This intersection was built in the mid to late 90's. It is a TS-1 cabinet.

Phase Vehicle Basic Timing Data

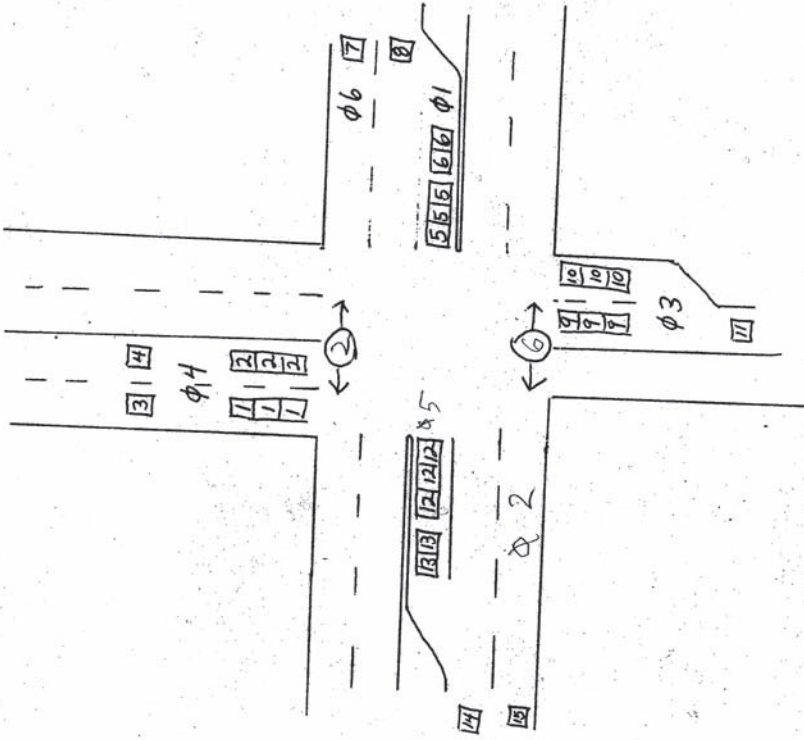
Date 5/21/2018 Time 11:24:22

Intersection Name 030/ Greenhill and Cedar Hights
 Source Database

Phase	1	2	3	4	5	6	7	8
Minimum Green	5	20	8	8	5	20	0	0
Passage	3.0	6.0	4.5	4.5	3.0	6.0	0.0	0.0
Maximum 1	10	40	40	30	10	40	0	0
Maximum 2	0	0	0	0	0	0	0	0
Yellow Change	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Red Clearance	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0

Phase	9	10	11	12	13	14	15	16
Minimum Green	0	0	0	0	0	0	0	0
Passage	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Maximum 1	0	0	0	0	0	0	0	0
Maximum 2	0	0	0	0	0	0	0	0
Yellow Change	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Red Clearance	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Cedar Heights & Greenhill



Phase Pedestrian Timing Data

Date 5/21/2018 Time 11:24:58

030/ Greenhill and Cedar Hights

Database

Phase	1	2	3	4	5	6	7	8
Walk	0	7	0	0	0	7	0	0
Pedestrian Clear	0	14	0	0	0	14	0	0
Flashing Walk	0	0	0	0	0	0	0	0
Extended Ped Clear	0	0	0	0	0	0	0	0
Act Rest in Walk	0	0	0	0	0	0	0	0

Phase	9	10	11	12	13	14	15	16
Walk	0	0	0	0	0	0	0	0
Pedestrian Clear	0	0	0	0	0	0	0	0
Flashing Walk	0	0	0	0	0	0	0	0
Extended Ped Clear	0	0	0	0	0	0	0	0
Act Rest in Walk	0	0	0	0	0	0	0	0

BENEFIT/COST ANALYSIS

As discussed in Section C, the safety cost for this project was estimated as the difference between construction of a roundabout and construction of a signal at this intersection. Only construction funds are applicable to TSIP, so the safety cost associated with the construction (\$1,397,450) was used for the cost portion of the benefit/cost analysis.

The crash reduction factors (CRFs) applicable to this situation are the factors for the conversion of a signalized intersection to a roundabout in an urban setting. Those CRFs are 20 percent all crashes or 65 percent for fatal and injury crashes. It was determined that the fatal and injury crashes are of greater importance at this intersection, so the 65 percent reduction was applied to the applicable crashes. Property damage only crashes were excluded from the analysis, because that CRF does not apply to them. This results in a conservative benefit/cost estimate because the property damage only crashes are expected to be reduced with a roundabout, but that reduction is not reflected in the analysis.

The *Greenhill Road Corridor Traffic Study* indicated an expected traffic growth rate of about 1.4 percent per year on Cedar Heights Dr and about 2 percent per year on Greenhill, so 1.5 percent per year was utilized in the benefit/cost analysis.

The resulting benefit/cost ratio is 1.21/1.

Intersection or Spot Benefit / Cost Safety Analysis

ITEM 34.

Iowa DOT Office of Traffic & Safety

County: Black Hawk County Prepared by: Snyder & Associates Date Prepared: Jul 31, 2019
 Intersection: Cedar Heights Dr and Greenhill Rd

Improvement

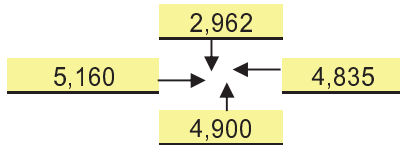
Proposed Improvement(s): Convert existing traffic signal into a 2-lane roundabout

<u>\$ 1,397,450</u> Estimated Improvement Cost, EC	<u>20</u> Estimated Service Life, years, Y
<u> </u> Other Annual Cost (after initial year), AC	<u>65</u> Crash Reduction Factor (integer), CRF
<u>\$ -</u> Present Value Other Annual Costs, OC	<u>4.0%</u> Discount Rate (time value of \$), INT
$OC = \frac{AC}{INT} \left(1 - \frac{1}{(1 + INT)^Y} \right)$	
\$ 1,397,450 Present Value Cost, COST = EC + OC	

Traffic Volume Data

Source: Iowa DOT 4/12/2017 Date of traffic count

Daily Entering Vehicles by Approach (or AADT / 2)



6,517,805 Current Annual Entering Veh., **AEV** = DEV * 365

24,051 veh / day, Final Year DEV, **FDEV**

150.72 MEV, Total Million Entering Veh. Over life of Project, **TMEV**

1.5% Projected Traffic Growth (0%-10%), **G**

$$TMEV = \frac{AEV}{-G} \left(1 - \left(\frac{1+G}{1} \right)^Y \right) / 10^6$$

17,857 Current Daily Entering Vehicles, **DEV**

Crash Data

<u>2014</u> First full year -->	<u>2018</u> Last full year	<u>5.5</u> years, Time Period, T
<u>6</u> Additional months		
<u>0</u> Fatal Crashes	<u>0</u> Fatalities @	\$4,500,000 \$ -
	<u>1</u> Major Injuries @	\$325,000 \$ 325,000
<u>9</u> Injury Crashes	<u>5</u> Minor Injuries @	\$65,000 \$ 325,000
	<u>6</u> Possible Injuries @	\$35,000 \$ 210,000
<u> </u> Property Damage Only	(assumed cost per crash)	\$7,400 \$ 66,600
	-OR- enter all Property Costs of all crashes:	<u> </u>
<u>9</u> Total Crashes, TA		Total \$ Loss, LOSS \$ <u>926,600</u>

<p><u>1.64</u> Current Crashes / Year, AA = TA / T</p> <p><u>\$ 102,956</u> Cost per Crash, AVC = LOSS / TA</p> <p><u>37.8</u> Total Expected Crashes, TECR = CR x TMEV</p> <p><u>1.06</u> Crashes Avoided First Year AAR = AA x CRF / 100</p> <p><u>\$ 109,507</u> Crash Costs Avoided in First Year, AAR x AVC</p> <p><u>24.6</u> Total Avoided Crashes, TECR x CRF / 100</p>	<p><u>0.25</u> Crashes / MEV, Crash Rate, CR</p> <p>CR = TA x 10⁶ / (DEV x 365 x T)</p> <p>\$ 1,687,783 Present Value of Avoided Crashes, BENEFIT</p> $BEN. = \frac{AVC \times AAR}{(INT - G)} \left(1 - \left(\frac{1+G}{1+INT} \right)^Y \right)$
--	---

Benefit / Cost Ratio

Benefit : Cost = \$1,687,783 : \$1,397,450 = 1.21 : 1



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor James T. Brown and City Council
FROM: David Sturch, Planner III *DS*
DATE: July 30, 2019
SUBJECT: Cedar Falls Board of Adjustment
 Rules of Procedure Amendment

Please find attached the Rules of Procedure for the Cedar Falls Board of Adjustment. The Board is governed by the provisions of Chapter 26, of the Cedar Falls Zoning Ordinance.

The Cedar Falls Board of Adjustment has recommended a change to the Board of Adjustment Rules of Procedure pertaining to the codification of the Cedar Falls Code of Ordinances. In the Rules of Procedure there are references to the new Zoning Chapter 26 (old Chapter 29) and the order of hearing to add a staff introduction on the application. The Board has agreed to these changes and it applies only to the Board of Adjustment Rules of Procedure. This does not involve an Ordinance change but only approval by a City Council Resolution. This amendment was approved by the Board of Adjustment on May 28, 2019.

Therefore, the Planning and Community Services Department recommends that the City Council approve the attached Cedar Falls Board of Adjustment Rules of Procedure in the form of a resolution and authorize the Mayor to sign said rules.

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

xc: Karen Howard, Planning and Community Services Manager

May 2019

CEDAR FALLS BOARD OF ADJUSTMENT RULES OF PROCEDURE

Article I General Governing Rules

The Board of Adjustment (hereinafter referred to as the Board) shall be governed by the provisions of Chapter 414 of the Code of Iowa, Chapter 26, Cedar Falls Code, being the Zoning Ordinance of the city, and the rules of procedures set forth herein, as adopted by the Board and approved by the City Council. No rule herein shall be changed or waived without the affirmative vote of four members of the seven-member Board and the concurrence of the City Council.

Article II Officers, Committees

1. The Board shall elect a chairperson and vice-chairperson annually in the month of January or the next regularly scheduled meeting. The vice-chairperson shall be acting chairperson in the absence of the chairperson. The chairperson may succeed himself or herself only twice.
2. The chairperson (or in his or her absence the vice-chairperson) shall preside at all meetings and hearings of the Board and decide all points of order and procedure. In the event that the Chair and Vice Chair are absent from the meeting, the remaining Board members shall nominate an acting Chair to preside at that meeting. The chairperson shall appoint any committees which may be found necessary, including a committee for preliminary review of appeals. Special Committees may be formed if and when the Chairperson and a majority of the Board deem such Committees necessary.
3. A secretary (who need not be a member of the Board) shall be designated by the Board. The secretary shall conduct all correspondence of the Board; keep a minute book recording attendance, the vote of each member upon each question, or if absent or failing to vote, indicating such fact; and records or examinations and hearings and other official actions; and shall fulfill such other official duties as may be assigned by the Board.

Article III Meetings

1. THE REGULAR MEETING of the Board shall be held the fourth Monday of the month at 7:00 p.m. unless the fourth Monday happens to fall on a scheduled holiday in which case the regular meeting for that month will be conducted on the third Monday at 7:00 p.m. If there is no business scheduled for a regular meeting the secretary shall inform the chairperson who shall determine whether or not a meeting shall be held. The secretary shall inform the members of the Board at least 24 hours in advance whether or not a meeting is scheduled.

2. SPECIAL MEETINGS may be called by the chairperson provided that at least 24 hours notice of such meeting is given each member and to the general public.
3. A QUORUM shall consist of four members of the Board for the transaction of all business including decisions to allow variances and special exceptions.
4. REPRESENTATION, PERSONAL INTEREST. Neither the secretary nor any member of the Board shall appear for or represent any person or entity in any matter pending before the Board. No member of the Board shall hear, discuss, or vote upon an appeal in which he or she is directly interested in a personal or financial way. Board members shall make every effort to reduce or eliminate to appearance of a conflict of interest before entering into discussion or voting upon a particular appeal.
5. CONDUCT OF MEETINGS. All meetings shall be open to the public. The chairperson, or in his or her absence, the vice-chairperson, may administer oaths or compel the attendance of witnesses. The order of business at meetings shall be as follows: (a) roll call; (b) review of minutes of previous meetings; (c) reports of committees; (d) unfinished business; (e) hearing of cases; (f) new business; (g) adjourn.
6. ADJOURNED MEETINGS. The Board may adjourn a regular meeting if all business cannot be disposed of on that day. However, the Board shall give public notice of the resumption of said meeting at least 24 hours before said meeting is reconvened.

Article IV Vacancies

Failure to attend three regular consecutive meeting, or five scheduled meetings within one year (except in case of sickness or temporary absence from the City with due explanation), shall be considered automatic resignation from the Board, and upon such resignation by other means, or other vacancies occurring in office, the chairperson shall inform the Mayor and the City Council as promptly as possible, so that the City Council may appoint a replacement to fill out the unexpired term.

Article V Appeals and Applications: Notice of Hearings; Amendments of Appeals

1. Appeals to the Board may be taken by the person affected by any zoning decision of the Zoning Administrator within a reasonable time after the decision involved. The appeal shall be filed with the Zoning Administrator in a form established by the Board of Adjustment, and all pertinent information required thereon shall be furnished with payment of an appeal fee as determined by the Board and City Council before the appeal is considered filed.
2. The secretary shall as promptly as possible inform any appointed committee for preliminary review concerning the appeal, and the committee may either discuss the

matter with the applicant if the applicant desires or proceed directly to order public notice and hearing. If the appeal is withdrawn before the public hearing is conducted the appeal fee minus any public notice costs shall be returned to the applicant.

If the applicant elects to withdraw the appeal at this or any other stage before final determination by the Board, this fact shall be noted on the application, with the signature of the applicant attesting withdrawal. The original and one copy shall be retained by the secretary for the files of the Board and one copy shall be returned to the applicant.

3. If the appeal is not withdrawn, the committee for preliminary review, if established, may request the applicant to provide such additional information, not furnished on the form, as may be needed to determine the particular case (which information shall be provided by the applicant before decision is made by the Board) and shall instruct the secretary to proceed with public notice of a hearing on the case.
4. The public notice shall be published once, not less than seven (7) nor more than fourteen (14) days before the date of hearing, in a newspaper having general circulation in the city. In addition, the appealing party shall submit to the secretary of the Board ten calendar days prior to the hearing a petition signed by adjacent property owners as set out by the Cedar Falls Code of Ordinances, Section 26-62. The notice shall state the name of the appellant, the location of the property, the action requested, and the time and place of the hearing.
5. Amendment of an appeal by the applicant may be permitted at any time prior to or during the public hearing, provided that no such amendment shall be such as to make the case substantially different from its description in the notice of public hearing. Substantially different shall mean a change whereby the appeal request is increased so that the appeal, if approved, would result in a greater impact upon neighboring properties. If an amendment is requested by the applicant after public notice of the hearing has been given, and such amendment is substantially different from the information set forth in the public notice, the applicant shall pay an additional fee to cover the amended public notice as determined by the Board and City Council. Said amended notice shall be published one time only. If the amended notice can be published five calendar days prior to the hearing originally scheduled, the hearing on the amended appeal may be held on that date, otherwise the chairperson shall announce that the hearing originally scheduled on the case will be deferred to a future meeting, before which appropriate public notice will be given, and will state the reasons for deferral.

Article VI Hearing

1. An appeal shall be heard at the next regular meeting of the Board unless the appeal is withdrawn. Appeals may be heard in order of receipt of applications or as determined by the Board.

2. At the public hearing, the applicant or any other party may appear on his or her own behalf or be represented by an agent or by an attorney.
3. Order of the hearing shall be:
 - a. Statement of case by city staff.
 - b. Supporting argument by applicant or the applicant's agent or attorney.
 - c. Supporting arguments by others at the hearing.
 - d. Opposing arguments by persons at the hearing.
 - e. Rebuttal by those supporting appeal (other than applicant).
 - f. Rebuttal by those opposed to appeal.
 - g. Final rebuttal by applicant.

Witnesses may be called and factual evidence and exhibits submitted.

The chairperson may establish appropriate time limits for arguments, but such time limits shall be equal for both sides. The chairperson may request representatives of each side to speak for the entire group or portion of the group, but shall not require such representation against the wishes of the group involved.

Article VII Decisions

Final decisions by the Board on an appeal shall be made no later than the conclusion of the next scheduled meeting following the public hearing at which it was considered, and shall be in the form of a resolution. Any resolution reversing an order, requirement, decision, or determination of the Zoning Administrator or deciding in favor of the applicant on any special exception or variance, shall require the concurring vote of four (4) members of the Board. Failure to pass such resolution with the concurring vote of four (4) members of the Board shall constitute automatic denial of the appeal.

The chairperson may, but is not obligated to, vote on any given appeal. The chairperson may vote in the case of a tie or otherwise where a vote of the chair will influence the outcome of the decision. The chairperson shall vote, however, in those situations where the chair presides over a meeting where a total of four Board members are present including the chairperson.

The resolution shall show the reasons for the determination made, and if in favor of the applicant, shall set forth any conditions or safeguards required, or any time limitations prescribed.

Notation concerning the decision shall be made on the original application. The original copy of the application, together with the original resolution, shall remain in the files of the Board. The applicant shall be notified in writing of the decision of the Board.

Article VIII Appeals/Re-Hearing

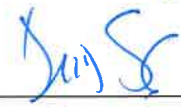
Final decisions by the Board may be appealed by any interested party to a court of record as outlined in State Code Section 414.15. Applications for re-hearing of the same application before the Board shall be discouraged. Application for re-hearing must be submitted in the original manner including full submittal of nonrefundable fee.

The Board shall not accept an application for re-hearing if the application contains no substantial change in facts, evidence or conditions. An application for re-hearing that contains substantial change in facts, evidence or conditions can be reviewed by the Board only upon a motion and second from the prevailing side at the original hearing. The motion to reconsider the application shall be approved by at least four (4) members of the Board.

These rules of procedure are adopted by the Board of Adjustment on _____ day of _____, 2019



Amy Lang, Chair

ATTEST: 

David Sturch, Secretary

Approved by the City Council on _____ day of _____, 2019.

James P. Brown, Mayor

ATTEST: _____
Jacqueline Danielsen, MMC, City Clerk

RESOLUTION NO. _____

RESOLUTION APPROVING AMENDMENTS TO THE RULES AND PROCEDURE FOR THE CEDAR FALLS BOARD OF ADJUSTMENT

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has received a recommendation from the Cedar Falls Board of Adjustment to approve amendments to the Board of Adjustment Rules of Procedure relative to references to Chapter 26 of the Cedar Falls Code of Ordinances and order of hearing with statement of case by city staff; and

WHEREAS, the Cedar Falls Board of Adjustment approved said amendments to the Rules of Procedure on May 28, 2019; and

WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it in the best interest of the City of Cedar Falls, Iowa to approve said amendments to the Rules of Procedure for the Board of Adjustment relative to references to Chapter 26 of the Cedar Falls Code of Ordinances and order of hearing with statement of case by city staff amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that the revised Rules of Procedure for the Cedar Falls Board of Adjustment is hereby approved.

ADOPTED this _____ day of _____, 2019.

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Mayor and Council
FROM: David Sturch, Planner III
 Matt Tolan, Civil Engineer II
DATE: July 31, 2019
SUBJECT: Park Ridge Estates Final Plat

REQUEST: Request to approve the Park Ridge Estates Final Plat (Case #FP19-008)
PETITIONER: BJW Holdings LLC; owner and CGA, Inc., Engineer
LOCATION: 20.8 acre parcel at the north end of Lakeshore Drive

PROPOSAL

The petitioner is requesting approval of a final plat that would create 6 residential lots on 20.8 acres of land. This subdivision includes the extension of Lake Shore Drive approximately 500 feet north of its current terminus. Lake Shore Drive will be dedicated as a public street.

BACKGROUND

The petitioner has been planning this development for the past year. The Planning and Zoning Commission recommended approval of the rezoning from A-1 to R-1 at the September 12, 2018 meeting. The City Council approved the rezoning request in November of 2018. The preliminary plat was recommended for approval by the Planning and Zoning Commission on November 14, 2018 and the City Council approved the preliminary plat on November 19, 2018.

During this time of rezoning and platting, the petitioner's engineer and city staff worked with the adjacent property owners to plan for the improvements of the adjacent dam structure near the southeast corner of the plat. This dam has been established for a number of years to facilitate a lake for the Lakewood Hills subdivision. The owners of the adjacent Lakewood Hills subdivision is in the process of permitting and repairing the dam and outflow structure that empties into the ravine along the east side of the proposed plat. The proposed Park Ridge Estates subdivision provides access easements for the repair and maintenance of said dam.

ZONING

As previously mentioned, the property was zoned R-1 in the fall of 2018. The R-1 district requires a minimum lot area of 9,000 ft² with a minimum lot width of 75 feet. Minimum required building setbacks are 30 feet for front and side yards abutting a street, 30-foot rear yard setback and side yard building setbacks of not less than 10% of the lot width.

ANALYSIS

The proposed plat includes six residential lots and six outlots on the 20.8 acre property. All lot areas and lot widths satisfy the R-1 district standards of 9,000 square feet and 75 feet, respectively. The following is a summary of the areas and widths for each lot.

Lot #	Lot Width (ft.)	Lot Area (sq.ft.)
1	159	32,428
2	145	31,362
3	75	95,764
4	75	79,581
5	110	62,775
6	385	90,505
Outlot A	385	38,535
Outlot B	180	72,567
Outlot C	159	17,878
Outlot D	163	26,369
Outlot E	401	156,103
Outlot F	315	120,567
Outlot G	Detention	22,381
Outlot H	Detention	20,852

The plat shows a 30-foot front yard setback. The rear yard setbacks will be 30 feet and the side yard setback will equal 10% of the lot width. These building setbacks conform to the R-1, residential zoning district standards. The lots are intended to be developed with single unit detached dwellings.

The lettered outlots are identified on the plat as follows:

- Outlot A will be sold to the adjacent property owner to the west of this subdivision.
- Outlot B is located in the 100-year floodplain. The preliminary floodplain maps (tentative date for approval in the fall/winter of 2020) show that the majority of this outlot will be removed from the floodplain. At that time, the property owner would be able to submit a preliminary and final plat this outlot for future development of another single family dwelling.
- Outlots C – F encompass the sensitive land features including the floodplain district, wetlands, steep slopes and tree stands. These outlots are identified as a conservation easement and will be conveyed to the owners of the abutting lots in the subdivision. This is a perpetual easement for preservation purposes. The conservation easement defines this area as a no disturbance buffer, the owners of these lots will not be permitted to make any temporary or permanent change in the character of the aforementioned sensitive features, no grading/fill, no structures or any other encroachment will not be permitted. This easement is identified on the plat and deed of dedication. A separate conservation easement must be filed with the Black Hawk Recorder's office and attached to the plat and deed of dedication.
- Outlots G – H are set aside for storm water management purposes. These will be the detention basins to collect the storm water from the subdivision. Access must be identified on the plat through Outlot H from Lot 1 to Outlot C.

The Park Ridge Estates plat includes a cul-de-sac extension of Lakeshore Drive. The middle of the cul-de-sac is approximately 600 feet from the north curb line of Lilliput Lane. This will be a

31-foot wide street in a 60-foot public right of way. The cul-de-sac will have a 45-foot radius and 90 feet of pavement which is large enough for city vehicles and fire trucks to make the turnaround. All lots will have access onto Lakeshore Drive.

The International Fire Code allows up to 30 dwelling units in a residential development on a single access road or public street. Since the west half of Lakewood Hills and the Lakewood Estates subdivision already include 30 residential dwellings, a secondary access to this site is needed. Due to the rugged topography of the site providing a second means of access would be difficult and costly and would involve disturbance of sensitive environmental areas. However, there is an exception to this rule. More than 30 residential dwellings may be approved with only a single means of access, if these dwellings are equipped with an approved automatic sprinkler system in accordance with the International Fire Code. The proposed homes in this subdivision will be constructed with a residential sprinkler system approved by the City of Cedar Falls Building Department and Cedar Falls Fire Operations Department. Given the limited number of dwellings proposed, the difficulty of providing a second means of access and the addition of sprinkler systems, staff finds that making an exception to the secondary access rule is reasonable.

The Deed of Dedication in association with the plat submittal is straightforward. The Deed language outlines the requirements for the developer and restricts the development of each lot in accordance with the R-1 residential standards found in the Zoning Ordinance. The development of this subdivision is limited to single unit dwellings. There is a provision in the Deed of Dedication for residential sprinkler systems to be installed in each dwelling and the installation of a 4-foot wide public sidewalk across the entire frontage of any lot at the time when a new house is under construction. Finally, all mailboxes will be grouped or clustered for the dwellings according to the USPS requirements and location reviewed by the City of Cedar Falls.

TECHNICAL COMMENTS

Utilities - City technical staff, including Cedar Falls Utilities (CFU) personnel, noted that the water, electric, gas and communication services are available to the site at the north end of Lakeshore Drive. An adequate sized water main has been extended to serve this subdivision. The other utilities are installed as part of the public improvements. The easements identified on the plat satisfy CFU requirements.

Stormwater Management – The petitioner's engineer has submitted a storm water management plan to the City and it has been reviewed by the City Engineer. The City Engineer has determined that the plan meets the City's subdivision requirements and also finds that the design will improve the drainage pattern that has developed over the years on this undeveloped parcel of land. Following is a summary of the proposed stormwater management system for the new subdivision.

The stormwater from the north end of the existing Lakeshore Drive and on the west side of the plat on Lot 6 will flow to an inlet located between Outlot B and Lot 1. A cut off ditch along the south border of the plat (west of Lakeshore Drive) will collect and divert any on-site runoff from Lot 6 to the street and will flow to the new intakes. The street and stormwater management system will be designed to direct a very large storm event into the stormwater basins on Outlot G and H. In such an event, approximately 1/3 of the water will be carried through an 18" storm sewer along the south side of Lot 1 to the detention basin in Outlot H; 1/3 of the water that is in the sump location in the street will be conveyed via an overflow channel located over the storm sewer to the basin in Outlot H. This basin is designed to collect the storm water from the street

and from Lots 1-3. The remaining 1/3 of the water in a 100-year event will overtop the surface location in the street and travel to the north into another detention basin in Outlot G located at the end of the cul-de-sac. The detention basins in Outlot G and H are designed to detain up to a 100-year rain event and release the water at a slower rate (the pre-development 2-year rate) into the stream at the bottom of the ravine along the north and east side of the subdivision.

Sanitary Sewer - The sanitary sewer will be extended to the north end of Lakeshore Drive to service each lot. Typically, the sanitary sewer must be extended to the limits of the plat, per the City's subdivision ordinance in order to accommodate the future growth in the northwest portion of Cedar Falls. The developer's engineer provided a preliminary sanitary sewer study to identify a future location of the sewer extension to the limits of the plat. It was determined that due to the steep slopes, floodplain and soil conditions, a sanitary sewer is not feasible through the north end of the Lakeshore Drive extension or along the easterly property line. Therefore, the proposed development of this property will utilize the existing lift station at the southeast corner of the property. The plan is to extend a future sanitary sewer through the north edge of this plat to service future growth in western Cedar Falls at some point in the future. A sanitary sewer easement is identified along the north side of the plat to allow for the future sanitary sewer.

SUMMARY

The City's Subdivision Ordinance outlines the requirements pertaining to Subdivision Plats. A Preliminary Subdivision Plat represents a "conceptual development plan" which the City must review and evaluate to insure compliance with all City regulations. Issues related to zoning regulations, utility easement provision, street locations and alignments and other factors are all subject to review and approval by City staff and the Planning and Zoning Commission and the City Council. Following Preliminary Plat approval by the City Council, the developer is free to begin installing the necessary public improvements (i.e. streets, sewers, waterlines, etc.) as indicated on the plat.

A Final Subdivision Plat formalizes the Preliminary Plat and authorizes the developer to begin selling lots and to begin building on the newly created lots. Normally a Final Subdivision Plat cannot be approved until all of the required public improvements have been installed and completed to the satisfaction of the City Engineer. A Final Plat can be "expedited" prior to full completion and acceptance of public improvements provided that the developer posts a cash bond with the City Engineering Division which serves as a financial guarantee that all the improvements will be installed in a timely fashion.

The lots are located outside of the designated 100-year floodplain. Outlots B - H encompass the 100-year floodplain.

A notice to the adjoining property owners informing them that this final plat will be presented to the City Council was mailed on August 1, 2019.

PLANNING & ZONING COMMISSION

Discussion/Vote 7/24/2019 The Commission considered the Park Ridge Estates Final Plat. Chair Holst introduced the item and Mr. Sturch provided background information. He explained that the plat is a 20 acres parcel at the north end of Lakeshore Drive. Last year the Commission and Council approved the rezoning and preliminary plat and the developer would like to create six new residential lots for single-family development. Mr. Sturch summarized the plat details about the sensitive areas containing floodplain, wetlands and steep slopes, which

will be in a no-build area. He also displayed the access easements and proposed stormwater management plan. Staff recommends approval with the following stipulations:

1. Any comments or direction from the Commission
2. Submission of a separate Conservation Easement document to be recorded with the plat. (submitted)
3. All new homes will be constructed with a residential sprinkler system approved by the Building Division and the Fire Department.
4. Identification of an access easement on the plat through Outlot H from Lot 1 to Outlot C. (done)
5. Submission and approval of necessary construction documents, contracts, lien waivers, estimates and bonds for the public improvements. (done)
6. Verification by the petitioner's engineer that all access easements shown on the plat will be accessible and traversable for city vehicles. (done)
7. Conformance to all city staff recommendations and technical comments

Mr. Wingert stated that he will be abstaining from the item.

Chair Holst asked if there were any comments from the public.

Mrs. Tammy Stahl at 1009 Lakeshore Drive stated she had some comments about the drainage and access to the Lakewood Hills dam. Mr. Steve Troskey, the developer's consultant explained that the excavation company is working on the infrastructure and the cleanup after the improvements.

Mr. Holst noted his appreciation for the efforts in the conservation and retention and taking care of the existing runoff.

There were no other comments and the Commission recommended approval of the Park Ridge Estates Final Plat. Wingert abstained from voting.

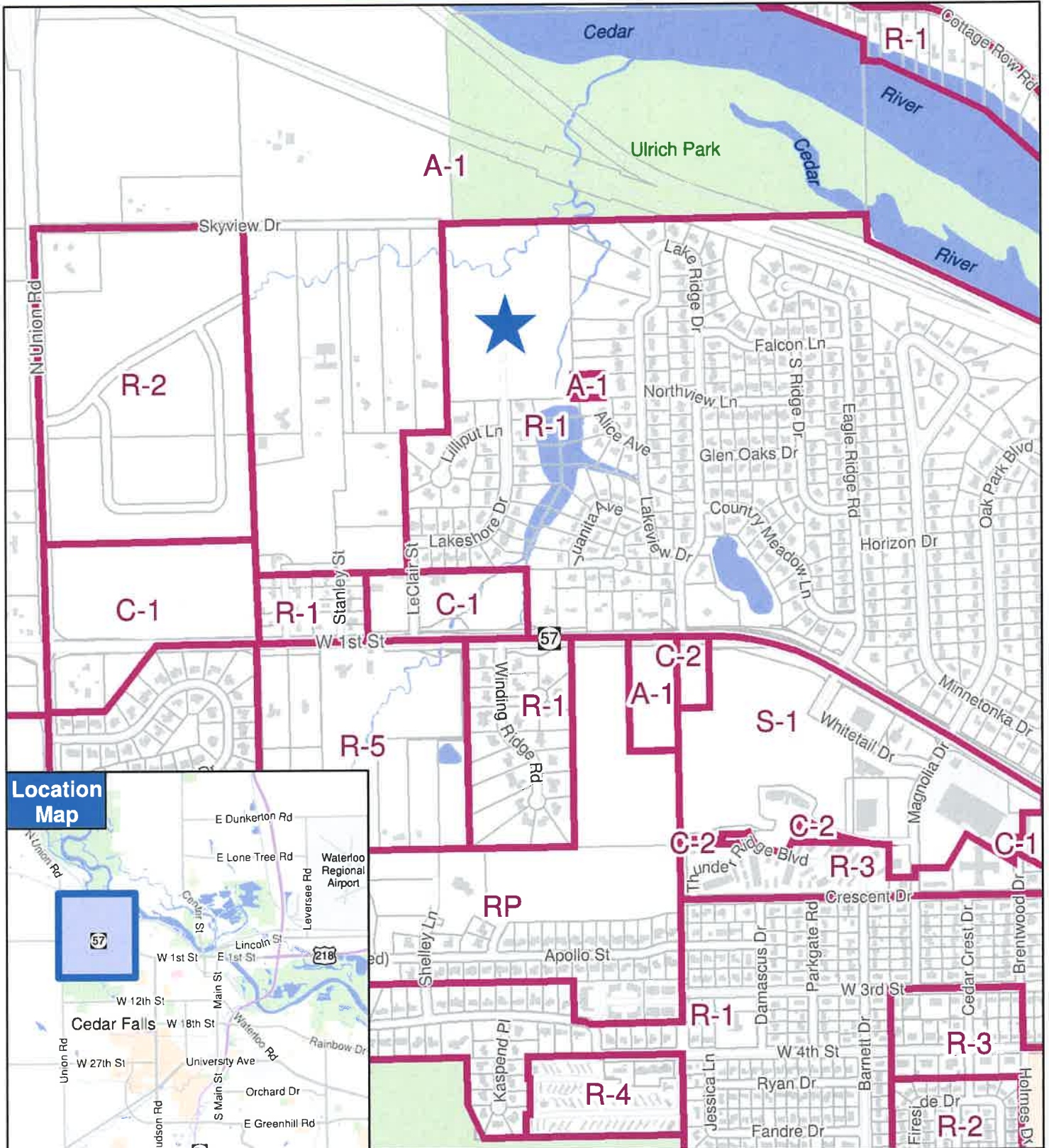
STAFF RECOMMENDATION

The proposed final plat meets the standards of the City's subdivision code and is consistent with its corresponding and approved preliminary plat. The Community Development Department recommends approval of the Park Ridge Estates Final Plat, subject to the following comments:

1. Any comments or direction specified by the City Council.
2. All new homes will be constructed with a residential sprinkler system approved by the City of Cedar Falls Building Department and or Cedar Falls Fire Department according to IFC 2015 and NFPA 13D.
3. Conform to all city staff recommendations and technical requirements.

Cedar Falls City Council
August 5, 2019

ITEM 36.



Location Map



Park Ridge Estates Final Plat

FINAL PLAT PARK RIDGE ESTATES SUBDIVISION CEDAR FALLS, IOWA

TRACT USE TABLE	
TRACT "A"	STREET R.O.W.
OUTLOT "A"	TO BE USED FOR EXPANSION OF A YARD FOR DEAN AND ROBYN ANDERSON AND SUBSEQUENT OWNERS. OUTLOT "A" WILL BE A PART OF AN UNPLATTED CEDAR FALLS NE SW LOT WITH THE ADDRESS BEING 3316 SKYVIEW DR, CEDAR FALLS, IA 50613.
OUTLOT "B"	RESERVED FOR FURTHER DEVELOPMENT PENDING FLOOD MAP REVISIONS.
OUTLOT "C"	TO BE CONVEYED TO THE OWNER OF LOT 1.
OUTLOT "D"	TO BE CONVEYED TO THE OWNER OF LOT 2.
OUTLOT "E"	TO BE CONVEYED TO THE OWNER OF LOT 3.
OUTLOT "F"	TO BE CONVEYED TO THE OWNER OF LOT 4.
OUTLOT "G"	STORM WATER MANAGEMENT
OUTLOT "H"	STORM WATER MANAGEMENT

SURVEYOR AND ENGINEER

JEREMY A. HARRIS, 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: R1 (RESIDENTIAL)

DEVELOPER

BRIAN WINGERT
2021 MAIN ST., SUITE A
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

PROPRIETOR

BJW HOLDINGS LLC
2110 FLYNN DRIVE
CEDAR FALLS, IA 50613

SHEET INDEX

SHEET NO.	DESCRIPTION
1 OF 5	TITLE SHEET
2 OF 5	FINAL PLAT
3 OF 5	FINAL PLAT EASEMENTS
4 OF 5	FINAL PLAT EASEMENTS
5 OF 5	FINAL PLAT EASEMENTS

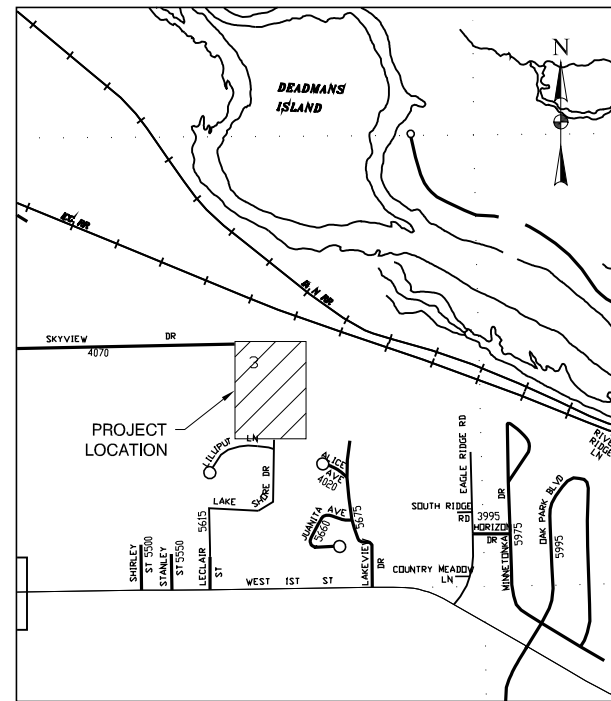
SETBACK DATA

LOT NO	SIDE	REAR
LOT 1	15.9'	30'
LOT 2	14.8	30'
LOT 3	7.5	30'
LOT 4	7.5	30'
LOT 5	11.0	30'
LOT 6	20.0	30'

LINE DATA		
LINE NUMBER	BEARING	DISTANCE

CURVE TABLE					
CURVE DATA	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD
C1	21.55'	25.00'	49°23'29"	N26°37'02"W	20.89'
C2	77.25'	59.50'	74°23'29"	N14°07'02"W	71.94'
C3	47.22'	59.50'	45°27'58"	N45°48'42"E	45.99'
C4	48.21'	59.50'	46°25'32"	S88°14'34"E	46.90'
C5	47.22'	59.50'	45°27'58"	S42°17'49"E	45.99'
C6	69.61'	59.50'	67°02'03"	S13°57'11"W	65.71'
C7	21.55'	25.00'	49°23'29"	S22°46'28"W	20.89'
C8	289.51'	59.50'	278°46'58"	N88°04'43"E	77.46'

	(GROSS-ACRES)	(EASE-ACRES)	(NET-ACRES)
NE 1/4 SW 1/4 SEC 3-89-14	2.22 AC	0.00 AC	2.22 AC
NW 1/4 SE 1/4 SEC 3-89-14	18.49 AC	0.00 AC	18.49 AC
TOTAL	20.71 AC	0.00 AC	20.71 AC



VICINITY MAP
NOT TO SCALE

LEGAL DESCRIPTION

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

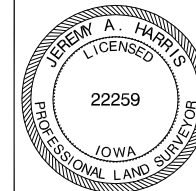
ALSO

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

DATE PREPARED: 6/24/2019

LEGEND:

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET 1/2" x 30" REBAR w/BLUE PLASTIC ID CAP #22259
- PARCEL OR LOT CORNER MONUMENT FOUND
- SET 1/2" x 30" REBAR w/BLUE PLASTIC ID CAP #22259
- () RECORDED AS



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

JEREMY A. HARRIS, PLS _____ date
Iowa License Number 22259
My License Renewal Date is December 31, 2019
Pages or sheets covered by this seal:
SHEETS 1 OF 5, 2 OF 5, 3 OF 5, 4 OF 5, AND 5 OF 5.

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

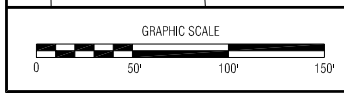
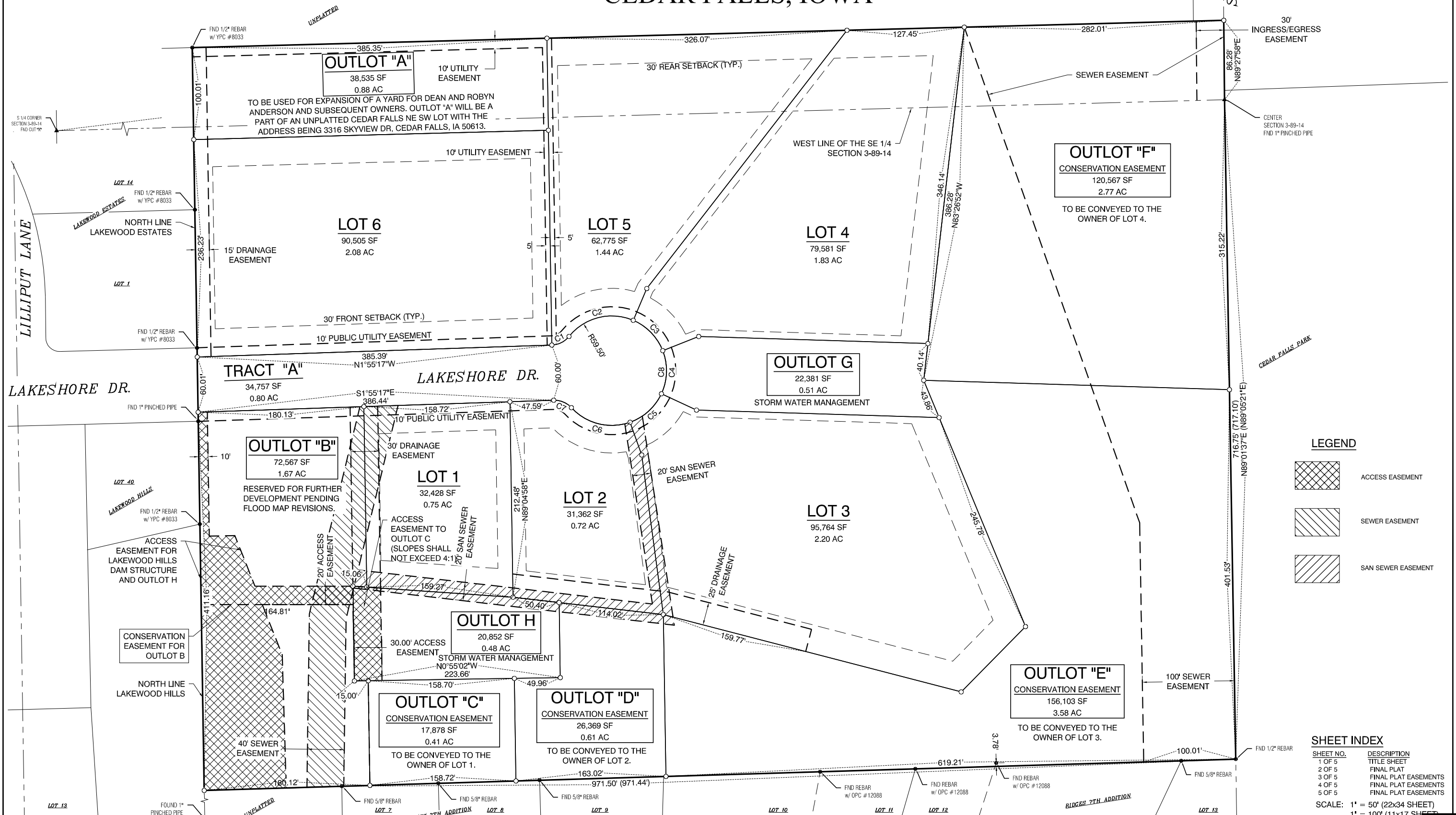


DESIGNED: _____ DATE: _____
DRAWN: SJC _____ DATE: _____
CHECKED: JAH _____ DATE: _____
APPROVED: _____ DATE: _____

PARK RIDGE ESTATES SUBDIVISION
CEDAR FALLS, IOWA

FINAL PLAT

FINAL PLAT PARK RIDGE ESTATES SUBDIVISION CEDAR FALLS, IOWA



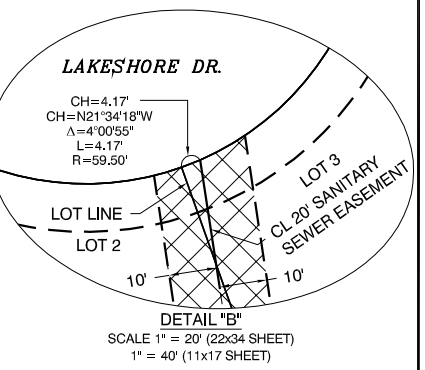
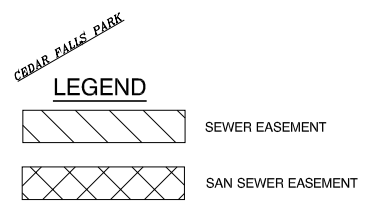
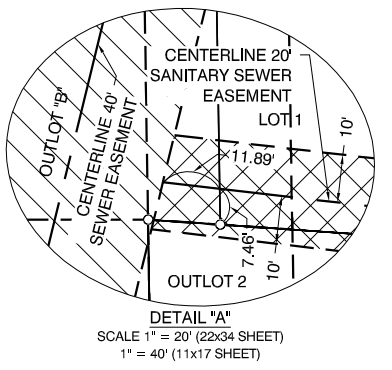
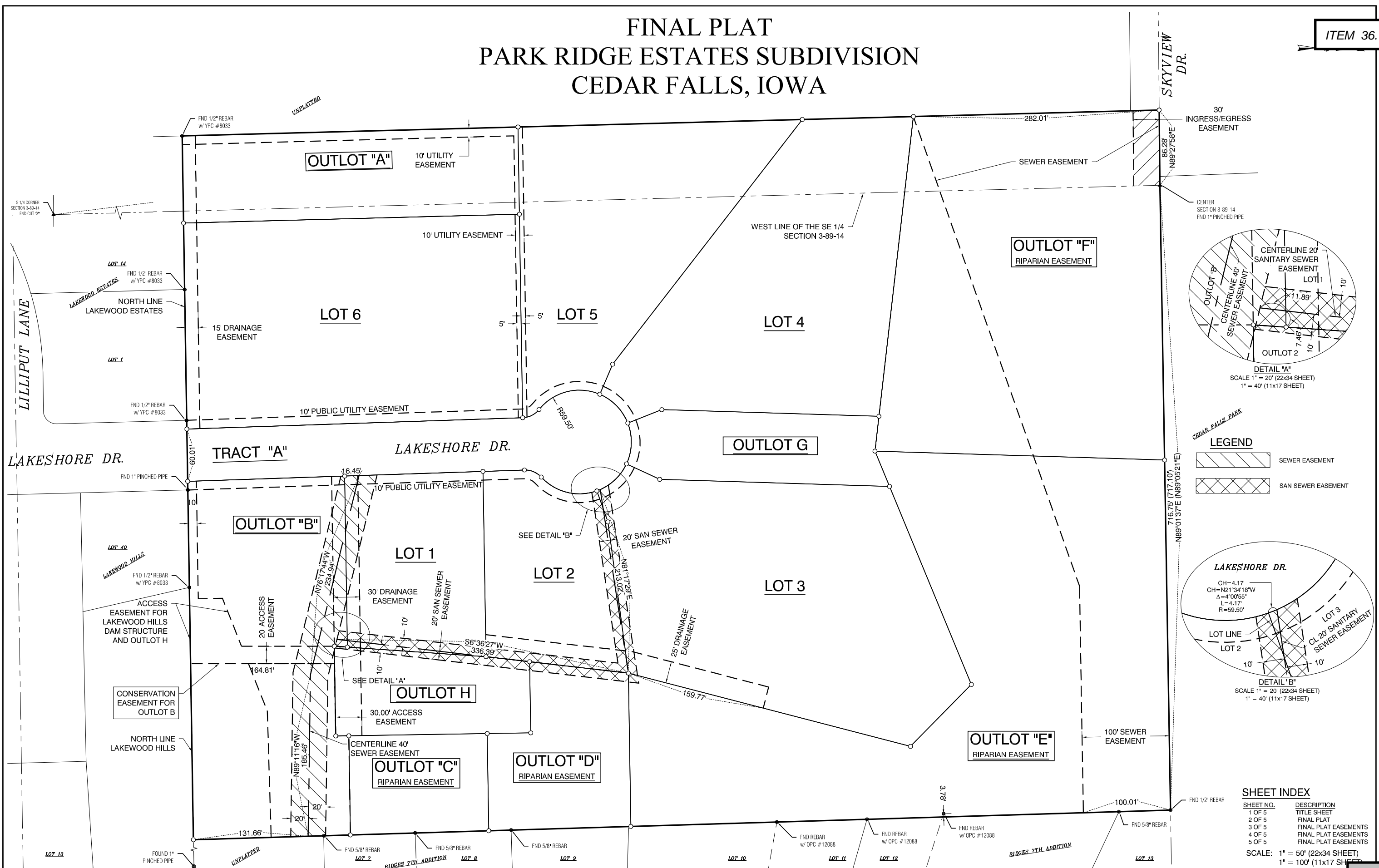
NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

CGA Clapsaddle-Garber Associates, Inc.
5106 Nordic Drive
Cedar Falls, Iowa 50613
Ph 319-266-0258
www.cgaconsultants.com

DESIGNED: _____ DATE: _____
DRAWN: SJC _____ DATE: _____
CHECKED: JAH _____ DATE: _____
APPROVED: _____ DATE: _____

PARK RIDGE ESTATES SUBDIVISION CEDAR FALLS, IOWA

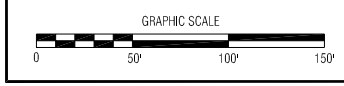
FINAL PLAT PARK RIDGE ESTATES SUBDIVISION CEDAR FALLS, IOWA



SHEET INDEX

SHEET NO.	DESCRIPTION
1 OF 5	TITLE SHEET
2 OF 5	FINAL PLAT
3 OF 5	FINAL PLAT EASEMENTS
4 OF 5	FINAL PLAT EASEMENTS
5 OF 5	FINAL PLAT EASEMENTS

SCALE: 1" = 50' (22x34 SHEET)
1" = 100' (11x17 SHEET)



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

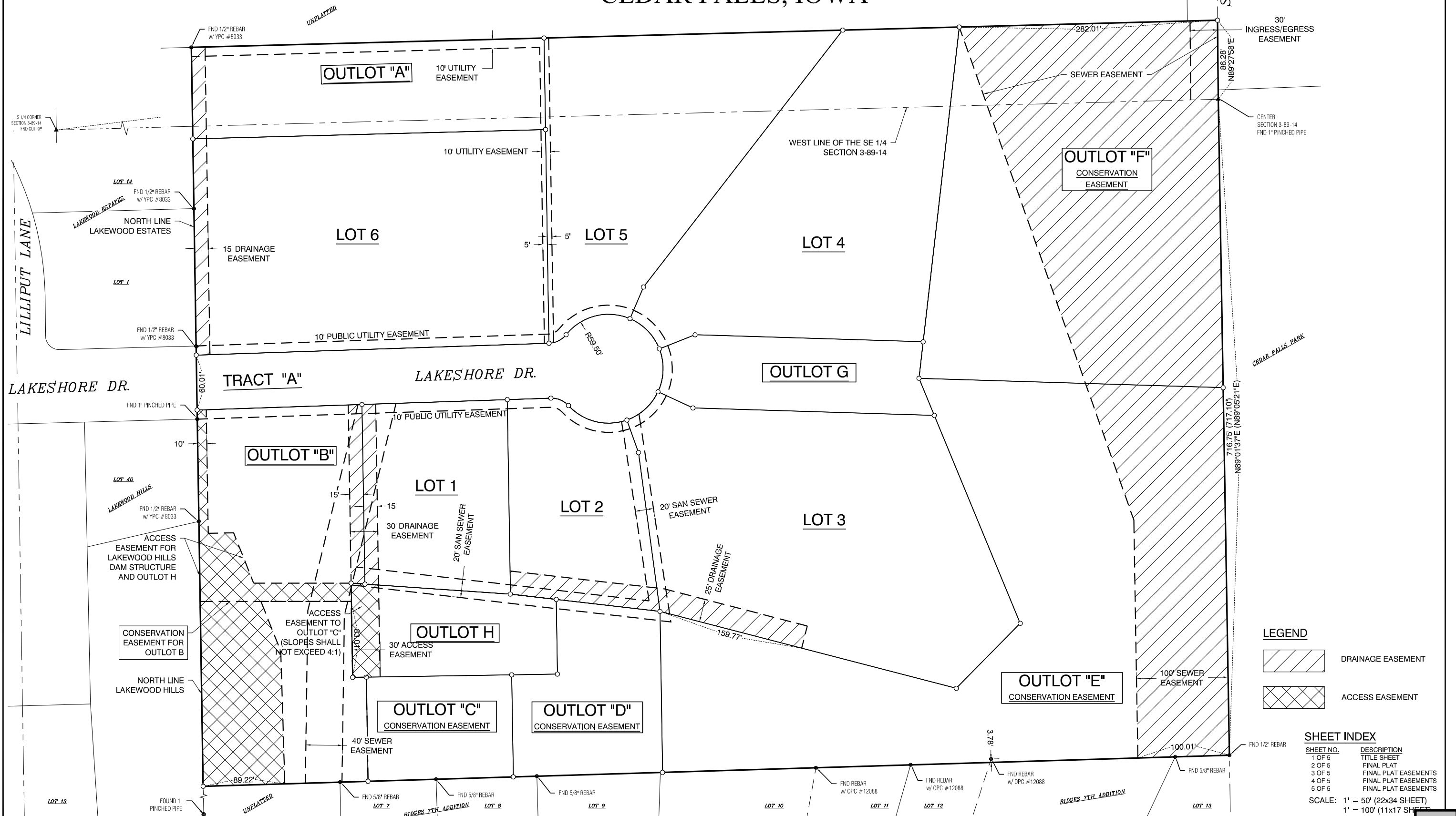
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PARK RIDGE ESTATES SUBDIVISION CEDAR FALLS, IOWA

FINAL PLAT

FINAL PLAT PARK RIDGE ESTATES SUBDIVISION CEDAR FALLS, IOWA



LEGEND

- DRAINAGE EASEMENT
- ACCESS EASEMENT

SHEET INDEX

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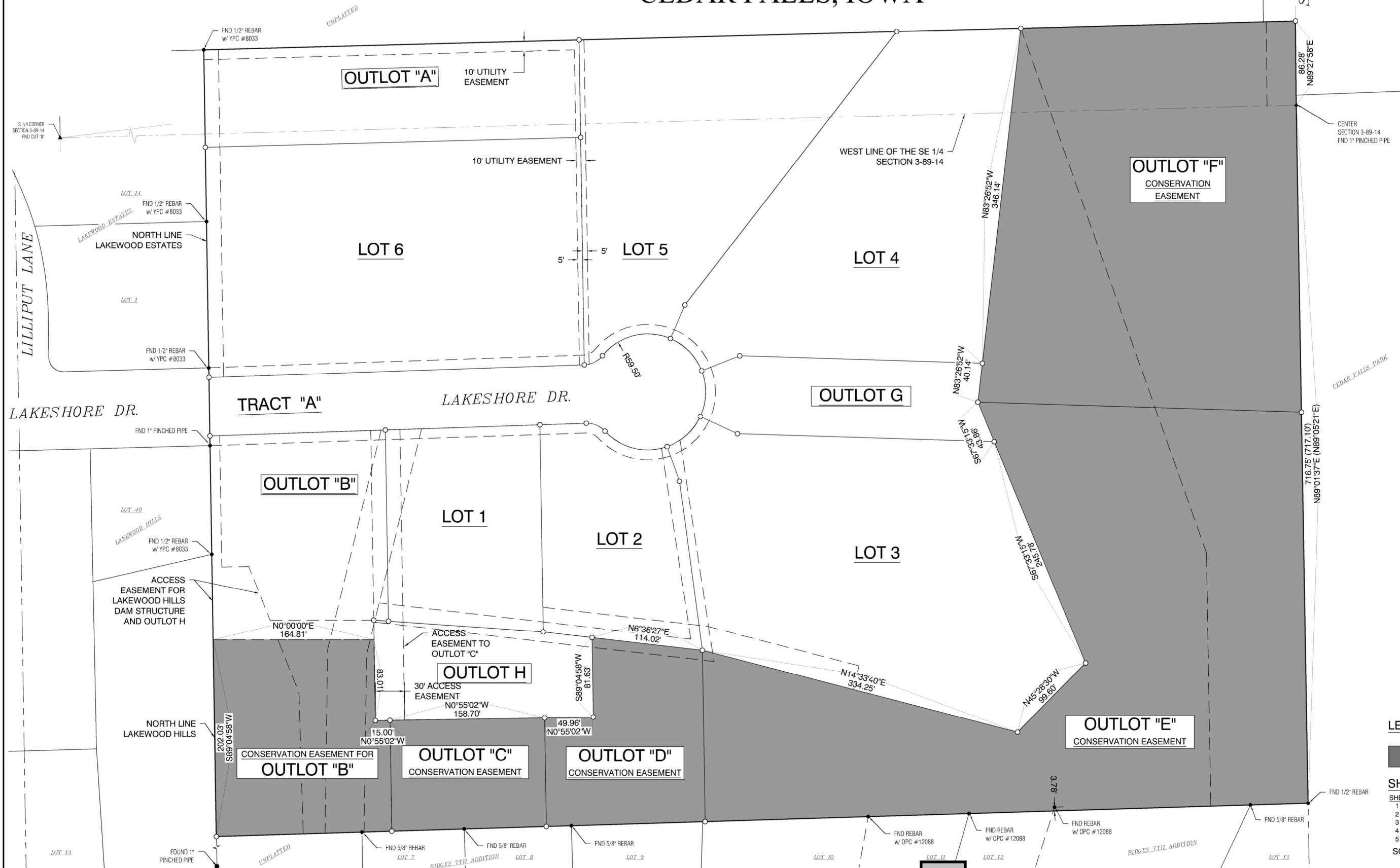
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PARK RIDGE ESTATES SUBDIVISION CEDAR FALLS, IOWA

FINAL PLAT

FINAL PLAT PARK RIDGE ESTATES SUBDIVISION CEDAR FALLS, IOWA



LEGEND



SHEET INDEX

SHEET NO.	DESCRIPTION
1 OF 5	TITLE SHEET
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Cedar Falls, Iowa 50613
Ph 319-266-0258
www.cgaconsultants.com

DESIGNED: _____ DATE: _____
DRAWN: SJC _____ DATE: _____
CHECKED: JAH _____ DATE: _____
APPROVED: _____ DATE: _____

PARK RIDGE ESTATES SUBDIVISION
CEDAR FALLS, IOWA

FINAL PLAT
PROJECT NO. 5694.05
SHEET NO. 5 OF 5

J:\5694\orig\Survey\Final Plat\5694-Final Plat Sheet 4 of 4.dwg - PP-5 - 08-01-19 - 10:16am - AMX352

DEED OF DEDICATION
OF
PARK RIDGE ESTATES SUBDIVISION
CEDAR FALLS,
IOWA

KNOW ALL MEN BY THESE PRESENTS:

That BJW Holdings, 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 _____, a Professional Engineer and Licensed Land Surveyor, dated ____ day of _____, 2019, does 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:

PARK RIDGE ESTATES SUBDIVISION
CEDAR FALLS, 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 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 of the lot line 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 and one-half (7.5) 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. 2,000 square feet for the main base of a single story, split-level or split-foyer houses.

B. 1,300 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 2,600 square feet excluding the basement level.

3. Each single family residence shall have a minimum of a garage with a minimum of 850 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. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. No fencing shall be allowed on any Lot.

14. Each house must be constructed with a fire suppression system approved by the City of Cedar Falls Building Department.

15. Tract A to be deeded to the City of Cedar Falls, for street purposes.

16. Outlot A must be conveyed to the owner of adjoining 3316 Skyview Rd., Cedar Falls, Black Hawk County, Iowa for expansion of a yard.

17. Outlots B, C, D, E and F are located in a flood plain and shall follow all federal, state, and local ordinances regarding the same. Outlot B is reserved for further development pending flood map revisions. Outlot C must be conveyed to the owner of Lot 1. Outlot D must be conveyed to the owner of Lot 2. Outlot E must be conveyed to the owner of Lot 3. Outlot F must be conveyed to the owner of Lot 4

18. Outlots G and H shall be used for stormwater detention.

19. An access easement through Outlot B is shown on the plat. Said easement shall be for access to the detention pond located on Outlot H and the Lakewood Hills dam structure and is granted to any party having a legal right to inspect, maintain, or repair said detention pond or dam structure. Said easement is not a public easement.

20. The Park Ridge Estates Conservation Easement shown on the Plat shall be to prohibit development in this area and maintain the natural features within this area. The Park Ridge Estates Conservation Easement is attached to the Plat.

21. Lot 1 shall access Outlot C through Outlot H.

22. 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.

23. 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 BJW Holdings, LLC.

24. Factory-built housing or modular homes will not be allowed. Panelized homes may be allowed, but must meet the requirements of BJW Holdings, LLC, as stated in the previous restriction.

25. 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 curblin 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. All mailboxes shall be clustered or grouped for the units, and shall be placed between the curb line and the property line abutting the lots.

26. The contractor or owner of any lot shall verify the depth of the sanitary sewer service line serving said lot to ensure 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.

27. Any and all drainage easements will be required to follow the "Stormwater Management Plan" and no building structures, fence structures, landscaping structures, private gardens, fill material, 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.

28. 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 Park Ridge Homeowners Association. This shall not be construed to include persons or entities whom 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 Park Ridge Homeowners Association shall be to own and maintain the common area and green spaces of the development, including but not limited to Outlots 1 & 2 (retention ponds) 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 limited to, of common neighborhood cluster mailboxes, mowing, watering, include 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 Park Ridge Estates Subdivision. Initially, the Developer, BJW Holdings, 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 \$300 per lot per year beginning in _____ 1, 2019. The Developer, BJW Holdings, 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.

PUBLIC IMPROVEMENTS REQUIRED IN PLAT

1. The Street(s) shown on the attached plat, and referred to as Tract A, 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. 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, BJW Holdings, 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.
9. 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.
10. 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.

The Developer's construction plans are now on file in the Office of the City Engineer.

SIGNED and DATED this _____ day of _____, 2019.

BJW Holdings, LLC

Brian J. Wingert, Manager

STATE OF IOWA, BLACK HAWK COUNTY: ss

On this ____ day of _____, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Brian J. Wingert, Manager of BJW Holdings, 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 BJW Holdings, LLC.

Notary Public in and for the State of Iowa

Prepared by: Eric W. Johnson, P.O. Box 178, Waterloo, IA 50704-0178 (319)234-1766
Return to: Eric W. Johnson, P.O. Box 178, Waterloo, IA 50704-0178

PARK RIDGE ESTATES SUBDIVISION CONSERVATION EASEMENT

The undersigned owner does hereby grant and convey to all present and future owners of lots in Park Ridge Estates Subdivision and to the City of Cedar Falls, Iowa, a conservation easement pursuant to Iowa Code ch. 457A to preserve riparian lands and promote open space over and across those parts of Outlots B, C, D, E & F, designated and delineated as Conservation Easement on the Plat for Park Ridge Estates Subdivision ("Conservation Easement"). The terms of said easement is such that no owner of any lot that comprises any of the Conservation Easement, no present or future owner of any other lot in the subdivision, and no member of the general public, shall take any action regarding said Conservation Easement contrary to the provisions of this Agreement. These provisions include without limitation the following:

- a. No permanent or temporary structure of any kind shall be constructed in the Conservation Easement.
- b. No disturbance of the Conservation Easement shall be permitted at any time. The requirement that there shall be no disturbance of the Conservation Easement shall be construed to mean that the owner of the real estate upon which the Conservation Easement has been granted shall not make or permit any change (permanent or temporary) to the Conservation Easement which shall change its character, which shall include without limitation any fill or placement of earth or organic material, or changes to the topography or the plantings of the Conservation Easement, except that normal residential mowing, tree and brush trimming and maintenance, and removal of noxious weeds, shall be permitted.
- c. it is the intent of this Agreement that it shall be interpreted, applied and enforced in such a way that the Conservation Easement shall not be changed except by force of nature.



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 City Council
FROM: David Sturch, Planner III
Matthew Tolan, Civil Engineer II
DATE: July 31, 2019
SUBJECT: Western Home Communities Ninth Addition Final Plat

REQUEST: Request to approve the Western Home Communities Ninth Addition Final Plat Plat. Case #FP19-005

PETITIONER: Western Home Communities, Claassen Engineering

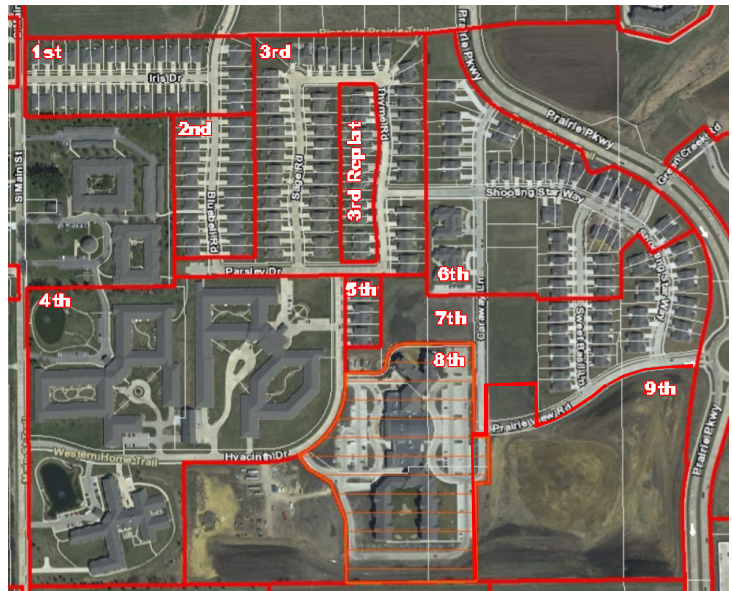
LOCATION: The property is located on 18.33 acres of land at the southwest corner of Prairie Parkway and Prairie View Road in the Western Home Campus on S. Main Street

PROPOSAL

Western Home Communities is proposing another phase for condominium/villa development along the south side of Prairie View Road. The Western Home Communities Ninth Addition will create 18 lots intended for retirement two unit/condos, similar to the recent development that has occurred on nearby Caraway Lane, Sweet Basil Lane and Shooting Star Way. The lots are similar in size from the previous phases, typically ranging from 0.33 acres to 0.6 acres. New streets extending south off of Prairie View Road include Caraway Lane, Savory Lane and Lemongrass Drive. All street are to be constructed to 31 ft. paving width.

BACKGROUND

The Final Plat for the Western Home Communities Seventh Addition was approved by the Planning and Zoning Commission in the spring of 2015 and by the City Council in the fall of the same year. The seventh addition created 17



lots to allow the construction of the new Diamond Event Center and Jorgensen Plaza. Caraway Lane was installed as a private 29-foot wide roadway extending south of Prairie View Road approximately 225 feet to access the aforementioned Diamond Event Center. The seventh addition also created additional lots for new two unit condos on Sweet Basil Lane and Shooting Star Way. Finally, included in the Seventh Addition was a large 16.7 acre tract located at the southwest corner of Prairie View Road and Prairie Parkway. This tract was set aside for future development of the Western Home Communities South Main Street campus. The proposed ninth addition is essentially a replat of the aforementioned tract in the Western Home Seventh Addition.

ANALYSIS

Western Home Communities proposes to plat 18.33 acres of land at the southwest corner of Prairie View Road and Prairie Parkway. The area will continue with the development of the condominium/villas. The property is located in the MU District which permits this type of development. The Commission has reviewed the proposed condos/villas in the past and the plan is to construct similar units in the proposed ninth addition.

Tract A is reserved for the new street extension of Caraway Lane, Savory Lane and Lemongrass Drive. Tract B is reserved for street right of way and a potential street extension into the future development of Outlot A. Tract C is the existing street right of way for Caraway Lane that currently serves access into the Jorgenson Event Center. This section of Caraway Lane would become a public street. All streets will be 31 feet wide. At this time, Western Home has no plans to add additional condos/villas in Outlot A. With no development plans identified for Outlot A, planned access locations must be established for this large vacant parcel. Prairie Parkway to the east is a "controlled" roadway with limited access locations which is established at the Prairie Parkway and Prairie View Road roundabout. Access to the south is not an option since this is an undeveloped commercial lot that is associated with the Pinnacle Prairie Commercial South development. This leaves the access locations onto Prairie View Road to the north and the proposed Savory Lane to the west. The access location on the north side of Outlot A (Prairie View Road) must line up with the existing street locations of Sweet Basil Lane and Shooting Star Way. Access to the west, if necessary, is identified in Tract B at the south end of Lemongrass Drive. It is important to provide multiple street connections to adjacent lots for adequate access, traffic flow and emergency response vehicles.

TECHNICAL COMMENTS

City technical staff, including Cedar Falls Utilities (CFU) personnel, noted that the 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. Drainage easements are identified on the plat between Lots 1 through 10, and along the south and east edge of the plat. The 30' drainage easement along the west side of Prairie Parkway is subject to overland flows and must not be impeded. Future site plan review of this area will require restrictions on the placement of any landscaping and vegetation.

City zoning staff notes that the proposed lots are sufficient in size to meet the anticipated development plans. The MU District is more flexible than other districts in terms of minimum lot area, lot width, etc. The MU district allows a 20 foot setback adjacent to all roadways and a 30 foot setback is permitted around the MU district boundary. Zero side lot line setbacks are allowed. The proposed plan will be similar to the previous additions in the Western Home development. The front yard setbacks will be 20 feet and the setback along the district bound

on the south side of this plat is 39 feet, due to a drainage and utility easement. It is anticipated that these lots will be developed in the traditional manner with adequate front, rear and side yard setbacks.

The property is located outside of the designated 100-year floodplain.

The preliminary plat was recommended for approval by the Planning and Zoning Commission on May 8, 2019. The City Council approved the Western Home Ninth Addition preliminary plat on May 20, 2019. The developer is proceeding with the construction and installation of all required public infrastructure such as streets, sewers and other utilities. No lot sales or new home construction can begin until a Final Plat is approved by the City Council. The platting documents including the Deed of Dedication, City Council resolution forms and a plat fee of have been submitted.

PLANNING & ZONING COMMISSION

Discussion/Vote 6/26/2019	The Planning and Zoning Commission considered the Western Home Communities Ninth Addition Final Plat. Chair Holst stated he had a conflict of interest and would need to abstain from the matter. Acting Chair Leeper introduced the item and Mr. Sturch provided background information. He explained that the property is located at the southwest corner of Prairie View Road and Prairie Parkway and will be future development of the condos and villas that are currently there. 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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There were no other comments and the Commission recommended approval of the final plat for the Western Home Communities Ninth Addition.

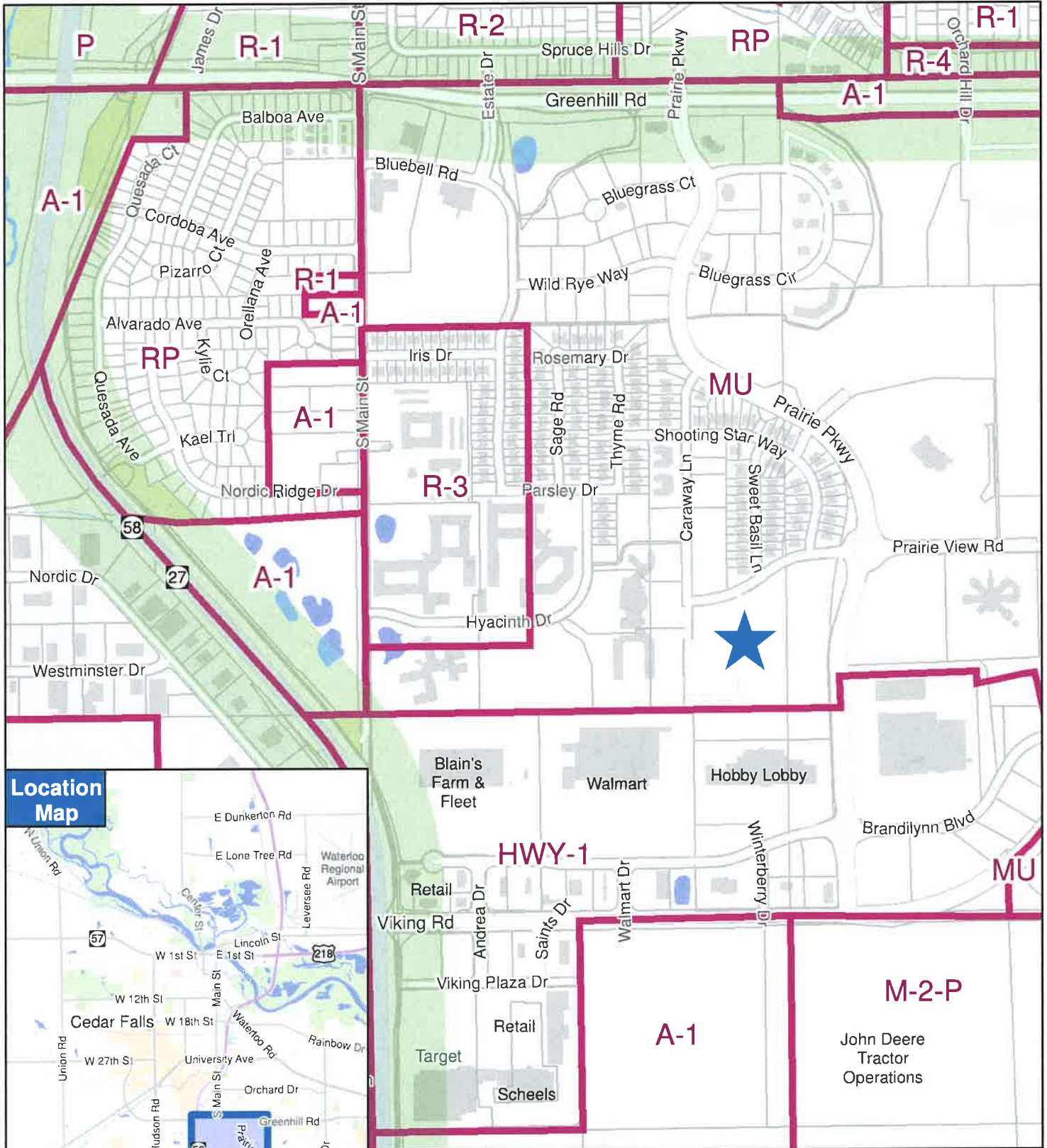
STAFF RECOMMENDATION

The proposed final plat meets the standards of the City's subdivision code and is consistent with its corresponding and approved preliminary plat. The Community Development Department recommends approval of the Western Home Communities Ninth Addition Final Plat, subject to the following comments:

1. Any comments or direction specified by the City Council.
2. Conform to all city staff recommendations and technical requirements.

Cedar Falls City Council
August 5, 2019

ITEM 37.

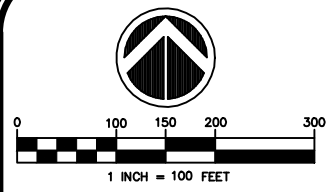


Location
Map



Western Home Ninth Addition
Final Plat

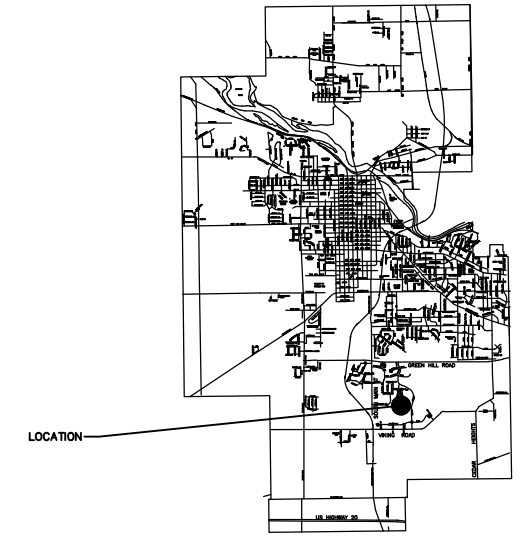
329



Final Plat

WESTERN HOME COMMUNITIES NINTH ADDITION

A Replat of a part of Western Home Communities Seventh Addition,
+ a part of Western Home Communities Eighth Addition,
Cedar Falls, Black Hawk County, Iowa
May 2019



**KEY MAP:
CEDAR FALLS, IA.**

- LEGEND:**
- - DENOTES FOUND IRON PIN & RED CAP #16775 (UNLESS NOTED OTHERWISE)
 - - DENOTES SET 0.5"x24" IRON PIN & RED CAP #16775
 - △ - DENOTES SECTION CORNER
 - 0.00' - DENOTES RECORD DIMENSION
 - 0.00' - DENOTES FIELD DIMENSION
 - S.F. - DENOTES SQUARE FEET

LEGAL DESCRIPTION:

Western Home Communities Ninth Addition

Tract 'E', Western Home Communities Seventh Addition, Document No. 2016-16744 in the Black Hawk County Recorder's Office, Cedar Falls, Black Hawk County, Iowa.

AND

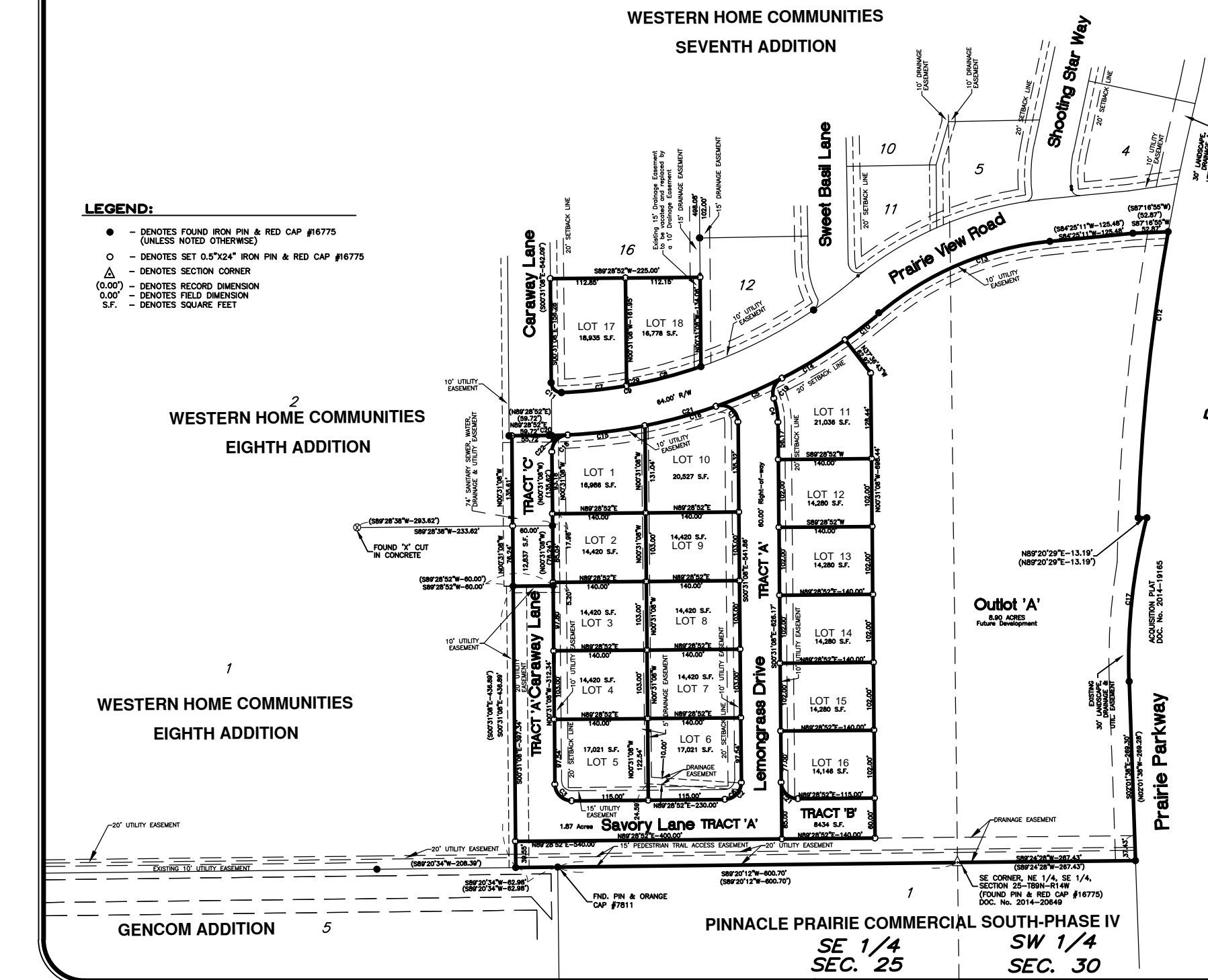
That part of Lot Sixteen (16), aforesaid Western Home Communities Seventh Addition, described as follows:

Beginning at the Southeast corner of said Lot Sixteen (16); thence N00°31'08"W One Hundred Thirty-four and Six Hundredths (134.06) feet along the East line of said Lot Sixteen (16); thence S89°28'52"W Two Hundred Twenty-five (225.00) feet to the West line of said Lot Sixteen (16); thence S00°31'08"E One Hundred Fifty-six and Twenty-eight Hundredths (156.28) feet along said West line; thence Southerly Twenty-three and Ninety-seven Hundredths (23.97) feet along the Southwesterly line of said Lot Sixteen (16) and along the arc of a curve concave Northeasterly having a radius of Fifteen (15.00) feet and a chord of Twenty-one and Fifty Hundredths (21.50) feet which bears S46°18'09"E; thence Easterly Two Hundred Thirteen and Sixty-five (213.65) feet along the Southerly line of said Lot Sixteen (16) and along the arc of a curve concave Northerly having a radius of Seven Hundred Twenty (720.00) feet and a chord of Two Hundred Twelve and Eighty-seven Hundredths (212.87) feet which bears N79°24'47"E to the point of beginning containing 0.82 acres.

AND

That part of Lot One (01) and Lot Two (02) Western Home Communities Eighth Addition, described as follows:

Beginning at the Northeast corner aforesaid Lot One (01); thence S00°31'08"E Seventy-six and Twenty-four Hundredths (76.24) feet along the East line of said Lot One (01); thence S89°28'52"W Sixty (60.00) feet along said East line; thence N00°31'08"E Seventy-six and Twenty-four Hundredths (76.24) feet along the Northerly extension of the East line of said Lot One (01) to the North line of said Lot One (01); thence continue N00°31'08"W One Hundred Thirty-five and Sixty-one Hundredths (135.61) feet still on said Northerly extension to the East line of aforesaid Lot Two (02); thence N89°28'52"E Fifty-five and Seventy-two Hundredths (55.72) feet along said East line; thence Easterly Four and Twenty-eight Hundredths (4.28) feet along said East line and along the arc of a curve concave Northerly having a radius of Seven Hundred Eighty-four (784.00) feet with a chord of Four and Twenty-eight Hundredths (4.28) feet which bears N89°19'29"E; thence S00°31'08"E One Hundred Thirty-five and Sixty-two Hundredths (135.62) feet along the East line of aforesaid Lot Two (02) to the point of beginning containing 12,711 square feet.



CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD B.
C1	47.43	25.00	108°41'34"	40.63	S54°51'55"E
C2	39.27	25.00	90°00'00"	35.36	S44°28'52"W
C3	39.27	25.00	90°00'00"	35.36	S45°31'08"E
C4	36.14	110.00	18°49'27"	35.98	N09°55'52"W
C5	108.00	784.00	07°53'35"	107.92	S66°50'30"W
C6	28.85	25.00	90°00'00"	25.00	S45°31'08"E
C7	97.96	720.00	7°47'44"	97.89	S84°00'59"W
C8	115.69	720.00	9°12'23"	115.57	S75°30'55"W
C9	213.65	720.00	17°00'07"	212.87	N79°24'47"E
(213.65)	(720.00)	(17°00'07")	(212.87)	(S79°24'47"W)	
C10	66.56	784.00	04°51'51"	66.54	S52°20'52"W
C11	23.97	15.00	91°34'02"	21.50	S49°18'09"E
(23.97)	(15.00)	(91°34'02")	(21.50)	(N46°18'09"W)	
C12	432.63	3053.00	08°07'09"	432.27	N05°58'44"E
(432.63)	(3053.00)	(08°07'09")	(432.27)	(S05°58'44"W)	
C13	280.63	466.00	34°30'15"	276.41	N67°10'04"E
(280.63)	(466.00)	(34°30'15")	(276.41)	(N67°10'04"E)	
C14	111.05	784.00	08°06'54"	110.95	S59°39'22"W
C15	116.73	784.00	08°31'50"	116.62	N87°08'30"E
C16	110.67	784.00	08°05'18"	110.58	N74°49'57"E
C17	248.26	866.00	16°25'31"	247.41	S06°11'07"W
(248.26)	(866.00)	(16°25'31")	(247.41)	(S06°11'07"W)	
C18	38.36	25.00	87°53'33"	34.71	S43°28'39"W
C19	35.88	25.00	82°14'18"	32.88	S21°46'34"W
C20	4.28	784.00	00°18'46"	4.28	N89°19'29"E
(4.28)	(784.00)	(00°18'46")	(4.28)	(N89°19'29"E)	
C21	39.27	25.00	90°00'00"	35.36	S45°31'08"E
C22	28.36	784.00	02°04'27"	28.38	N89°26'39"E
		(784.00)			

- GENERAL NOTES:**
- Developer: Western Home Communities (Contact: Kris Hansen) 420 E. 11th Street Cedar Falls, Iowa 50613 Phone: 319.277.2141
 - Owner: Western Home Independent Living Services, Inc. 420 E. 11th Street Cedar Falls, Iowa 50613
 - Engineer/Surveyor: Wayne Classen Engineering and Surveying, Inc. 2705 University Ave. (P.O. Box 898) Waterloo, Iowa, 50704 Phone: 319.235.6294
 - The unadjusted error of closure for this project was less than 1 in 10,000.
 - Area of final plat in aliquot part: NE 1/4, SE 1/4, SEC. 25-T89N-R14W 11.85 ACRES NW 1/4, SW 1/4, SEC. 30-T89N-R13W 6.48 ACRES
 - Tracts 'A', and 'C' are to be dedicated to the City of Cedar Falls for right-of-way purposes.
 - Tract 'B' reserved for a potential street extension.
 - Curve C22 includes curve C20.

PINNACLE PRAIRIE COMMERCIAL SOUTH-PHASE II

CERTIFICATION

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.

Signature: David L. Schell, P.L.S.

Date: _____ 20____ License No. 16775

Pages or Sheets Covered by this Seal: THIS SHEET ONLY.

My license renewal date is December 31, 2020

330

CES

wayne classen engineering and surveying, inc. waterloo, iowa

Preparer: Mark F. Conway c/o Swisher & Cohrt, PLC,
P.O. Box 1200, 528 W. 4th St., Waterloo, IA 50704

(319) 232-6555 Phone
(319) 232-4835 Fax

DEED OF DEDICATION
WESTERN HOME COMMUNITIES NINTH ADDITION
CEDAR FALLS, IOWA

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, Western Home Services, Inc., an Iowa nonprofit corporation, being desirous of laying out and platting into lots and tracts the real estate described in the Certificate of Survey prepared by David L. Scheil, a Registered Land Surveyor, dated the ____ day of _____ 2019, attached as Exhibit "A" do by these presents, designate and set apart the real estate described in the plat showing location and numbers and letters of lots and names and locations of streets as a subdivision of the City of Cedar Falls, in Black Hawk County, Iowa, the same to be known hereafter and called Western Home Communities Ninth Addition, Cedar Falls, Iowa (at times herein, the "Ninth Addition"), all of which is with the free consent and desire of the undersigned. The owners do hereby grant and convey to the City of Cedar Falls, 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 such services over, across, on and/or under the property as shown on the attached plat.

ADJACENT SUBDIVISIONS AND UNPLATTED PARCELS

The Western Home Communities Ninth Addition was formerly described as Tract "E" in the Western Home Communities Seventh Addition. The Ninth Addition will be bordered on the west by Caraway Lane and the existing the Prairie Winds / Jorgensen Plaza development in the Western Home Communities Eighth Addition; on the north by residential villas in the Western Home Communities Seventh Addition; on the south by the Gencom Subdivision (Walmart) and Pinnacle Prairie Commercial South – Phase IV Subdivision (Greenhill Estates, Inc. & Hobby Lobby); and on the east by the remaining unplatted portion of Tract "E" and Tract "C" owned by Western Home Services, Inc. The east border of the Ninth Addition is known as Prairie Parkway. Prairie View Road runs between Prairie Parkway on the east and Caraway Lane on the west and will serve as the northern border of the Ninth Addition. Caraway Lane will extend from the north to south along

the western border of the Ninth Addition. All streets provide public access to, from and within the Ninth Addition.

COVENANTS AND RESTRICTIONS

The undersigned do also covenant and agree for themselves, and their successors and assigns, that each and all of the lots in the subdivision shall 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 set forth and contained in each deed of conveyance or mortgage that the undersigned or its successors in interest may hereafter make for any of the lots, and that such restrictions shall run with the land and with each individual lot thereof for the length of time and in the particulars hereinafter stated, to-wit:

1. All lots and tracts shall be known as and available for such uses as may be permitted under the zoning regulations of the City of Cedar Falls, in effect at that time, as may be amended from time to time, except as otherwise restricted in this Deed of Dedication.
2. Structures are restricted to those allowed in Mixed Use Residential Zoning Districts and as may be permitted under the applicable zoning regulations of the City of Cedar Falls, as may be amended from time to time, except as otherwise restricted in this Deed of Dedication.
3. Each portion of the property shall be made subject to the covenants, restrictions, easements, obligations, and other provisions of that certain Charter for Pinnacle Prairie Commercial Properties recorded prior to the conveyance of the property (such Charter, as it may be amended from time to time in accordance with its terms, is referred to herein as the "Charter"). The Charter shall be binding upon the owners, lessees, and occupants of each portion of the property made subject to the Charter and any other person or entity holding any interest in such property, as well as their respective guests and invitees. The record owner of each lot or condominium unit within the property subject to the Charter shall, upon acquisition of title to such lot or unit, automatically become a member of a mandatory membership owners association as identified in the Charter (the "Association"), and shall remain a member as long as he/she/it holds title to such property. Membership in the Association shall be appurtenant to and may not be separated from ownership of such lot or condominium unit. The Association shall be organized to perform such obligations and exercise such powers as are assigned and granted to it in the Charter and its articles of incorporation and bylaws, which may include, without limitation, administering and enforcing the Charter, the design guidelines adopted pursuant thereto, and such reasonable rules as the Association may adopt consistent with the Charter, and maintenance of common areas and other property as authorized in the Charter and supplements thereto. Each record owner shall have such voting rights in the Association and such liability for a share of the common expenses of the Association as described in the Charter and the by-laws of the Association. The financial obligations of each record owner to the Association shall be a personal obligation of such owner and shall be secured by a lien in favor of the Association against the owner's property under the Charter.
4. The subdivision is in the Central Service Area of the Charter for Pinnacle Prairie Commercial Properties. Responsibility for maintenance costs within this service area is

detailed on Exhibit “B”, the same previously acknowledged by the City in its approval of the Western Home Communities Seventh Addition. Responsibility for maintaining drainage and detention basins within this service area is detailed on Exhibit “C”, the same previously acknowledged by the City in its approval of the Western Home Communities Seventh Addition.

5. Any and all drainage easements shall be required to follow the "Stormwater Management Plan" on record with the City of Cedar Falls Engineer's Office. No building structures, fence structures, landscaping structures, private gardens or any other possible obstruction shall be built in and over such drainage easements. All lot owners and/or contractors working on such lots will be responsible to maintain such easements and keep the same free and clear of any physical obstruction(s) thus allowing the conveyance of overland storm water runoff as intended per the City’s Stormwater Management Plan.
6. No grading or other construction shall be performed on any lot in the subdivision that blocks the flow of surface drainage water.
7. Any footing drain tiles, roof-leaders, sump pump systems installed in conjunction with the construction of a residence shall be expelled into the front, rear, or side yard or longitudinal sub-drains in the street and shall not be expelled into any sanitary sewer system or directly onto the street.
8. All buildings to be erected on any lot shall be constructed within building lines as indicated on the plat, and within City of Cedar Falls building and zoning ordinances.
9. No trailer, basement, tent, shack, garage, barn or other outbuilding in the tract shall at any time be used as a residence temporarily or permanently nor shall any residence of a temporary character be permitted.
10. The titleholder of each lot and tract, vacant or improved, shall keep the same free of weeds and debris.
11. No obnoxious or offensive trade shall be carried on upon any lot or tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
12. All subsequent owners of lots in the subdivision shall be obligated to meet any requirements imposed by the Commissioners of the Black Hawk County Conservation District or any other governmental agency, by the authority of Chapter 467A, Code of Iowa, as amended by the 73rd General Assembly, pertaining to soil erosion control plans for certain land disturbing activities. This covenant shall be perpetual and shall run with the land.
13. Mailboxes shall be clustered in a common neighborhood monument-type mailboxes arrangement as required by the United States Postal Department.
14. The Developer shall perform the construction duties necessary to establish the common area, green spaces, entrance, retention pond(s) and surrounding access areas. The Developer shall initially maintain the common area, green spaces, entrance retention pond(s) and surrounding access of the development (whether located in such subdivision or serving such subdivision but located outside thereof). Such ownership and maintenance shall include, without limitation, common neighborhood monument-type mailboxes, mowing, watering, including upkeep of any underground sprinkler systems, snow removal

of common areas, maintenance of any retention pond(s) and/or water retention/detention area(s), and comply with all water quality issues set forth by the City of Cedar Falls in the Maintenance and Repair Agreement for the Western Home Communities Ninth Addition.

15. No dwelling or building on any lot in the subdivision shall be occupied until the exterior is completed and finished, the interior is substantially completed and finished, and the City of Cedar Falls, Iowa, issues an occupancy permit. All construction and landscaping shall be completed within 12 months of issuance of building permit by the City of Cedar Falls, Iowa.
16. No old or used buildings shall be moved upon any of the lots in the subdivision for any purpose and all buildings on any lot in the subdivision shall be kept in a reasonable state of repair and upkeep,
17. Inoperable cars, trucks, or other vehicles or equipment shall not be parked or stored on any street or driveway in the subdivision or kept upon any lot unless the same are entirely enclosed in a permanent structure.
18. Commercial and recreational equipment and vehicles of any type, whether camping, boat, utility, trailers of any type, snowmobile, tractors of any type, or otherwise, shall not be parked on driveway in the subdivision or kept upon any residentially zoned lot unless the same be entirely enclosed in a permanent structure, or unless said vehicle as hereinabove described is owned by a guest or invitee of the owner of said lot, in which case, such exception shall not continue for more than thirty (30) days.
19. No bus, semi-tractor, trailer, or truck of any kind, except what is commonly described as a "pickup truck", shall be kept or parked on any residential lot or street in the subdivision, provided, however, that this prohibition shall not apply to such vehicles driven in the subdivision in pursuit of and conducting their usual business.
20. No concrete block, hollow tile construction, modular or pre-built home, earth home, or geodesic dome building is to be erected on any lot in the residentially zoned area.
21. No trees or shrubs shall be planted by any lot owner within the street right-of-way.
22. No radio station or short-wave operators shall construct reception or transmission towers on a lot, nor operate or conduct transmissions from any lot, which shall cause interference to audio or video reception upon any other lot. A satellite dish may be attached to a dwelling on any lot, provided that it shall be attached to the rear of any dwelling and no closer to the side lot lines than such dwelling.
23. No horses, poultry, rabbits or livestock of any variety shall be kept or raised, nor shall any outdoor kennels housing more than two dogs be maintained on any lot in the subdivision.
24. All provisions herein shall be enforceable by appropriate legal proceedings by any present or future owner of the legal or equitable title to any lot in said subdivision. Invalidation of any one or more of the within restrictions by judgment or decree of court shall not be regarded as affecting the validity of any of the other provisions hereof, nor shall any judicial determination with respect to any of the restrictive provisions hereof be regarded as affecting the validity or sufficiency of this instrument as a deed of dedication of said plat.
25. The undersigned and all persons and corporations hereafter acquiring any right, title, or interest in any of the lots in said subdivision shall be taken and held to have agreed and

covenanted with the owners of all other lots in this subdivision and with the respective successors and assigns of all of the rest of such other lots to conform to and observe all of the foregoing covenants, restrictions and stipulations as to the construction of building thereon, for a period of 21 years from the date of filing of said plat, and this Deed of Dedication for record, unless by a vote of a majority of the then owners of the lots, it is agreed to change the said covenants in full or in part. Within the period of 21 years and in accordance with Iowa Code Sections 614.24 and 614.25 or their successor provisions, these covenants, restrictions and stipulations may be extended for an additional 21 years upon compliance with Sections 614.24 and 614.25 of the Code of Iowa. In the event an extension of the covenants, restrictions and stipulations is not filed within the period of 21 years or successive 21-year periods, then the covenants, restrictions and stipulations contained herein shall terminate at the end of the existing period of 21 years.

DEDICATION AND CONSTRUCTION OF STREETS, SEWERS, UTILITIES AND OTHER IMPROVEMENTS

The undersigned agree:

1. That sanitary sewer, together with all necessary manholes and sewer service lines to all lots in the plat will be provided.
2. That utilities, as required by the Subdivision Ordinance of the City of Cedar Falls, Iowa, shall be installed.
3. That City water and municipal fire hydrants will be provided as required by the City of Cedar Falls, Iowa.
4. That the streets described on the attached Plat are hereby dedicated to the City of Cedar Falls, Iowa, and set apart for public use for street purposes.
5. That the recreational trails described on the attached Plat are hereby dedicated to the City of Cedar Falls, Iowa, and set apart for public use for recreational purposes.
6. That permanent easements will be provided for turn-arounds at the end of any streets described on the attached Plat.
7. That off-site easements will be provided for storm sewers and sanitary sewers.
8. That a 4-foot wide portland cement concrete sidewalk, 4 inches thick, and a concrete surface or hard surface entrance and parking area will be installed during or immediately after the construction of a building on any particular lot, and that the sidewalk will be constructed across the full width of the lot and on corner lots; also, across the parking and full length of the lot. The above notwithstanding, sidewalks and recreational trails shall be installed as buildings are constructed on all lots and tracts, or within 5 years from the date of the acceptance of the final plat, whichever comes first.
9. That the work and improvements called for herein shall be in accordance with the construction plans and specifications approved by the City of Cedar Falls, Iowa, and performed under the supervision of the Engineer hired by the owners, with review of such Engineer's certified completion statement by the City Engineer. If the undersigned, its grantees and assigns fail to complete the work and improvements called for herein within one year from the date of the acceptance of said final plat by the City of Cedar Falls, Iowa,

the City may then make the improvements and assess the costs of the same to the respective lots. The owners, for themselves, their successors, grantees and assigns, waive all statutory requirements of notice of time and place of hearing and waive statutory protections and limitations as to cost and assessments and agree that the City may install said improvements and assess the total costs thereof against the lot.

- 10. That the City may perform the 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.

Executed this ____ day of _____ 2019.

WESTERN HOME SERVICES, INC.

By: _____

Name: Kris W. Hansen

Title: Chief Executive Officer

STATE OF IOWA, COUNTY OF BLACK HAWK) ss:

On this ____ day of _____ 2019, before me, a Notary Public in and for the State of Iowa, personally appeared Kris W. Hansen, to me personally known who, being by me duly sworn, did say that she is the Chief Executive Officer of Western Home Services, Inc., the corporation executing the within and foregoing instrument; that no seal has been procured by the corporation; that this instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Kris W. Hansen as Chief Executive Officer acknowledged the execution of this instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.

Notary Public in and for said State

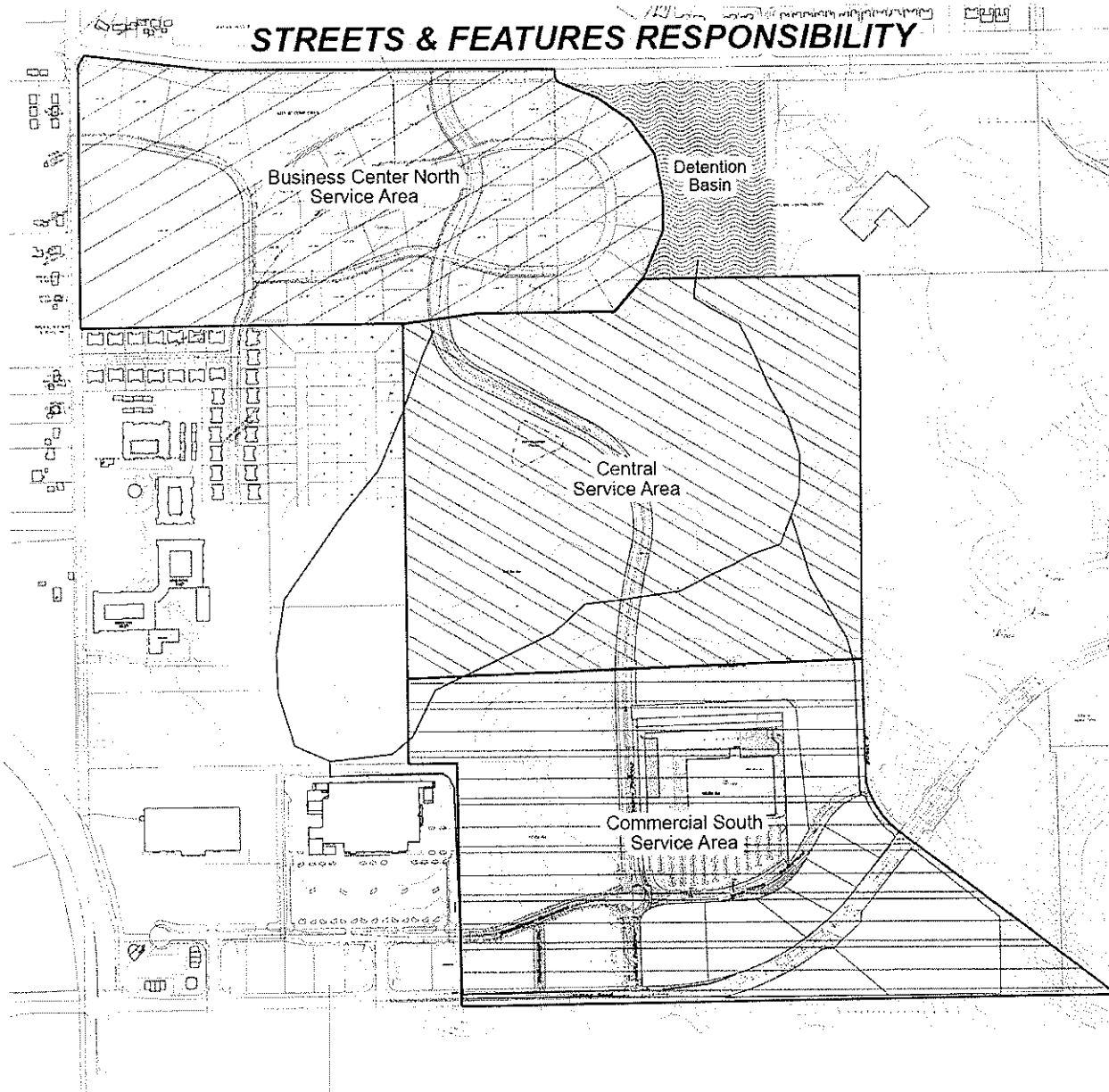
Exhibit "A"

Certificate of Survey – See Attached.

Exhibit “B”

Responsibility for Maintaining the Streets and Features – See Attached.

Exhibit B

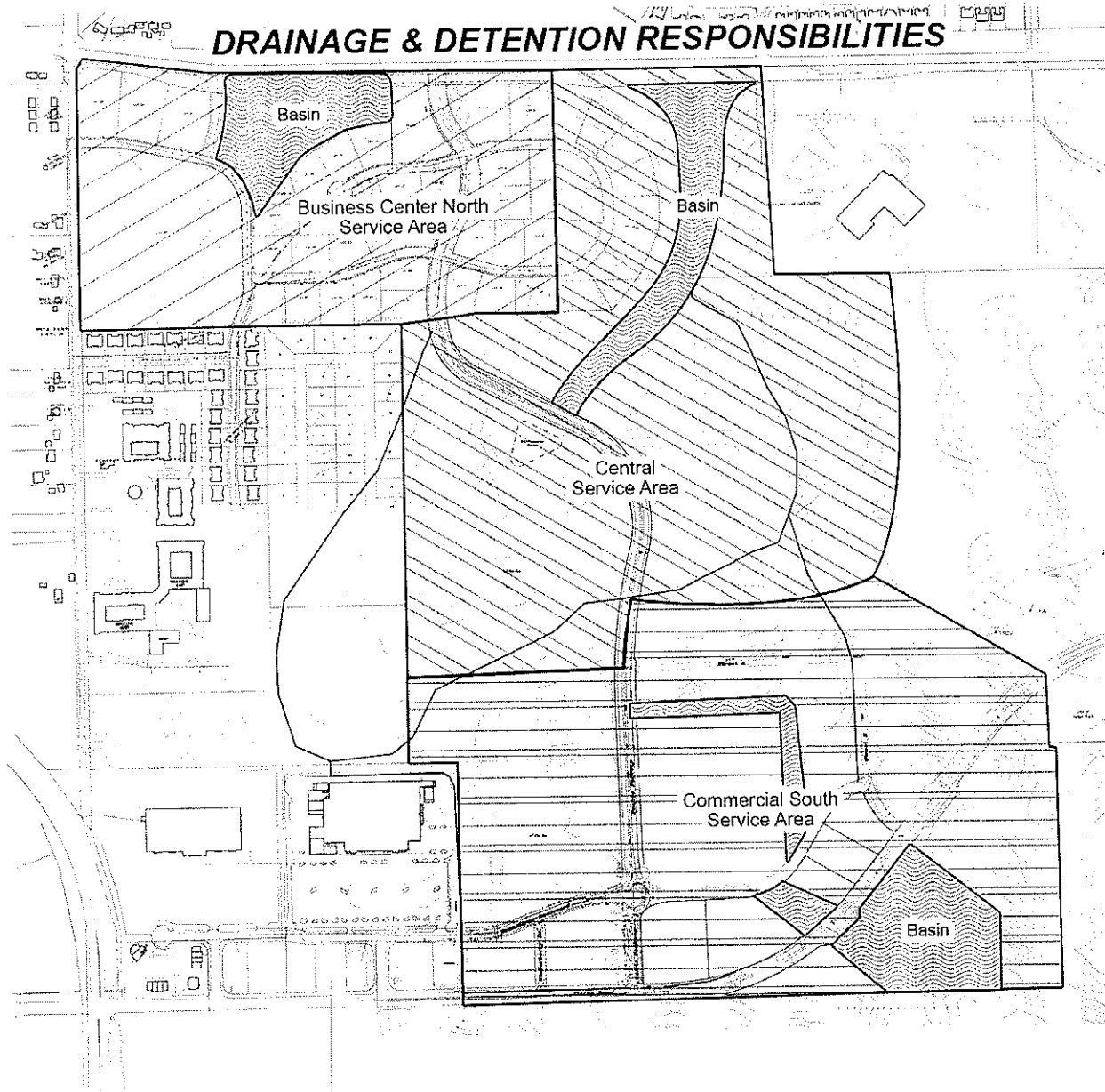


Costs for maintaining boulevard medians, common areas not related to drainage (such as entry features, landscaping, signage), trails, sidewalks, and so on within each service area are allocated to owners within each of the service areas, with one exception: 40% of the cost of maintaining the fountain, entry landscaping and monument sign at Greenhill Road is allocated to the landowners in the Central Service Area with frontage along Prairie Parkway.

Exhibit “C”

Responsibility for Maintaining Drainage and Detention – See Attached.

Exhibit C



Costs for maintaining drainage ways and detention basins within each service area are allocated to owners within those service areas.



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Iris Lehmann, AICP, Planner II
 Matt Tolan, Civil Engineer II
DATE: July 30, 2019
SUBJECT: Greenhill Village Townhomes II, Phase I Final Plat

REQUEST: Request to approve the Greenhill Village Townhomes II Final Plat
PETITIONER: Panther Farms LLC – owner; CGA Engineers – Civil Engineer
LOCATION: 2 acres southeast of the Greenhill Road and Hudson Road intersection

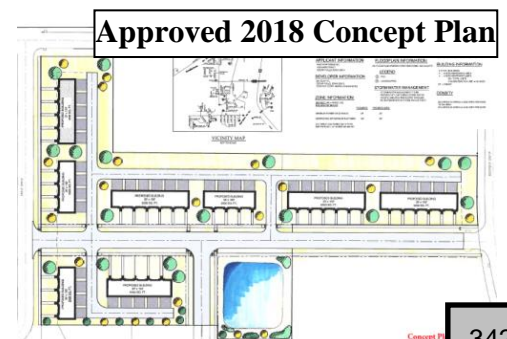
PROPOSAL

The applicant is proposing to final plat a portion of the Greenhill Village Townhomes II development in the MU, Mixed Use Residential, zoning district with the intent to develop townhome buildings. This final plat will create a 1 acre buildable Lot, a 1.5 acre Outlot to function as a drainage swale reserved for future development, and a 0.5 acre Tract for a stormwater detention basin.

BACKGROUND

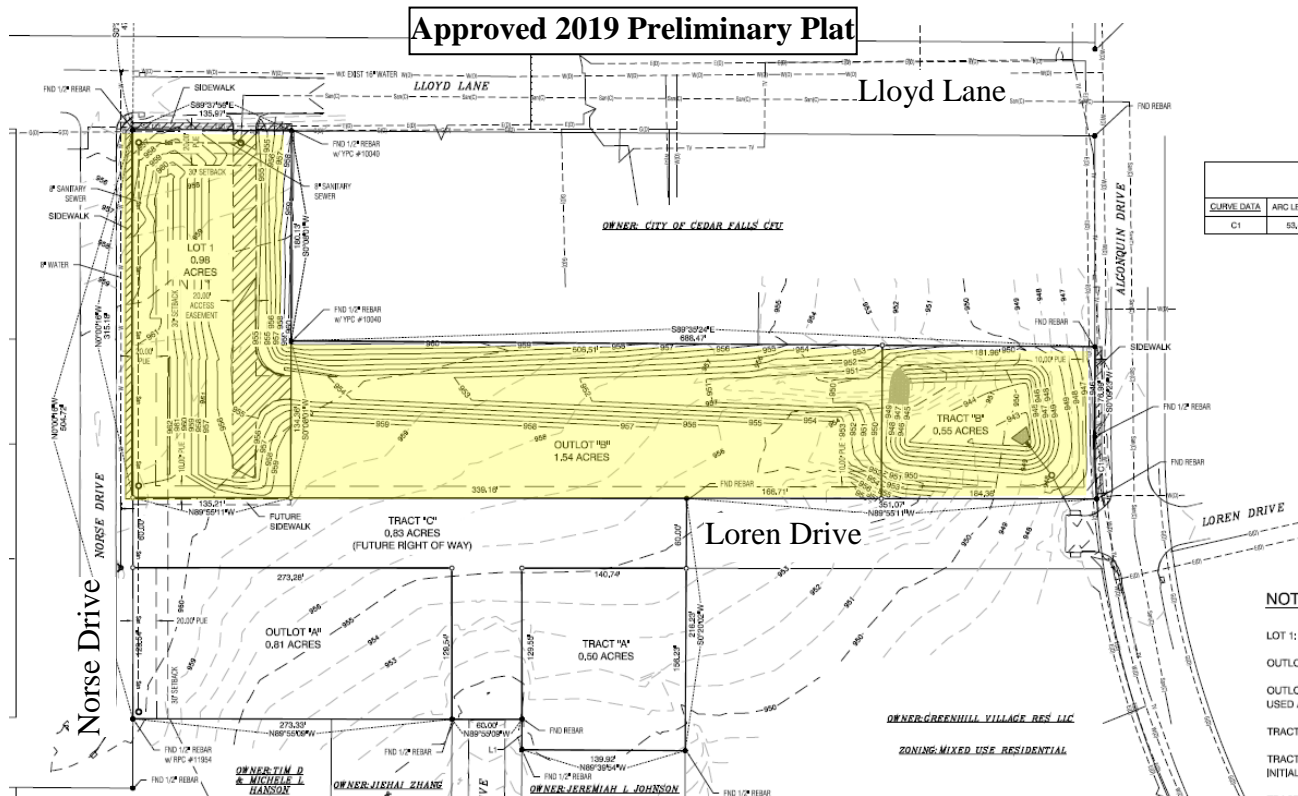
The property in question was rezoned to MU, Mixed Use Residential in 1998 as part of the 130 acre Greenhill Village project. The intent of the MU district is to encourage a variety of housing types and neighborhood commercial land uses for the purpose of creating viable, self-supporting neighborhood districts. Therefore, MU districts permit a variety of uses ranging from neighborhood commercial to office to single-unit homes to condominiums. To provide a guide for the development in this area, the rezoning was accompanied by the creation of a Greenhill Village Master Plan.

Since that time there have been a number of amendments to the Greenhill Village Master Plan. The most recent amendment to the Master Plan was approved in April 2018. This amendment to the Master Plan focused on the 5.3 acres southeast of the Greenhill Road and Hudson Road intersection; the area being considered in this request. The approved amendment to the Master Plan allows for medium



density, multi-unit, residential development at a maximum density of 7.7 units an acre. The concept plan that was approved with this update to the Greenhill Village Master Plan presented a development of townhomes, see image on previous page.

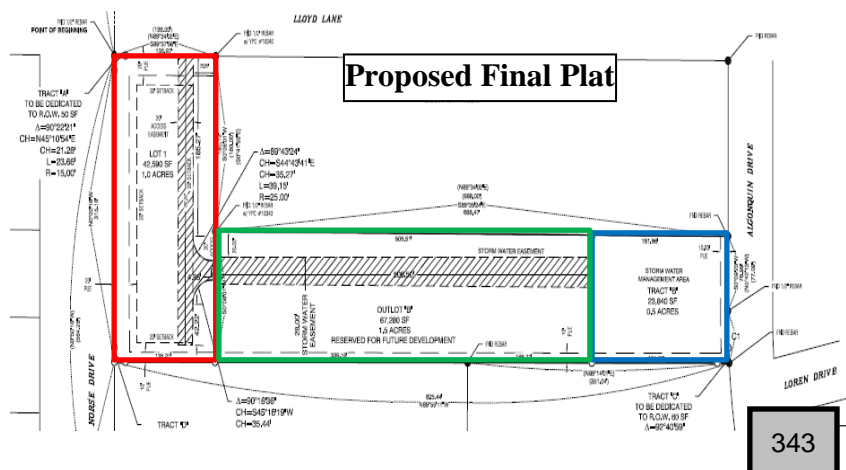
On March 4, 2019 a preliminary plat for this 5.3 acre site was approved by City Council. The approved preliminary plat, see excerpt below, consists of one developable lot, tracts for future streets and stormwater basins, and two outlots as placeholders for future development. The proposed final plat is a portion of that approved Greenhill Village Townhomes II Preliminary Plat, specifically the area highlighted in yellow north of Loren Drive.



Approval of the proposed final plat will allow City Council to approve the 4-unit townhome building and 5-unit townhome building shown on the attached site plan approved by the Planning and Zoning Commission at their February 27, 2019 regular meeting.

ANALYSIS

The proposed final plat is consistent with the approved preliminary plat. The final plat will create one buildable lot, Lot 1, outlined in red in the excerpt to the right. This lot will be 1 acre in size, is consistent with the buildable lot shown in the preliminary plat, and will hold the 4-unit townhome building and 5-unit townhome building previously approved by the Planning and Zoning Commission. As designed with the preliminary plat a 0.5 acre detention



basin, Tract B, outlined in blue in the image on the previous page, will be installed with the creation of Lot 1. Following the grading plan for the preliminary plat, the land in Outlot B, outlined in green, will be used as an overland flow route that will capture stormwater run-off from Lot 1 and direct it to the detention basin in Tract B. Accordingly, a 28-foot wide stormwater easement is established on the final plat in this location. This improvement ensures that the water runoff from the new development that will occur on Lot 1 will be properly managed. The detention basin located in Tract B will be oversized to also serve future development anticipated in Outlot B.

The approved preliminary plat includes an extension of Loren Drive, which will create an east-west connection to Norse Drive. The preliminary plat also shows Addison Drive extending north to connect to the extension of Loren Drive. These connections will create additional points of egress and ingress for the residential properties to the south. Additional street connections in this area will help to distribute traffic by providing multiple travel routes through the neighborhood. However, these road extensions are not part of the final plat currently proposed and will follow in a future phase.

Following the design of the preliminary plat, the final plat provides a private alley extending south from Lloyd Lane to provide access to Lot 1. This private alley connection meets City standards and allows more flexibility with the grading of the site as opposed to a connection coming from the south. Public sidewalks will be installed on the west and north sides of Lot 1 as well as the east side of Tract B. The sidewalk connection along the south side of Lot 1 will be installed when the Loren Drive connection is constructed in a future phase.

Utilities are readily available to this site. The developer will coordinate with CFU for extending the utility services to the proposed development.

Note that Outlot B may not be developed until a separate preliminary and final plat are reviewed and approved by the Planning and Zoning Commission and the City Council. Similarly, the remainder of the preliminary plat not included in this final plat cannot be developed until reviewed and approved by the Commission and the City Council.

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. A courtesy mailing was sent to surrounding property owners on Tuesday, July 2, 2019.

STAFF RECOMMENDATION

The proposed Final Plat of Greenhill Village Townhomes II, Phase I, is consistent with MU zoning, the adopted Master Plan for this area, meets the standards of the City's subdivision code, and is consistent with its corresponding and approved Preliminary Plat. Therefore, the Planning and Zoning Commission and City Staff recommend approval.

PLANNING & ZONING COMMISSION

Discussion/Vote 7/10/2019 Chair Holst introduced the item and Mr. Wingert recused himself from this item due to a conflict of interest. Ms. Howard presented the proposed final plat and provided background information. She noted that this is the first

phase of the subdivision and includes one buildable lot that will allow construction of two buildings; one with five townhomes and one with four townhomes.

Chris Noland, 1510 Athens Court, asked that the project not be approved until the total plat is submitted. He doesn't believe the townhomes blend into the character of the neighborhood.

Tim Tjarks, 1521 Athens Court, stated that he would also like to see a final plat of the entire development. He feels that single-family dwellings would be most appropriate in this area.

Steve Troskey, CGA Engineers, stated that the development group would be happy to present and approve all the buildings at one time, however this is a significant cost to installing the infrastructure, so that is why final plats many times are completed in phases.

Mary Ann Noland, 1510 Athens Court, stated that she doesn't feel the buildings fit the character of the neighborhood and feels that the developer hasn't communicated in a positive way with them.

Mr. Hartley asked for an explanation of how developments like this proceed. Ms. Howard described the approval process. In summary, she stated that the City requires the owner to submit a preliminary plat of the entire holdings of the property owner for approval. All infrastructure must be completed or the property owner must submit a bond covering the cost of installation of the infrastructure prior to approval of a final plat, so it is typical for developers to submit a final plat in phases as it is often cost prohibitive to construct the entire platted area and all the infrastructure at one time.

Ms. Prideaux asked if the MU District encourages different types of housing. Ms. Howard clarified that it does and that there are other housing types throughout the neighborhood.

Chair Holst asked what was sent out to the neighborhood in the most recent mailing. Ms. Howard stated that the mailing was sent to a wider area than required, and explained that a cover letter and plat maps were sent out in the mailing.

Ms. Prideaux made a motion to approve the plat. Mr. Hartley seconded the motion. The motion was approved with 6 ayes (Adkins, Giarusso, Hartley, Holst, Larson, Prideaux), 0 nays and 1 abstention (Wingert).

Attachments:

- Proposed Final Plat
- Proposed Deed of Dedication
- Approved Preliminary Plat
- Proposed site plan and building elevations

FINAL PLAT

GREENHILL VILLAGE TOWNHOMES II, PHASE 1

CEDAR FALLS, IOWA

SURVEYOR AND ENGINEER

JEREMY A. HARRIS, P.L.S.
 CLAPSADDLE-GARBER
 ASSOCIATES
 P.O. BOX 754 - 16 E. MAIN
 STREET
 MARSHALLTOWN, IOWA 50158
 (641)752-6701

ZONING INFORMATION:

CURRENT: MU - MIXED USE

SURVEY REQUESTED BY:

PANTHER FARMS, L.L.C.
 BRIAN WINGERT
 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

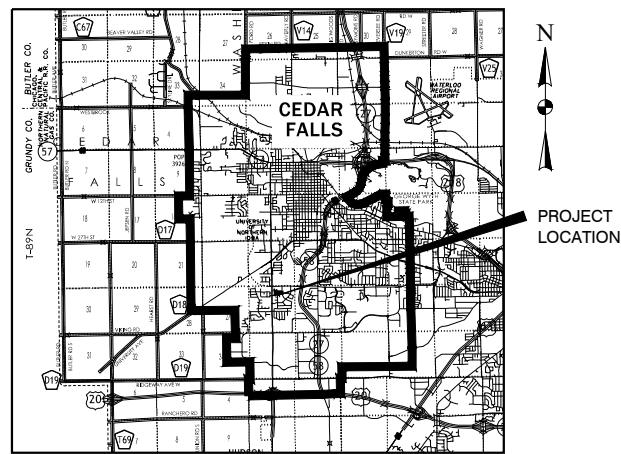
PANTHER FARMS LLC
 604 CLAY ST.
 CEDAR FALLS, IOWA 50613

FLOOD ZONE:

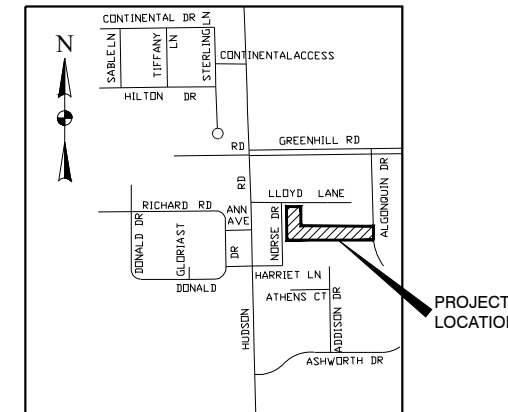
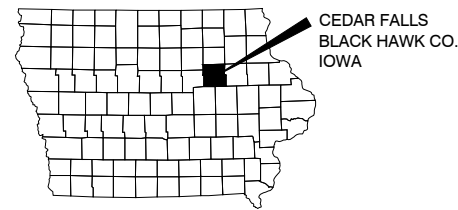
FEMA FIRM MAP NUMBER 19013C0277F
 ZONE X (UNSHADED)
 EFFECTIVE JULY 18, 2011.

SITE DATA:

SETBACK=30' (CODE ALLOWS FOR 20' w/ APPROVAL)



LOCATION MAP
 NOT TO SCALE



VICINITY MAP
 NOT TO SCALE

LEGAL DESCRIPTION

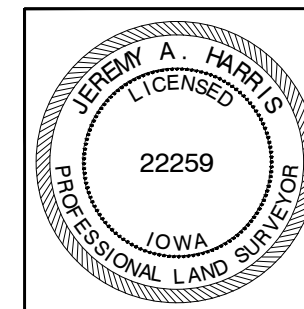
SAID PROPERTY IS LEGALLY DESCRIBED AS:

GREENHILL VILLAGE TOWNHOMES II, PHASE 1 LOCATED IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 26, TOWNSHIP 89 NORTH, RANGE 14 WEST, BLACK HAWK COUNTY, IOWA; THENCE, S89°35'24"E 328.52' TO A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 26; THENCE S0°24'36"W 479.96' TO A POINT ON THE EAST RIGHT OF WAY LINE OF NORSE DRIVE AND THE SOUTH RIGHT OF WAY LINE OF LLOYD LANE SAID POINT BEING THE POINT OF BEGINNING; THENCE S89°37'56"E 135.97' ALONG SAID SOUTH RIGHT OF WAY LINE; THENCE, S0°08'01"W 180.13'; THENCE, S89°35'24"E 688.47' TO A POINT ON THE WEST RIGHT OF WAY LINE OF ALGONQUIN DRIVE; THENCE, S0°09'23"W 76.99' ALONG SAID WEST RIGHT OF WAY LINE; THENCE, SOUTHERLY 53.45' ALONG THE ARC OF A 780.00' RADIUS CURVE, CONCAVE EASTERLY, HAVING A CHORD BEARING OF S1°47'42"E AND A CHORD DISTANCE OF 53.44' ALONG SAID WEST RIGHT OF WAY LINE; THENCE, N89°55'11"W 825.44' TO A POINT ON THE EAST RIGHT OF WAY LINE OF NORSE DRIVE; THENCE N0°00'16"W 315.18' ALONG SAID EAST RIGHT OF WAY LINE TO THE POINT OF BEGINNING, CONTAINING 3.07 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

I FURTHER CERTIFY THAT THE ACCOMPANYING PLAT IS A TRUE REPRESENTATION OF SAID PROPERTY IN ACCORDANCE WITH MY FIELD NOTES; THAT THE DIMENSIONS OF THE STREETS, LOTS, AND EASEMENTS DEPICTED ON SAID PLAT ARE IN FEET AND DECIMALS THEREOF; AND 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.

SURVEY LEGEND

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET 1/2" x 30" REBAR w/BLEUE PLASTIC ID CAP #22259
- PARCEL OR LOT CORNER MONUMENT FOUND
- SET 1/2" x 30" REBAR w/BLEUE PLASTIC ID CAP #22259
- () RECORDED AS PUE PUBLIC UTILITY EASEMENT



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

JEREMY A. HARRIS, PLS _____ date
 Iowa License Number 22259
 My License Renewal Date is December 31, 2019
 Pages or sheets covered by this seal: _____
 SHEETS 1 OF 2 AND 2 OF 2

DATE PREPARED: 7/8/2019

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE
7	CITY COMMENTS	BMC	5-13-2019				

CGA Clapsaddle-Garber Associates, Inc.
 16 East Main Street
 Marshalltown, Iowa 50158
 Ph 641-752-6701
 www.cgaconsultants.com

DESIGNED: _____ DATE: _____
 DRAWN: BMC DATE: 5-13-19
 CHECKED: _____ DATE: _____
 APPROVED: _____ DATE: _____

GREENHILL VILLAGE TOWNHOMES II, PHASE 1
CEDAR FALLS, IOWA

FINAL PLAT

PROJECT NO. 5638.05
 SHEET NO. 1 OF 2

J:\6638\dwg\Survey\Revised Final Plat 11-29-2018\6638 Final Plat Sheet 1 - 5-13-19.dwg - CGA Plan - 07-30-19 - 3:06pm - ncb313

DEED OF DEDICATION
OF
GREENHILL VILLAGE TOWNHOMES II, PHASE 1
CEDAR FALLS, IOWA

KNOW ALL MEN BY THESE PRESENTS:

That Panther Builders, LLC, an Iowa limited liability company, with its principal office in Cedar Falls, Iowa; being desirous of setting out and platting into a lot, outlot, and tracts the land described in the attached Certificate of Survey by Jeremy A. Harris, a Professional Engineer and Licensed Land Surveyor, dated 26 day of JULY, 2019, 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:

GREENHILL VILLAGE TOWNHOMES II, PHASE 1
CEDAR FALLS, IOWA

("Development") 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 shall be built or placed on the easements.

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 Development 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 building that shall be erected shall have a minimum setback from the front, side, and rear of the lot lines as indicated on attached Final Plat. All minimum setbacks will be required to meet or exceed M-U Mixed Use Zoning.
2. Only buildings containing townhomes shall be constructed on Lot 1.

3. The sidewalk along the south side of Lot 1 will be constructed when the extension of Loren Drive is installed. If the owner of Lot 1 does not construct said sidewalk within five years after the extension of Loren Drive, the City may construct the sidewalk and impose a lien against the lot.

4. Tract B shall be used for water retention and shall be maintained by the Greenhill Village Townhomes II Phase 1 of Cedar Falls Owners Association. The City of Cedar Falls and the Greenhill Village Townhomes II Phase 1 of Cedar Falls Owners Association shall have access to said detention ponds for maintenance pursuant to the Maintenance and Repair Agreement and Permanent Easement between Developer and the City of Cedar Falls.

5. Outlot B shall be used for future development and drainage to the water retention area located on Tract B.

6. All private streets in Development shall be maintained by the Greenhill Village Townhomes II of Cedar Falls Owners Association.

7. 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.

8. The Owners and/or occupants of the townhomes on Lot 1 shall jointly and severally be responsible to keep in good order or to maintain the area between the curblin and the property line abutting their property including keeping said area free of holes, pitfalls, stumps of trees, fences, brick, stone, cement, 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 materials, or any other simulator obstruction. All mailboxes shall be clustered or grouped for the units, and shall not be placed between the curb line and the property line abutting the Lot.

9. All townhomes shall be subject to the Declaration of Submission of Property to Horizontal Property Regime for Greenhill Village Townhomes II, Phase 1 Cedar Falls, Black Hawk County, Iowa to be filed within one (1) week of the filing of the Final Plat.

10. Lot 1 and the owner(s) of any part thereof shall be subject to all of the provisions of the Greenhill Village Master Plan currently on file with the City of Cedar Falls, Iowa, at the time of construction and the lot, and all amendments thereto, including but not limited to the design guidelines contained therein.

11. The undersigned and all persons and entities hereafter acquiring any right, title, or interest in any portion of Lot 1 shall be taken and held to have agreed and covenanted with the

owners of all other portions of Lot 1 and all Tracts and Outlot in this Development and with the respective successors and assigns of all of the rest of such other portions of Lot 1 and all Tracts and Outlot to conform to and observe all of the foregoing covenants, restrictions, and stipulations as to the construction of building thereon, for a period of 21 years from the date of filing of said plat, and this deed of dedication for record. Within the period of 21 years and in accordance with Iowa Code § 614.24 and § 614.25 or their successor provisions, these covenants, restrictions, and stipulations may be extended for an additional period of 21 years upon compliance with § 614.24 and § 614.25 of the Code of Iowa. In the event an extension of the covenants, restrictions, and stipulations is not filed within the period of 21 years or successive 21-year periods, then the covenants, restrictions, and stipulations contained herein shall terminate at the end of the existing period of 21 years.

12. Invalidation of any of these covenants by judgment, decree, or court order, shall in no way affect any of the other provisions of this dedication and such other provisions shall remain in full force and effect.

13. If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions here, it shall be lawful for any other person owning property in said addition to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and for the purpose of preventing such acts or recovering damages for such violations or both, and for costs and reasonable attorney fees as determined by the court.

PUBLIC IMPROVEMENTS REQUIRED IN PLAT

1. Any public 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 buildings 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 buildings 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 this Development shall be constructed in accordance with the building, plumbing and electrical codes of the City of Cedar Falls.

9. The Developer or its successors will install a 4-foot wide concrete sidewalk four inches thick across the entire street frontage of every Lot, at the time of construction of said Lot. This shall include handicap ramps as provided by state law. Any Lots remaining vacant for five (5) years after the date of final approval of the plat, shall be improved with sidewalks as soon as the construction season permits.

10. 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 Builders, LLC, its 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 parcel. 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 parcel.

11. 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 parcel 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.

12. 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.

13. The Developer's construction plans are now on file in the Office of the City Engineer.

SIGNED and DATED this 26 day of July, 2019


Panther Builders, LLC

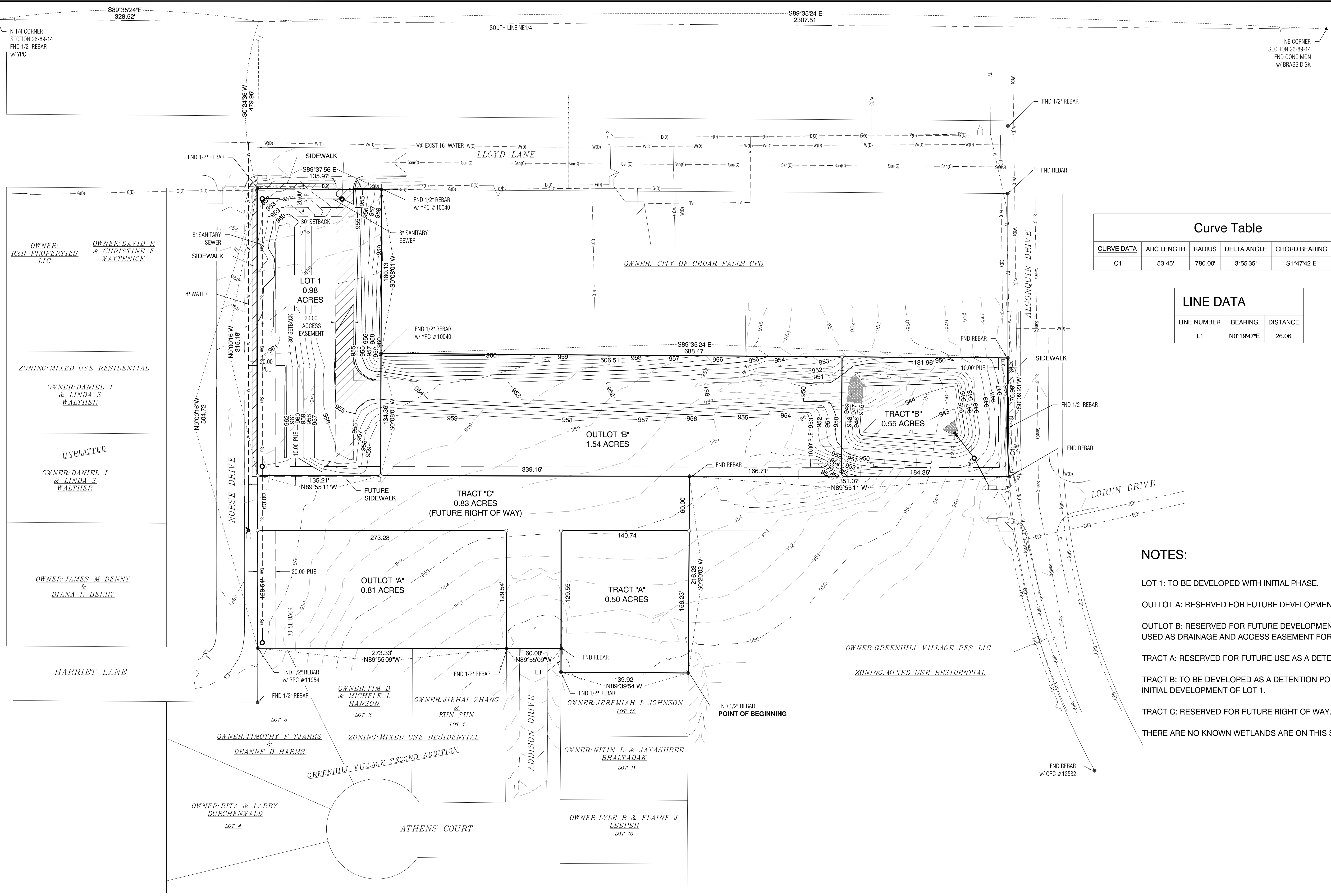
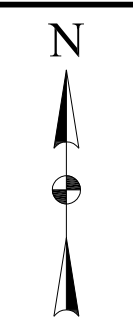

Brent Dahlstrom, Manager

STATE OF IOWA, BLACK HAWK COUNTY: ss

On this 26 day of July, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Brent Dahlstrom, Manager of Panther Builders, 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 Builders, LLC.




Notary Public in and for the State of Iowa

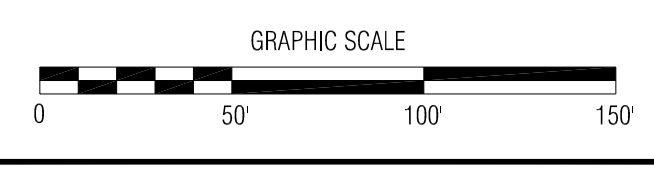


Curve Table					
CURVE DATA	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD
C1	53.45'	780.00'	3°55'35"	S1°47'42"E	53.44'

LINE DATA		
LINE NUMBER	BEARING	DISTANCE
L1	N0°19'47"E	26.06'

- NOTES:**
- LOT 1: TO BE DEVELOPED WITH INITIAL PHASE.
 - OUTLOT A: RESERVED FOR FUTURE DEVELOPMENT.
 - OUTLOT B: RESERVED FOR FUTURE DEVELOPMENT AND TO BE USED AS DRAINAGE AND ACCESS EASEMENT FOR TRACT B.
 - TRACT A: RESERVED FOR FUTURE USE AS A DETENTION POND.
 - TRACT B: TO BE DEVELOPED AS A DETENTION POND WITH INITIAL DEVELOPMENT OF LOT 1.
 - TRACT C: RESERVED FOR FUTURE RIGHT OF WAY.
 - THERE ARE NO KNOWN WETLANDS ARE ON THIS SITE.

J:\6538\Wing\Survey\Revised Prel Plat 2-26-2019\6538-Prel Plat Sheet 2-REVISED 2-26-2019.dwg - CGA Plan - 02-26-19 - 1:07pm - cad288



7 CITY COMMENTS CAQ 2-26-2019							
NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE
1	CITY COMMENTS	CAQ	6-11-2018	4	GRADING/UTILITY CHANGES	LAW	9-24-2018
2	CITY COMMENTS	CAQ	7-23-2018	5	CITY COMMENTS	CAQ	10-22-2018
3	CITY COMMENTS	CAQ	9-8-2018	6	CITY COMMENTS	BMC	11-21-2018

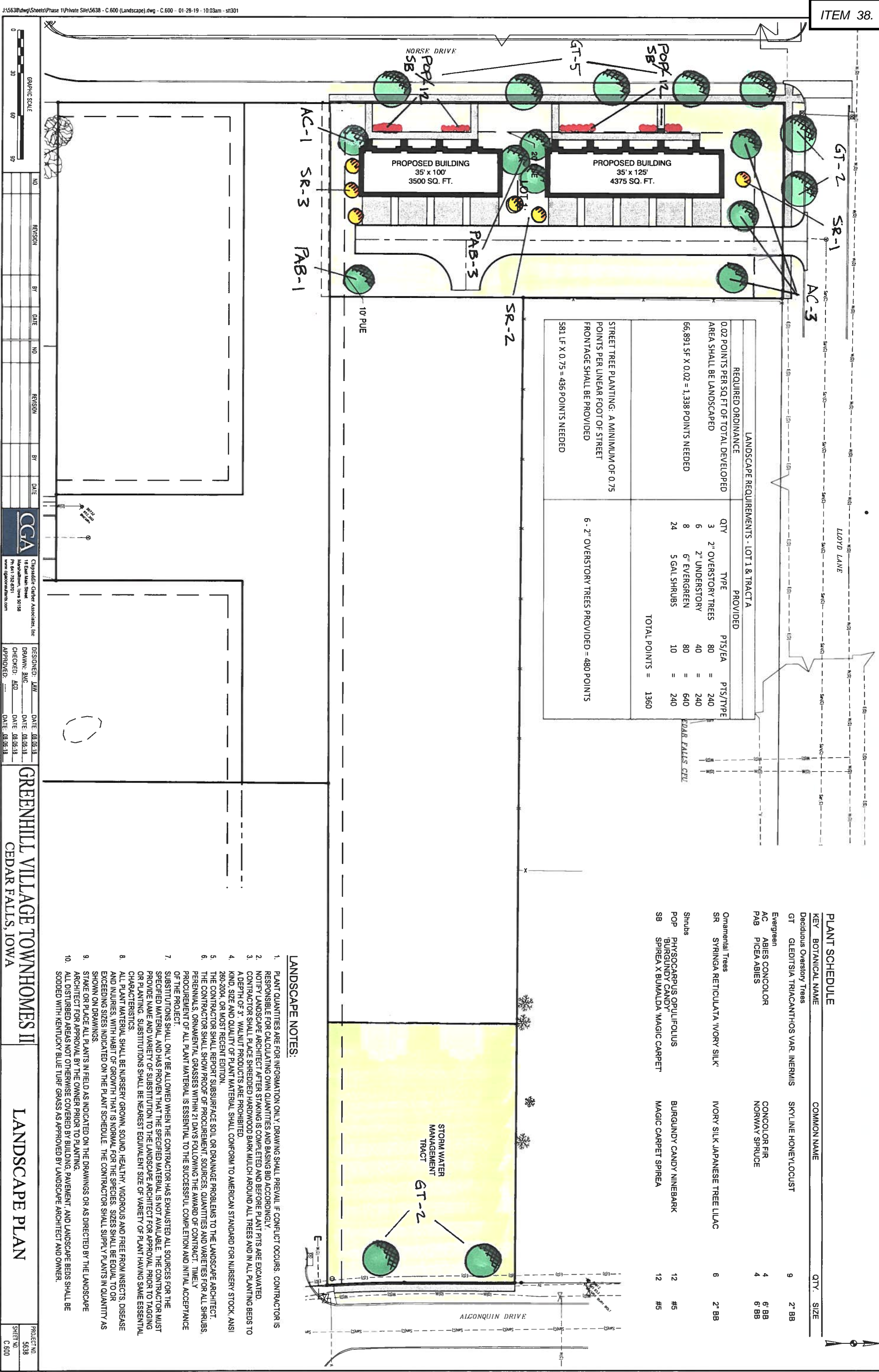
CGA Clapsaddle-Garber Associates, Inc.
 16 East Main Street
 Marshalltown, Iowa 50158
 Ph 641-752-4701
 www.cgaconsultants.com

DESIGNED: - DATE: -
 DRAWN: BMC DATE: 11-21-2018
 CHECKED: ACD DATE: -
 APPROVED: ACD DATE: -

GREENHILL VILLAGE TOWNHOMES II
 CEDAR FALLS, IOWA

PRELIMINARY PLAT

PROJECT NO. 5638.05
 SHEET NO. 2 of 2



LANDSCAPE REQUIREMENTS - LOT 1 & TRACT A

REQUIRED ORDINANCE	PROVIDED	PTS/EA	PTS/TYPE
0.02 POINTS PER SQ. FT. OF TOTAL DEVELOPED AREA SHALL BE LANDSCAPED	3 2" OVERSTORY TREES	80	= 240
	6 2" UNDERSTORY	40	= 240
66,891 SF X 0.02 = 1,338 POINTS NEEDED	8 6" EVERGREEN	80	= 640
	24 5 GAL SHRUBS	10	= 240
			TOTAL POINTS = 1360

STREET TREE PLANTING: A MINIMUM OF 0.75 POINTS PER LINEAR FOOT OF STREET FRONTAGE SHALL BE PROVIDED

581 LF X 0.75 = 436 POINTS NEEDED

6 - 2" OVERSTORY TREES PROVIDED = 480 POINTS

PLANT SCHEDULE

KEY	BOTANICAL NAME	COMMON NAME	QTY.	SIZE
GT	Deciduous Overstory Trees	SKYLINE HONEYLOCUST	9	2" BB
GT	GLEDITSIA TRIACANTHOS VAR. INERMIS			
Evergreen	ABIES CONCOLOR	CONCOLOR FIR	4	6" BB
AC	PICEA ABIES	NORWAY SPRUCE	4	6" BB
Ornamental Trees	SYRINGA RETICULATA 'IVORY SILK'	IVORY SILK JAPANESE TREE LILAC	6	2" BB
SR				
Shrubs	PHYSOCARPUS OPULIFOLIUS	BURGUNDY CANDY NINEBARK	12	#5
POP	'BURGUNDY CANDY'			
SB	SPIREA X BUWALDA 'MAGIC CARPET'	MAGIC CARPET SPIREA	12	#5

LANDSCAPE NOTES:

1. PLANT QUANTITIES ARE FOR INFORMATION ONLY. DRAWINGS SHALL PREVAIL IF CONFLICT OCCURS. CONTRACTOR IS RESPONSIBLE FOR CALCULATING OWN QUANTITIES AND BIDDING BID ACCORDINGLY.
2. NOTIFY LANDSCAPE ARCHITECT AFTER STAKING IS COMPLETED AND BEFORE PLANT PITS ARE EXCAVATED.
3. CONTRACTOR SHALL PLACE SHREDED HARDWOOD BARK MULCH AROUND ALL TREES AND IN ALL PLANTING BEDS TO A DEPTH OF 3" WALNUT PRODUCTS ARE PROHIBITED.
4. KIND, SIZE AND QUALITY OF PLANT MATERIAL SHALL CONFORM TO AMERICAN STANDARD FOR NURSERY STOCK, ANSI 288-2004, OR MOST RECENT EDITION.
5. THE CONTRACTOR SHALL REPORT SUBSURFACE SOIL OR DRAINAGE PROBLEMS TO THE LANDSCAPE ARCHITECT.
6. THE CONTRACTOR SHALL SHOW PROOF OF PROCUREMENT, SOURCES, QUANTITIES AND VARIETIES FOR ALL SHRUBS, PERENNIALS, ORNAMENTAL GRASSES WITHIN 21 DAYS FOLLOWING THE AWARD OF CONTRACT. TIMELY PROCUREMENT OF ALL PLANT MATERIAL IS ESSENTIAL TO THE SUCCESSFUL COMPLETION AND INITIAL ACCEPTANCE OF THE PROJECT.
7. SUBSTITUTIONS SHALL ONLY BE ALLOWED WHEN THE CONTRACTOR HAS EXHAUSTED ALL SOURCES FOR THE SPECIFIED MATERIAL, AND HAS PROVEN THAT THE SPECIFIED MATERIAL IS NOT AVAILABLE. THE CONTRACTOR MUST PROVIDE NAME AND VARIETY OF SUBSTITUTION TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO TAGGING OR PLANTING. SUBSTITUTIONS SHALL BE NEAREST EQUIVALENT SIZE OF VARIETY OF PLANT HAVING SAME ESSENTIAL CHARACTERISTICS.
8. ALL PLANT MATERIAL SHALL BE NURSERY GROWN, SOUND, HEALTHY, VIGOROUS AND FREE FROM INSECTS, DISEASE AND INJURIES, WITH HABIT OF GROWTH THAT IS NORMAL FOR THE SPECIES. SIZES SHALL BE EQUAL TO OR EXCEEDING SIZES INDICATED ON THE PLANT SCHEDULE. THE CONTRACTOR SHALL SUPPLY PLANTS IN QUANTITY AS SHOWN ON DRAWINGS.
9. STAKE OR PLACE ALL PLANTS IN FIELD AS INDICATED ON THE DRAWINGS OR AS DIRECTED BY THE LANDSCAPE ARCHITECT FOR APPROVAL BY THE OWNER PRIOR TO PLANTING.
10. ALL DISTURBED AREAS NOT OTHERWISE COVERED BY BUILDING, PAVEMENT, AND LANDSCAPE BEDS SHALL BE SODDED WITH KENTUCKY BLUE TURF GRASS AS APPROVED BY LANDSCAPE ARCHITECT AND OWNER.

J:\5638\dwg\Sheets\Phase 1\Private Site\5638 - C.600 (Landscape).dwg - C.600 - 01-28-19 - 10:03am - stt301

GRAPHIC SCALE: 0 30 60 90

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

CGA
 Cityplanner/Gardner Associates, Inc.
 14 East Main Street
 Mapleton, Iowa 50158
 P: 563-782-2700
 F: 563-782-2701
 www.cityplanner.com

DESIGNED: LAW DATE: 08.06.18
 DRAWN: BMC DATE: 08.06.18
 CHECKED: ADD DATE: 08.06.18
 APPROVED: DATE: 08.06.18

GREENHILL VILLAGE TOWNHOMES II
 CEDAR FALLS, IOWA

LANDSCAPE PLAN

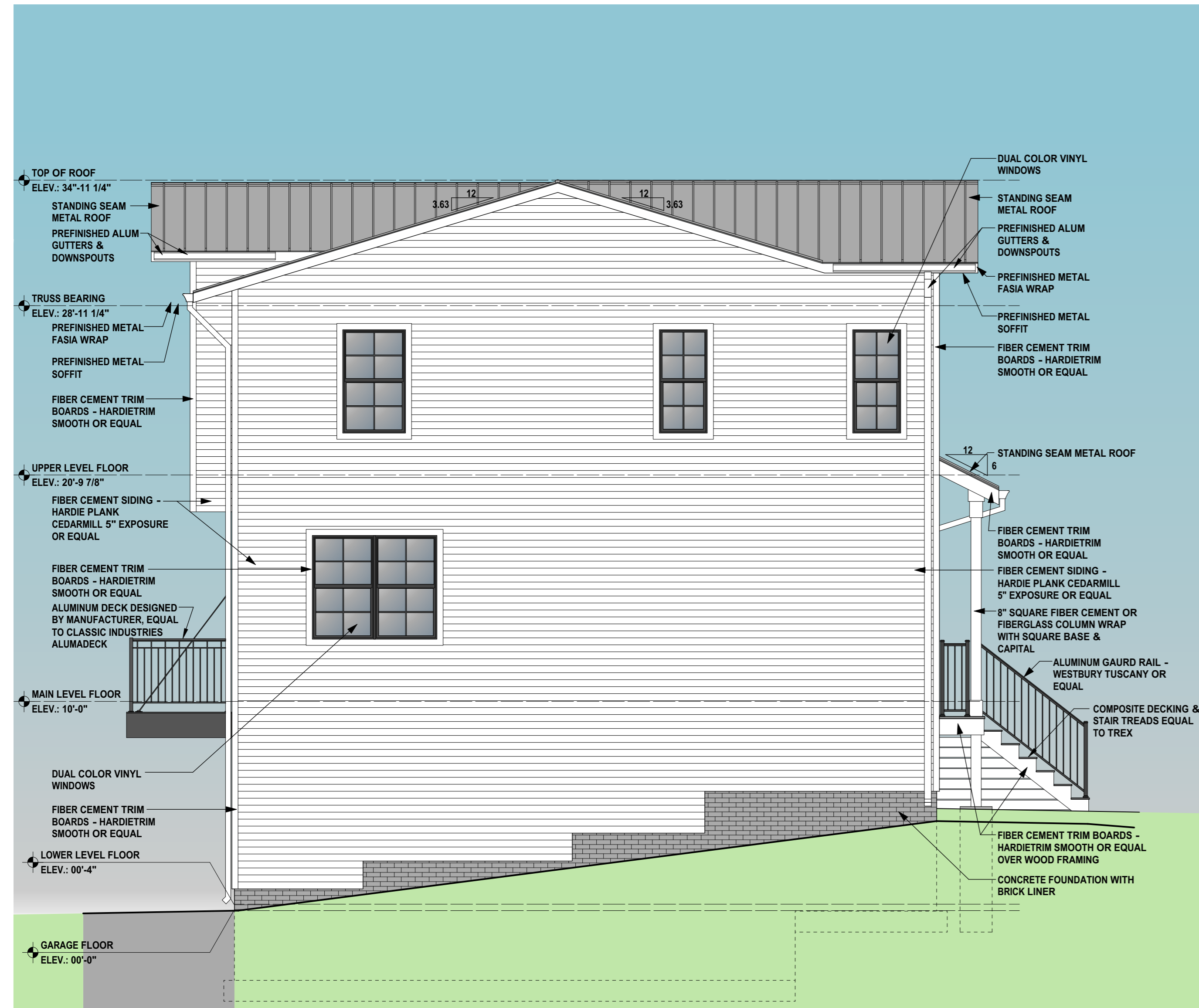
PROJECT NO. 5638
 SHEET NO. C.600



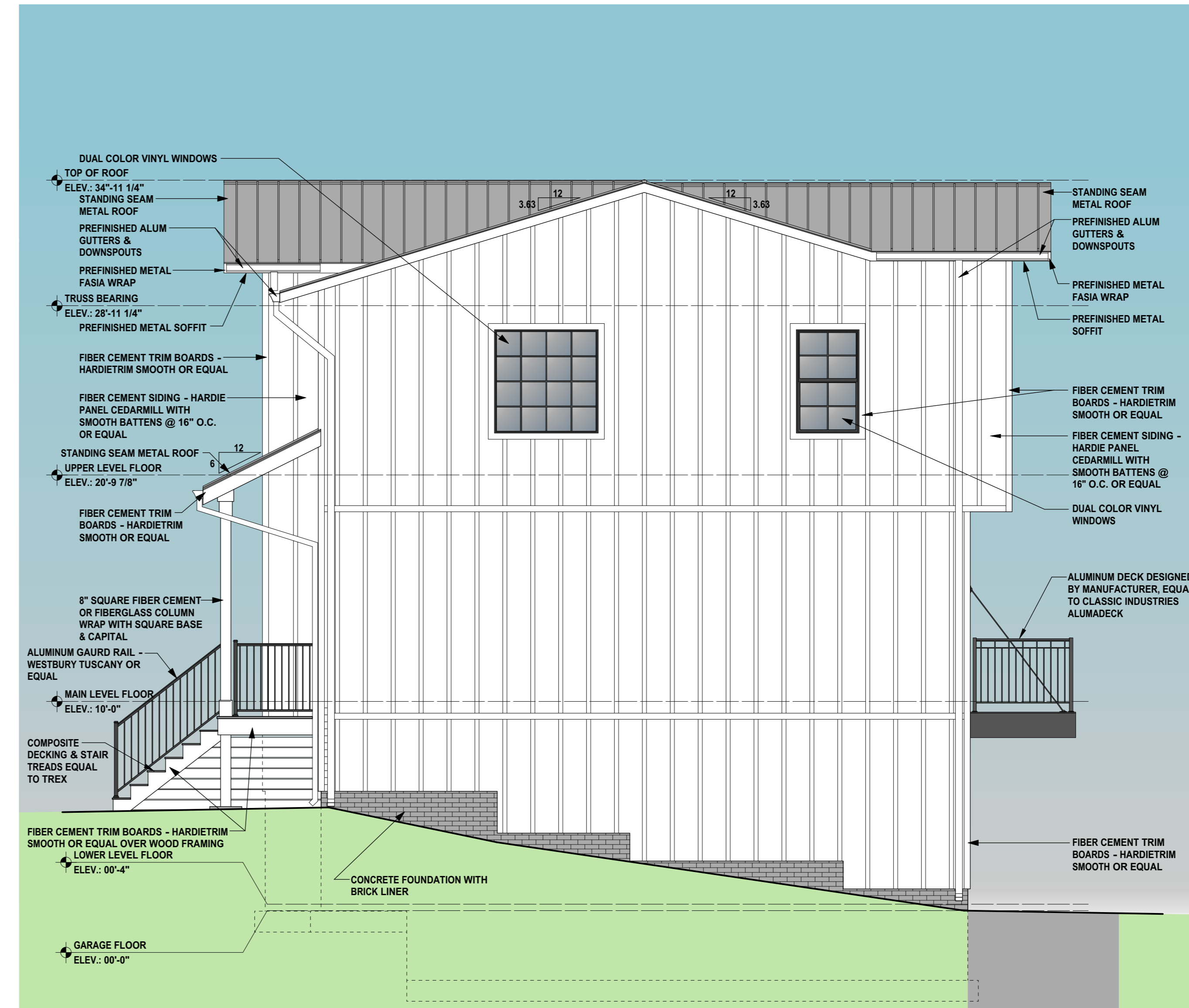
5 Unit Front Elevation
 Scale: 1/4" = 1'-0"



5 Unit Rear Elevation
 Scale: 1/4" = 1'-0"

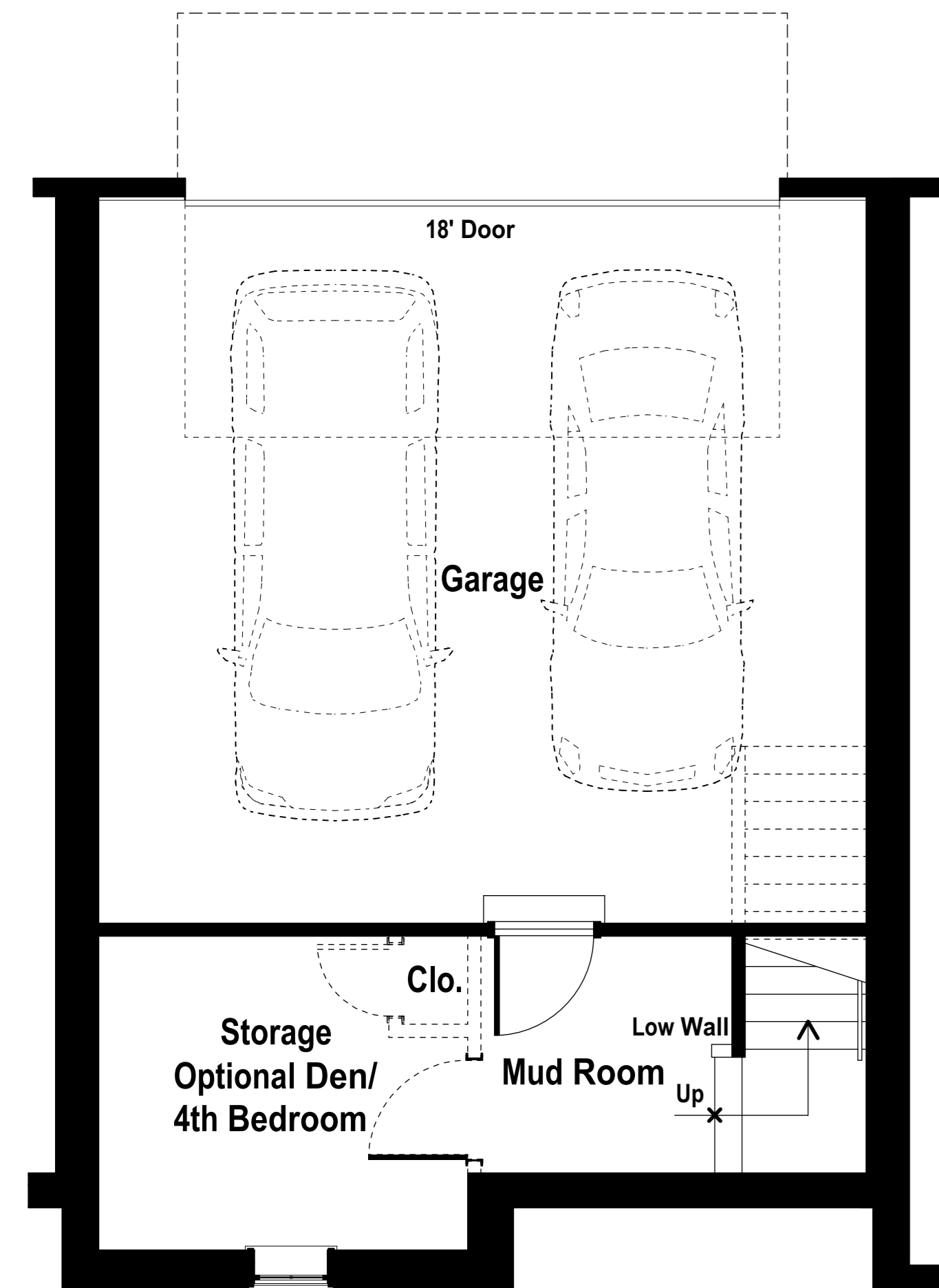
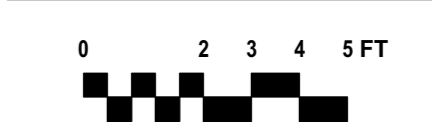


Side Elevation
Scale: 1/4" = 1'-0"

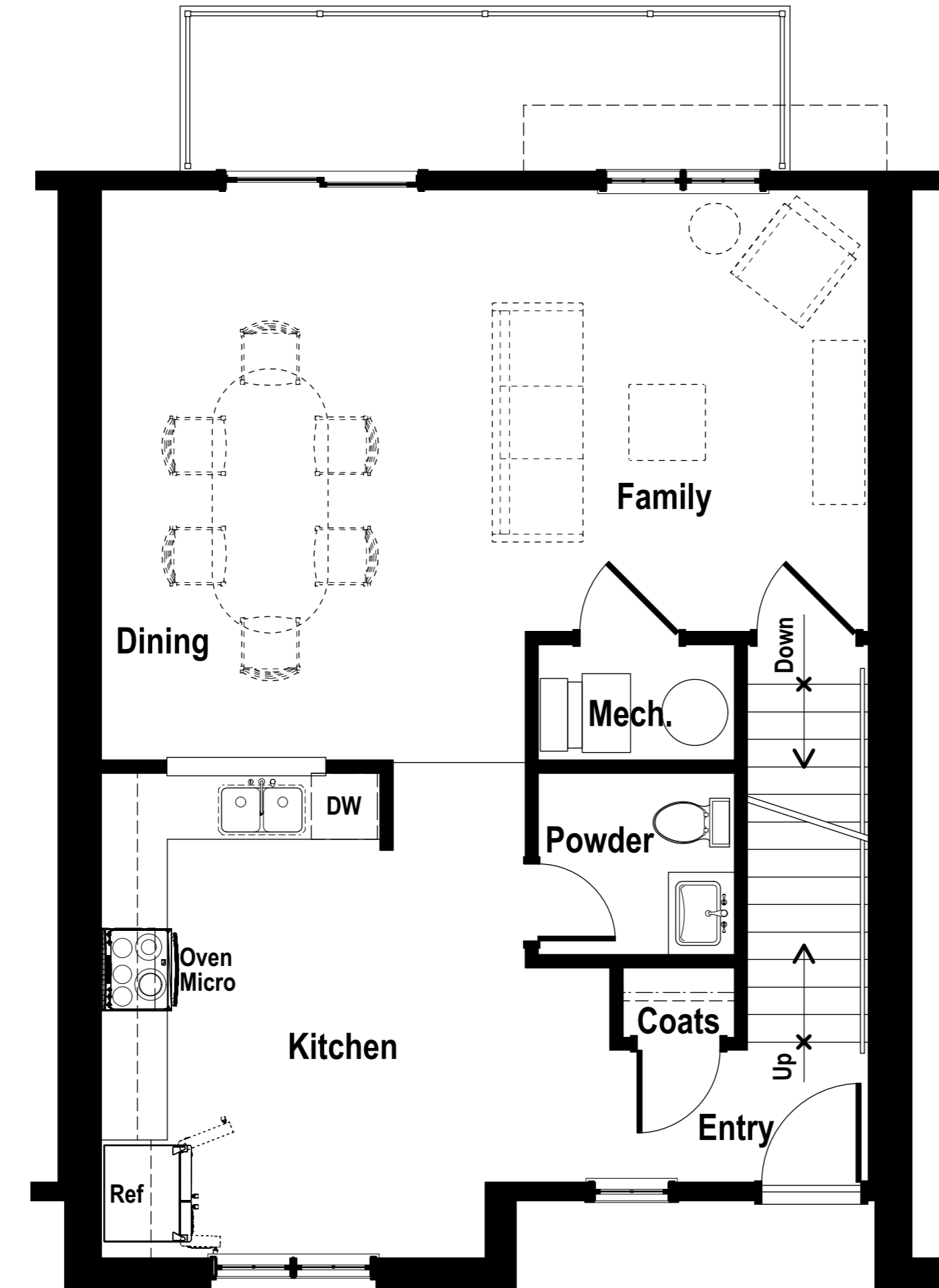


Side Elevation
Scale: 1/4" = 1'-0"

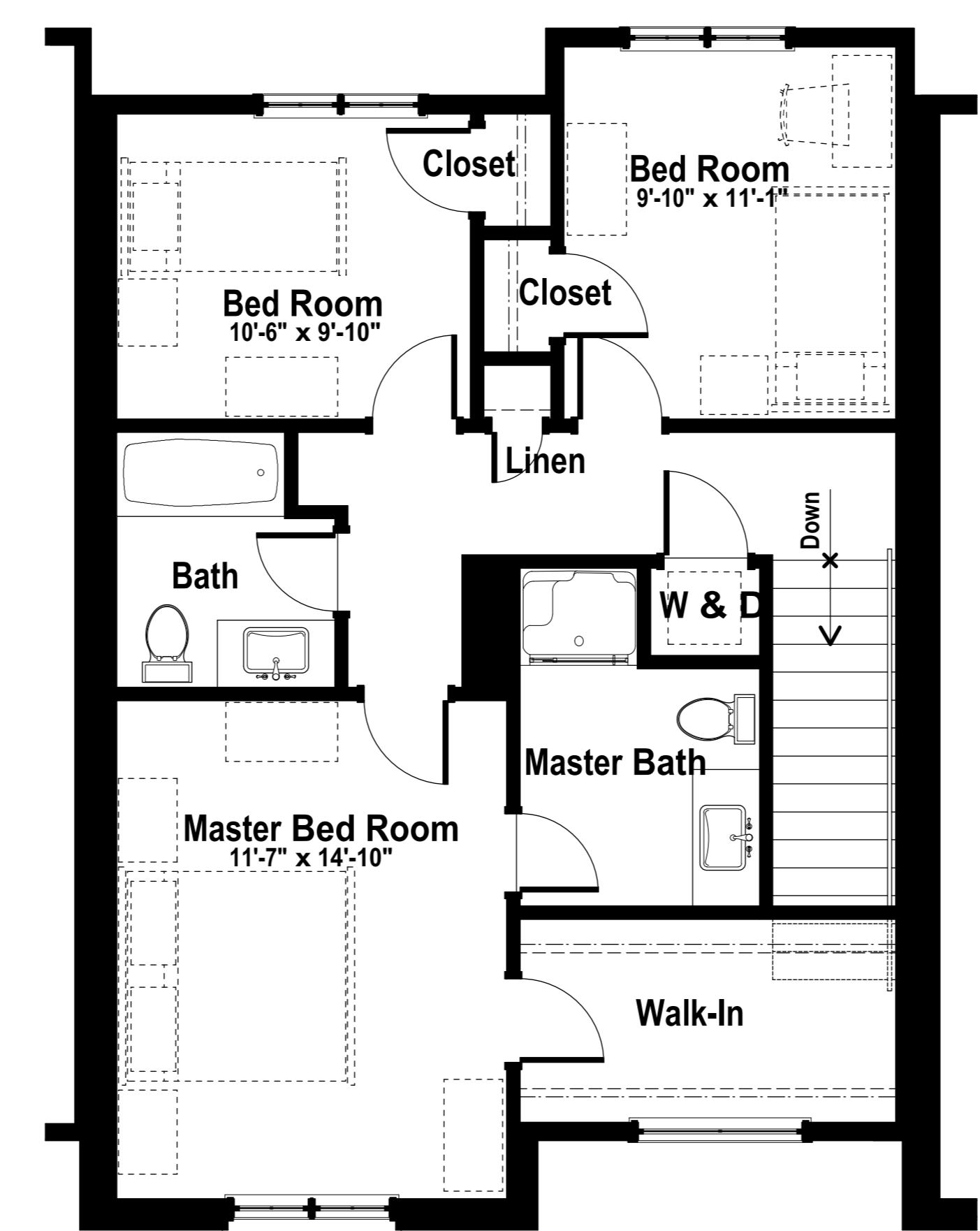
Proposed Condo Unit



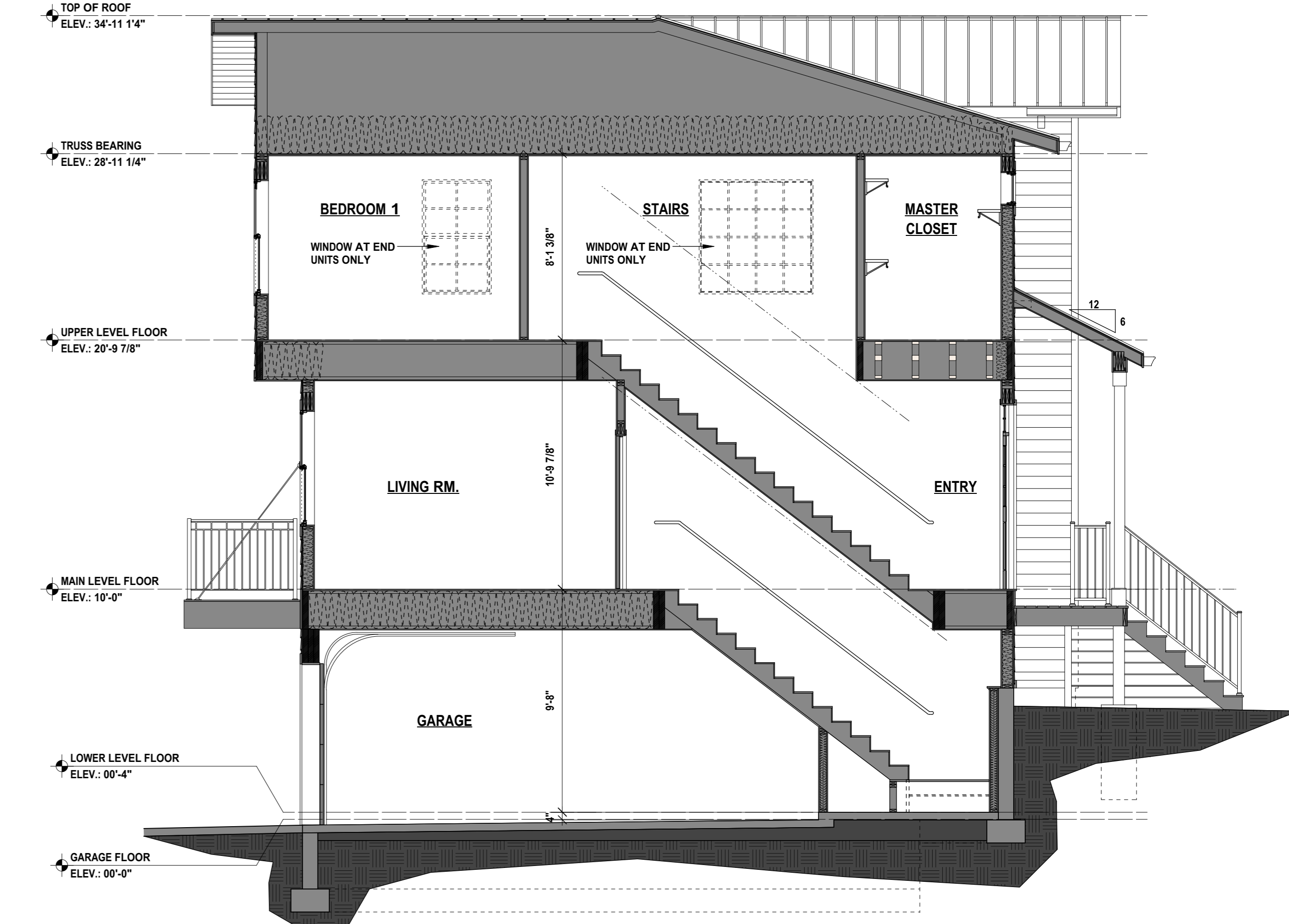
Lower Level
Scale: 1/4" = 1'-0"



Main Level
Scale: 1/4" = 1'-0"



Upper Level
Scale: 1/4" = 1'-0"



Building Section
Scale: 1/4" = 1'-0"



4 Unit Front Elevation
Scale: 1/4" = 1'-0"



4 Unit Rear Elevation
Scale: 1/4" = 1'-0"



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM
Planning & Community Services Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Iris Lehmann, AICP, Planner II
DATE: July 30, 2019
SUBJECT: Greenhill Village Townhomes II, Phase I – Site Plan

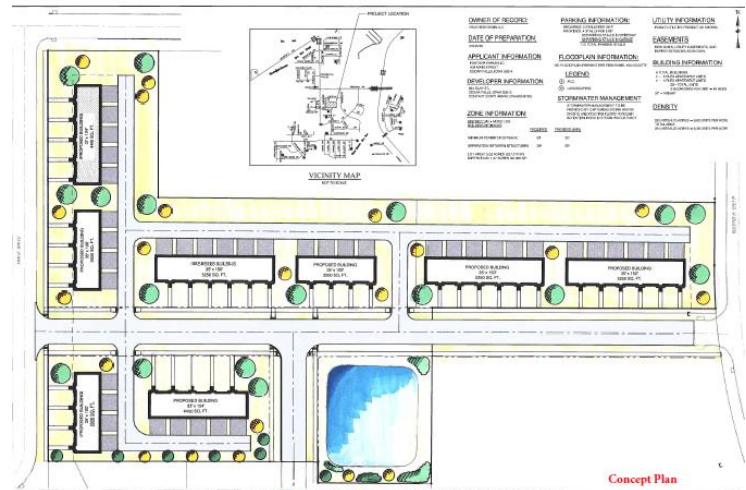
REQUEST: Request to approve the Greenhill Village Townhomes II, Phase I Site Plan
PETITIONER: Panther Farms LLC – owner; CGA Engineers – Civil Engineer
LOCATION: Lot 1 in Greenhill Village Townhomes II, Phase I 0.98 acres southeast of the Lloyd Lane and Norse Drive intersection

PROPOSAL

The applicant is proposing to build one (1) four-unit townhome building and one (1) five-unit townhome building on Lot 1 of the Greenhill Village Townhome II, Phase I subdivision. This request will be subject to the approval of the Greenhill Village Townhomes II, Phase I Final Plat.

BACKGROUND

In 1998 the 130 acres of the Greenhill Village property was rezoned to MU, Mixed Use Residential. This rezoning was accompanied by the creation of a Greenhill Village Master Plan that was to be used as a guide for the development in this area. Since that time there have been a number of amendments to the Greenhill Village Master Plan. The most recent amendment to the Master Plan was approved in April 2018. This amendment to the Master Plan focused on the 5.3 acres southeast of the Greenhill Road and Hudson Road intersection; the land now described as Greenhill Village Townhomes II. The approved amendment allows for multi-unit, residential development at a density of 7.7 units an acre. The concept plan that was approved with this update to the Greenhill Village Master Plan presented a development of townhomes, see image to the right.



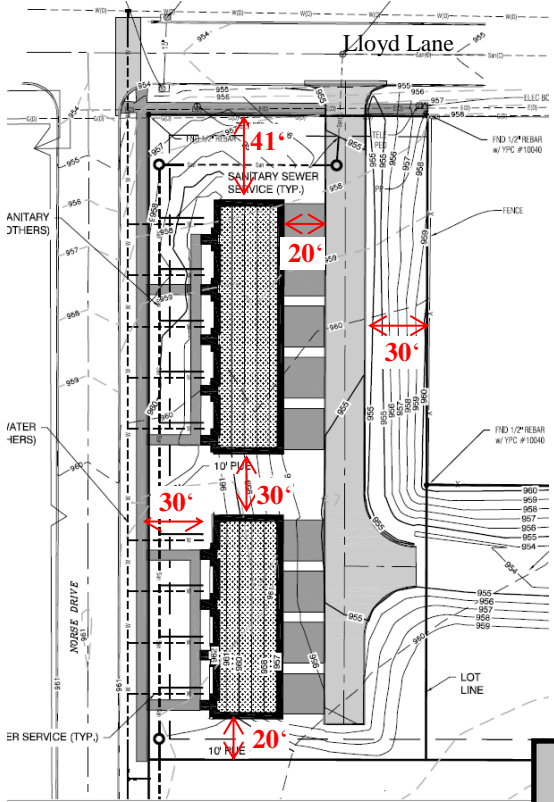
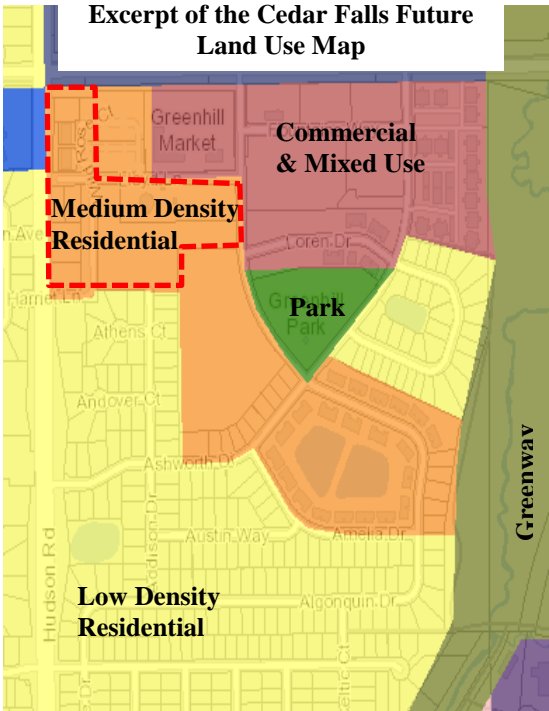
ANALYSIS

The property in question is located within the MU, Mixed Use Residential, zoning district. Development in an MU zoning district requires a detailed site plan review to ensure that the development site satisfies the standards of the comprehensive plan, recognizes principles of civic design, land use planning, landscape architecture, and building architectural design that are set out for the district. Attention to details such as parking, open green space, landscaping, signage, building design, and other similar factors help to ensure orderly development. The following is a review of the zoning ordinance requirements:

Use: The intent of the MU district is to encourage a variety of housing types and neighborhood commercial land uses for the purpose of creating viable, self-supporting neighborhood districts. Therefore, MU zoning permits a variety of uses ranging from neighborhood commercial to office to single-unit homes to condominiums. The approved Greenhill Village Master Plan, attached, arranges the various permitted uses and densities by area. The proposed Greenhill Village Townhomes II, Phase I Site Plan proposes to build two townhome buildings that are consistent with the approved Greenhill Village Master Plan and concept plan. The City's Future Land Use Map closely follows the Greenhill Village Master Plan. A standard planning practice is to create a gradual transition of development intensity from single unit development to higher density residential to neighborhood-serving commercial and mixed-uses. The City's Future Land Use Map shows this area, outlined in red in the image to the right, as being developed as Medium Density Residential. The proposed Greenhill Village II, Phase I Site Plan will serve as a transition in development intensity and is consistent with the City's Future Land Use Map. **The proposed use of Townhomes is a permitted use in this area.**

Building Location: In the MU Zoning District a 30 foot minimum setback area consisting of open landscaped green space must be established around the district. In addition, principal structures must be setback at least 20 feet from any interior streets and other buildings. The boundaries of the Greenhill Village MU zoning district run along Lloyd Lane and Norse Drive. The proposed setbacks are enhanced over an excerpt of the submitted site plan in the image to the right. **The locations of the two buildings meet or exceed the standards of the district.**

Parking: The parking requirement for townhomes in Cedar Falls is two parking spaces per dwelling unit,



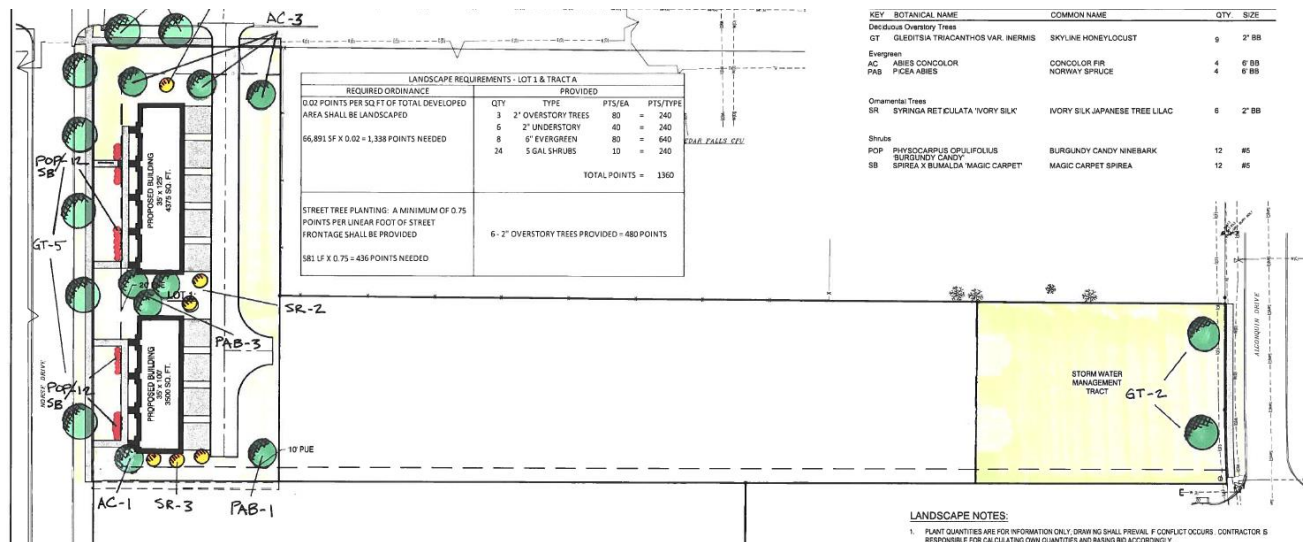
plus one additional parking space for each bedroom in each dwelling unit in excess of two bedrooms. The applicant is proposing to build one (1) four-unit townhome building and one (1) five-unit townhome building. Each unit will have three bedrooms, see floor plan below. Per the city code the development will need to provide each townhome unit a minimum of three parking spaces. In addition to this general requirement, one stall is required for every five units in excess of five units for visitor parking. There are nine units being proposed in this site plan; no guest parking is required. The proposed development will provide each unit with a tuck-under two stall garage located in the rear of the buildings and accessed from a private alley. Each garage will have a 20 foot long by 20 foot wide paved driveway. The proposed layout provides four parking spaces per unit: two in each garage and two behind each garage. These four stalls would also provide the needed parking for the optional fourth bedroom shown in the lower level next to the garage, see the proposed floor plan below.



At the Planning and Zoning Commission meetings, there was public concern about parking congestion along neighborhood streets. The advantage of placing all the parking to the rear of the townhomes along a private alley is that it reserves the entire street frontage for visitor parking, without the interruption of multiple driveways onto the street. This site layout also helps to reduce traffic congestion as there are fewer conflict points since drivers do not have to back directly into the street. The streets are designed to accommodate parking on both sides. The location of the garages off of the back of the buildings also creates a more pedestrian-oriented, residential character along the streets which is consistent with the intent of the district. Parking lot regulations and landscaping requirements are not applicable to this review. **The parking requirement is met.**

Open Green Space/Landscaping: The MU District requires that open green space be provided at the rate of 10% of the total development site area excluding the required district setbacks. It should be noted that with no driveways located along the street frontage there is more room for landscaping and street trees in front of these homes, even though this greenspace is not counted toward the requirement. The development site is 0.98 acres or 42,689 square feet. The proposed site plan offers 0.46 acres or 20,038 square feet (47%) of open space. The minimum required open space area for this lot is 4,269 square feet. When deducting the district setbacks for this property (13,534 square feet) the open space provided for the site is 6,504 square feet.

The open green space requirement is met. In addition to the greenspace requirement, the district has a landscaping requirement of 0.02 landscaping points per square foot of total development site area. For a 66,430 square foot development site (Lot 1 and Tract B), 1,329 landscaping points are needed. The proposed landscaping plan, see image below, is proposing to provide 1,360 landscaping points. The proposed landscaped areas will be distributed throughout the development site. The MU District also requires 0.75 landscaping points for street trees per linear foot of public street frontage. This development is required to provide 436 (581 feet x 0.75) landscaping points worth of street trees. The applicant is proposing to provide six 2 inch overstory street trees which equates to 480 landscaping points. Additional landscaping will be required as future development occurs throughout the Greenhill Village Subdivision. **The landscaping requirements are met.**



Building Height: The maximum building height allowed in this district is 35 feet or three stories, whichever is less. Building height is measured from the lowest point of the grade, which in the case of this design with the tuck-under garages, is at the rear. The height as measured from this lowest point is 34 feet, 11-1/4 inches. From the rear, the garage level is exposed along with the two floors of living space. However, from the street, the garage level is largely below grade, so the homes appear to be two stories in height, which is consistent with many of the two story homes in the neighborhood. **The building height requirement is met.**

Building Design: The MU District requires a design review of various elements to ensure architectural compatibility to surrounding structures within the MU District. Below are a set of images showing the character of neighboring buildings and developments within the MU District.



1510 Athens Ct and 1517 Athens Ct (properties to the south)



Greenhill Market and Greenhill Crossing (developments to the north)



Greenhill Village Commercial 4th (development to the east)

Proportion: The relationship between the width and height of the front elevations of adjacent buildings shall be considered in the construction or alteration of a building; the relationship of width to height of windows and doors of adjacent buildings shall be considered in the construction or alteration of a building.

As seen in the images above, the MU District houses a variety of housing types and neighborhood commercial land uses. The property in question has single family residential development to the south and west (the land to the west is outside of the MU zoning district so an example of this housing stock is not included in this analysis). A water tower (outside of the MU zoning district), Greenhill Market (commercial), and Greenhill Crossing (multi-family development) are to the north. The Greenhill Village Commercial 4th (Multi-family development) is to the east. Two story buildings are typical for this area. See image above for the front and back elevations of the proposed five-unit building. Note that the proposed four-unit building has the same design, see attached for the complete set of elevations.



Each proposed townhome will be 25 feet wide by 35 feet deep. In total, the four-unit townhome building will be 100 feet long and the five-unit townhome building will be 125 feet long. The proposed design breaks up a multiunit building so each townhome is easily distinguished from the adjacent townhome with each townhome proportioned consistent with that of a single unit home. **Criterion met.**

Roof shape, pitch, and direction: The similarity or compatibility of the shape, pitch, and direction of roofs in the immediate area shall be considered in the construction or alteration of a building.

All neighboring residential developments have pitched roofs. The proposed two buildings incorporate the same roof shape, pitch, and direction. **Criterion met.**

Pattern: Alternating solids and openings (wall to windows and doors) in the front facade and sides and rear of a building create a rhythm observable to viewers. This pattern of solids and openings shall be considered in the construction or alteration of a building.

The two proposed buildings have a distinct repeating pattern for each unit on both the back and front facades. Each entry is recessed from the front line of the main portion of the townhome units to add additional depth to the front façade. Access to each unit is from a front porch. In the rear the second floor dormer overhangs the main portion of the house to also create depth in the façade. The proposed doors and windows on each side create visual interest and rhythm. **Criterion met.**

Materials and texture: The similarity or compatibility of existing materials and textures on the exterior walls and roofs of buildings in the immediate area shall be considered in the construction or alteration of a building. A building or alteration shall be considered compatible if the materials and texture used are appropriate in the context of other buildings in the immediate area.

To help distinguish between adjacent townhome units a vertical board and batten siding will alternate with a horizontal lap board siding from unit to unit. This variation in design also helps to prevent monotony by visually breaking up the façade into distinct units. The siding is cement board, which is a more durable material than vinyl siding. A brick liner will be used in areas where the foundation is visible. The applicant is proposing to use a standing seam metal roof. The proposed materials are consistent with materials used within the district. **Criterion met.**

Color: The similarity or compatibility of existing colors of exterior walls and roofs of buildings in the area shall be considered in the construction or alteration of a building.

The proposed buildings will be covered with both vertical and horizontal, white siding, gray brick, and topped with a gray roof. The use of a neutral color is consistent with the area. To provide additional visual interest, along with the alternating siding, the applicant is showing each unit with its own unique door color. **Criterion met.**

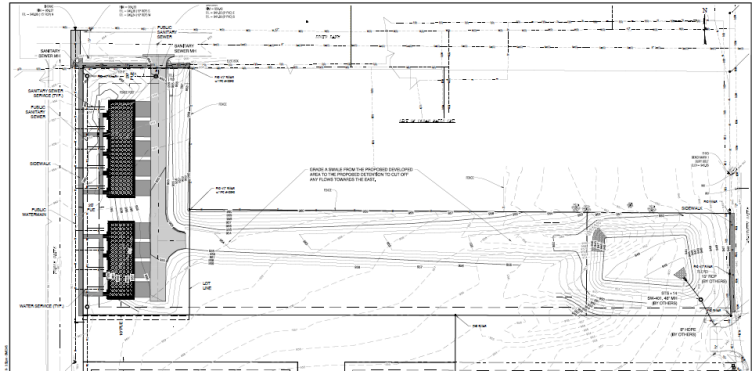
Architectural features: Architectural features, including but not limited to, cornices, entablatures, doors, windows, shutters, and fanlights, prevailing in the immediate area, shall be considered in the construction or alteration of a building. It is not intended that the details of existing buildings be duplicated precisely, but those features should be

regarded as suggestive of the extent, nature, and scale of details that would be appropriate on new buildings or alterations.

Each townhome unit of this building has a small porch and balcony. The roof line is broken up and the front walls are setback in places to create both visual horizontal and vertical breaks. The architectural elements of these two buildings can be found in the residential development to the south. **Criterion met.**

Signage: No signage is currently proposed. **The signage criterion is not applicable to this proposal.**

Access locations: A private alley is proposed coming south off of Lloyd Lane to provide access to the garages for the townhomes on Lot 1. A turnaround will be provided at a location where the private alley could continue east to serve potential future development. Public sidewalks are required along the north and west sides of Lot 1 and the east side of Outlot B. Sidewalk connections are required along public streets. Since there



will be a new street (Loren Drive) constructed along the south side of the subject lot in the future, a public sidewalk will also be required along the south lot line, but this will be installed when this street is constructed in the future. This future public sidewalk has been noted on the site plan. Private sidewalk connections to the townhomes will also be provided as shown.

Criterion met.

Traffic Generation: At the Planning and Zoning Commission meetings, concerns were expressed about the amount of traffic that might be generated by this development. The City Engineer's Office notes that depending on the circumstances and corridor constraints, an urban two-lane roadway can handle capacities up to 1,000 vehicles per hour during peak times. The proposed subdivision shows a detention basin in the place of one of the six unit townhome buildings shown in the concept plan. With this change, the proposed development at full build-out could have 34 townhome units. A townhome generates traffic similar to a single family home at approximately 7 trips per day per unit for a total of approximately 238 trips per day. With the new street connections proposed with this subdivision, multiple travel routes (Norse Drive, Lloyd Lane, Addison Drive, and the proposed Loren Drive) will be provided to nearby arterial and collector streets. Therefore, traffic generated by this development will not exceed the capacity of the existing streets. City staff will continue to monitor traffic volumes throughout the neighborhood and will make improvements as necessary.

Stormwater: A detention basin located east of the proposed townhomes on Outlot B of the Greenhill Village Townhomes II Subdivision will be utilized to control water runoff from this site. Outlot B will be graded to include a drainage swale that will guide the stormwater from Lot 1 to the detention basin. The detention basin is sized to hold the water run-off from a 100-year storm event and release it at a controlled rate into the City's stormsewer system. This improvement ensures that the water runoff from the new development will be managed. This detention basin will be sized so it has the capacity to serve any development proposed on Outlot B in the future.

The City Engineer's office has reviewed the stormwater plans, but will review a more detailed report that is required prior to approval of construction drawings. The applicant's engineer will be available at the meeting to answer any technical questions about the stormwater management plan for the site. **Criterion met.**

Other Site Elements: The developer intends to remove garbage and snow from the site with a private contractor.

TECHNICAL COMMENTS

City technical staff, including Cedar Falls Utilities (CFU) personnel, has reviewed the proposed site plan. All technical comments have been addressed.

Courtesy notices to neighboring property owners for this site plan were mailed on January 16, 2019 and February 4, 2019. An additional courtesy mailing was sent to neighboring property owners on July 2, 2019 in connection with the notice for the Greenhill Village Townhomes II, Phase I Final Plat submission, which also provided notice that the approval of the final plat would allow for the site plan to be considered by City Council.

PLANNING & ZONING COMMISSION

Discussion
1/23/2019 Chair Oberle introduced the item and Ms. Lehmann provided background information. She explained that this site plan will be contingent upon the previously discussed preliminary plat and the submission and approval of a final plat. The lot is at the southeast corner of Lloyd Lane and Norse Drive intersection. Two townhomes are being proposed on the site.. The proposal closely follows the approved concept plan. She discussed the site plan elements, including height, setbacks, parking, access, sidewalks, landscaping, trash, stormwater management, and signage. She displayed renderings of the proposed building layout and façade elements. Staff would like to bring this to the commission for discussion only at this time.

Mr. Wingert recused himself due to a conflict of interest.

Mr. Leeper asked if there is any percentage of masonry requirements. Ms. Lehmann noted that there is not. He stated that it seems to be consistent with the rules we have set in place. Mr. Hartley noted he would like to see more about the water retention and runoff at the next meeting. Ms. Oberle noted that she feels the porches make the front more interesting. Mr. Leeper asked about the parking calculations. Ms. Lehmann stated that they are meeting and exceeding the parking requirement. Mr. Leeper then asked about street parking and whether additional onsite parking could be considered in the alley. Ms. Lehmann will discuss the option with staff and the developer.

Discussion of this item will be continued at the next meeting.

Discussion
2/13/2019 As the preliminary plat was deferred, the Commission was given the option to defer this item as well.

Mr. Holst made a motion to defer the Greenhill Village Townhomes II Site Plan to the February 27th meeting. Mr. Hartley seconded the motion. The motion was

approved with 7 ayes (Adkins, Giarusso, Hartley, Holst, Larson, Oberle, 1 abstention (Wingert) and 0 nays.

Discussion
/Vote
2/24/2019

Chair Holst introduced the item and Ms. Lehmann provided background information. She explained that the site plan is at the southeast corner of the Lloyd Lane and Norse Drive intersection. She displayed the proposed concept plan and discussed the site plan and façade elements. She also showed renderings of the proposed building design, including elevations. Each townhome will be created to have the feel of a single-family home. All site plan elements meet requirements. Staff recommends approval of the site plan subject to the resolution of minor technical issues and the approval of the Greenhill Village Townhomes II Preliminary and Final Plats.

Tim Hanson, 1517 Athens Court, asked what the maximum height will be. Ms. Lehmann stated that the total height from the lowest point is 34 feet, which falls within the height limitation requirements. Adam Daters, CGA Engineers, explained that there are some cases where the lower level will be at or near existing grade. The units on the site plan application will be below the existing water tower grade.

Robyn Frost, 4718 Addison Drive, echoed concerns about the confusion with the height of the building and the two and three stories. She noted concerns with potential drainage problems and stated that she doesn't think the design fits into the neighborhood.

Mr. Larson stated that he likes the look of the project and thinks it makes sense to add a more homey look to a higher density area. He suggested that some larger trees be added to the plans to help with privacy concerns.

Mr. Holst stated that the site plan is consistent with the Master Plan, but feels that the exteriors are a little plain and he would like them to have better aesthetics.

Ms. Adkins asked about the potential for the 4th bedroom in the basement and the proposed size of the space. Ms. Lehmann stated that it is roughly 10" x 9". Mr. Troskey clarified that it is around 11 x 9. Ms. Adkins stated that she didn't believe based on the location right next to the garage and the mudroom and the fact that there was no bathroom in the basement that this would in most cases not be used as a bedroom.

Mr. Leeper made a motion to approve. Mr. Hartley seconded the motion. The motion was approved unanimously with 6 ayes (Adkins, Giarusso, Hartley, Holst, Larson and Leeper), and 0 nays.

STAFF RECOMMENDATION

The proposed Greenhill Village Townhomes II, Phase I Site Plan is consistent with the development intent of this area, the approved preliminary plat, the proposed final plat, and the requirements of the zoning ordinance. Therefore, staff recommends approval, subject to the approval of the Greenhill Village Townhomes II, Phase I Final Plat.

Attachments: Proposed Site Plan, Building Elevations, Proposed Landscaping Plan, Greenhill Village Townhomes II, Phase I Final Plat, Greenhill Village Master Plan, Written correspondence

GREENHILL VILLAGE TOWNHOMES II

LOT 1 SITE PLAN SUBMITTAL

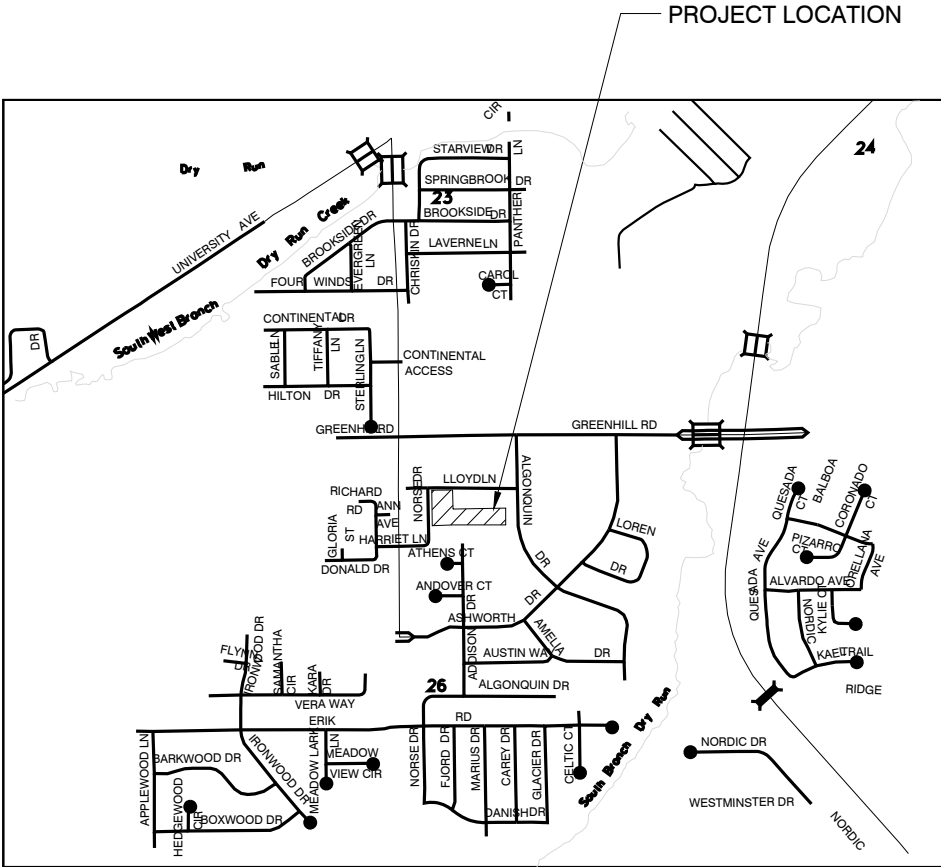
CEDAR FALLS, IOWA

2019

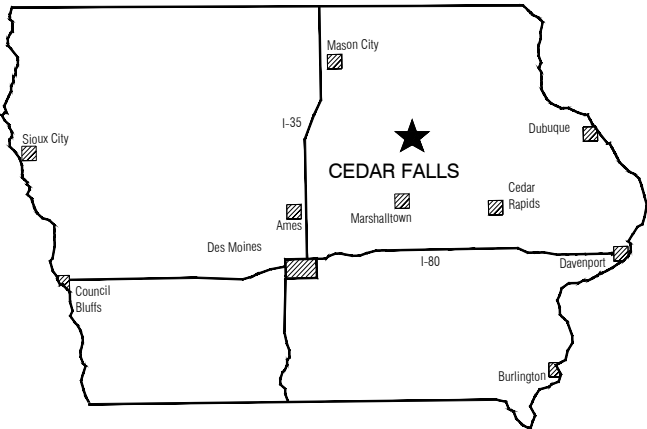
GRADING, PAVING, & UTILITIES

WORK AND MATERIALS SHALL BE IN ACCORDANCE WITH THE IOWA STATEWIDE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, 2018 EDITION (SUDAS) AND THE CITY OF CEDAR FALLS STANDARD SPECIFICATIONS

INDEX OF SHEETS	
SHEET NO.	DESCRIPTION
C.001	TITLE SHEET
C.002	SYMBOLS, LEGEND AND GENERAL INFORMATION
C.100	EXISTING CONDITIONS AND DEMOLITION PLAN
C.200	SITE PLAN
C.300	OVERALL UTILITIES AND GRADING PLAN
C.301-C.302	GRADING PLAN
C.303	SWPPP
C.500-C.504	DETAILS



VICINITY MAP
NOT TO SCALE



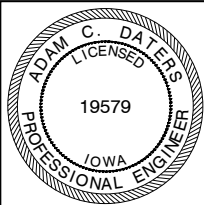
LOCATION MAP

**PRELIMINARY
- NOT FOR
CONSTRUCTION**



Clapsaddle-Garber Associates, Inc
16 East Main Street, P.O. Box 754
Marshalltown, Iowa 50158
Phone 641-752-6701
www.cgaconsultants.com

SITE PLAN SUBMITTAL SET - DATE: 01-23-19



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Signature: Adam C. Daters, PE
Date: _____
Iowa License Number 19579
My license renewal date is December 31, 2018

Pages or sheets covered by this seal: _____

J:\5638\dwg\Sheet\Phase 1\Phase_Site\5638 - C.001 (Title Sheet).DWG - C.001 - 01-23-19 - 3:52pm - BMC245

LEGEND

EXISTING	PROPOSED	EXISTING	PROPOSED	EXISTING	PROPOSED
		EVERGREEN TREE	---	---	WATERLINE
		DECIDUOUS TREE			WATER VALVE
		FRUIT TREE			FIRE HYDRANT
		SHRUBS (BUSHES)			WATER METER
		TREE LINE			CURB STOP
		STUMP			YARD HYDRANT
		SWAMP			POST INDICATOR VALVE
		CEMETERY	---	---	SANITARY SEWER LINE
		GRAVE	---	---	STORM SEWER LINE
		CAVE			MANHOLE
		SINK HOLE			CLEANOUT
		WELL			INTAKE
		WINDMILL			BEEHIVE INTAKE
		CISTERN			ROOF DRAIN
		SEPTIC TANK			ROOF DRAIN (SURFACE)
		LP GAS TANK			ROOF DRAIN (UNDERGROUND)
		UNDERGROUND STORAGE TANK	---	---	GAS LINE
		SATELLITE DISH			GAS VALVE
		SIGN (TYPE AS NOTED)			GAS METER
		FLAGPOLE	---	---	OVERHEAD ELECTRICAL LINE
		SOIL BORING	---	---	BURIED ELECTRICAL LINE
		MONITORING WELL			POWER POLE
		PARKING METER			ELECTRICAL METER
		MAILBOX			ELECTRICAL HIGHLINE TOWER
		POST			TRAFFIC SIGNAL
		BOLLARD			STREET LIGHT
		SPRINKLER HEAD			LUMINAIRE
		SPRINKLER HEAD VALVE			ELECTRICAL BOX/TRANSFORMER
		GUARDRAIL (BEAM OR CABLE)	---	---	FIBER OPTICS LINE
		FENCE			FIBER OPTICS BOX
		FIELD TILE			FIBER PEDESTAL
		TILE OUTLET	---	---	TELEPHONE LINE
		DRAINAGE WAY			TELEPHONE POLE
		EDGE OF WATER			TELEPHONE PEDESTAL
		SILT FENCE			TELEPHONE BOX
		CONTOUR LINE			CABLE TELEVISION LINE
		SPOT ELEVATION	---	---	TELEVISION PEDESTAL
					TELEVISION BOX
					AIR CONDITIONER

EXISTING	PROPOSED	SECTION/R.O.W. LINE
---	---	BOUNDARY LINE
---	---	PROPERTY LINE
---	---	EASEMENT LINE
---	---	SETBACK LINE
---	---	R.O.W. RAIL OR LOT CORNER
---	---	CONCRETE MONUMENT
---	---	GOVERNMENT CORNER MONUMENT
---	---	PARCEL OR LOT CORNER MONUMENT
---	---	TEMP. CONSTRUCTION EASEMENT CORNER
---	---	SURVEY CONTROL POINT

GENERAL NOTES

1. ALL DIMENSIONS ARE TO BACK OF CURB WHERE APPLICABLE.
2. ALL DISTURBED AREAS, UNLESS OTHERWISE INDICATED, SHALL BE SEEDED, FERTILIZED AND MULCHED WITHIN THE APPROPRIATE SEEDING PERIOD. SEED SHALL BE TYPE 1 LAWN MIXTURE. SEE SUDAS SECTION 9010.
3. SEEDED SLOPES SHALL BE 4:1. MAXIMUM SLOPE ALLOWED SHALL BE 3:1 WHERE APPROVED BY ENGINEER.
4. CONTRACTOR TO VERIFY EXISTING UTILITY SIZES PRIOR TO CONSTRUCTION. ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCIES.
5. CONTRACTOR SHALL SUPPLY DETAILED CONSTRUCTION SCHEDULE TO PROJECT ENGINEER PRIOR TO CONSTRUCTION.
6. CONTRACTOR SHALL COORDINATE RELOCATION OF EXISTING UTILITIES, WHICH ARE TO BE PERFORMED BY OTHERS, WITH RESPECTIVE UTILITY COMPANIES.
7. ALL WORK SHALL BE IN ACCORDANCE WITH OSHA CODES AND STANDARDS. NOTHING INDICATED ON THESE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH ANY APPROPRIATE SAFETY REGULATIONS.
8. ONE WEEK PRIOR TO CONSTRUCTION, CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER OF THEIR INTENT TO COMMENCE CONSTRUCTION.
9. CONTRACTOR SHALL DISPOSE OF WASTE EARTHWORK ON-SITE, AT THE DIRECTION OF THE PROJECT ENGINEER.
10. STORMWATER POLLUTION PREVENTION INFORMATION INCLUDED IN THIS PLAN SET IS NOT THE COMPLETE STORMWATER POLLUTION PREVENTION PLAN (SWPPP), BUT RATHER A PART OF THE SWPPP THAT IS TO BE UPDATED REGULARLY.
11. ALL SIDEWALK AND RAMPS SHALL BE IN COMPLIANCE WITH IOWA SUDAS SIDEWALK DESIGN REQUIREMENTS AND ADA ACCESSABILITY GUIDELINES. FAILURE OF SIDEWALK TO MEET THESE REQUIREMENTS WILL REQUIRE REMOVAL AND RECONSTRUCTION AT CONTRACTOR'S COST.

UTILITY NOTES

1. PRIOR TO INSTALLING UTILITIES, CONTRACTOR SHALL EXCAVATE AND FIELD VERIFY EXACT LOCATION, SIZE, AND ELEVATION OF ALL PUBLIC/PRIVATE UTILITIES WITHIN THE PROJECT LIMITS.
2. UNDERGROUND STRUCTURES, FACILITIES, AND UTILITIES HAVE BEEN PLATTED FROM AVAILABLE SURVEYS, RECORDS, AND DEEDS. THEREFORE, THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. THERE MAY BE OTHERS, THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN.
3. THE CONTRACTOR SHALL CALL IOWA ONE CALL AT (800) 292-8989 A MINIMUM OF 48 HOURS PRIOR TO ANY EXCAVATION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY UTILITY LOCATIONS AND FLOW LINES PRIOR TO CONSTRUCTION AND TO PROTECT ALL UTILITIES FROM DAMAGE.

DEMOLITION NOTES

1. THE CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED BY ACCESS OR CONSTRUCTION ACTIVITIES TO ORIGINAL CONDITIONS. THIS MAY INCLUDE SCARIFYING AND RESEEDING OR OTHER RESTORATION EFFORTS AS REQUIRED. RESTORATION SHALL BE INCIDENTAL TO THE PROJECT.
2. ADJOINING PROPERTY SHALL BE PROTECTED DURING DEMOLITION OPERATIONS. DEBRIS SPILLAGE ON ADJOINING PROPERTIES SHALL BE CAREFULLY REMOVED BY THE CONTRACTOR.
3. ALL CONSTRUCTION DEBRIS SHALL BE REMOVED FROM SITE AND PROPERLY DISPOSED OF.

SHOP DRAWING SUBMITTALS

1. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER ALL SHOP DRAWINGS, MATERIAL CERTIFICATIONS AND VENDOR MATERIALS CERTIFICATIONS FOR ALL MATERIALS TO BE INCORPORATED INTO THE PROJECT.
2. CONTRACTOR SHALL ALLOW 14 CALENDAR DAYS FOR REVIEW OF SHOP DRAWINGS, MATERIAL CERTIFICATIONS AND VENDOR MATERIALS CERTIFICATIONS. IF REVIEW HAS NOT BEEN COMPLETED IN 14 CALENDAR DAYS, THIS SHALL NOT IMPLY APPROVAL. CONTACT PROJECT ENGINEER FOR SUBMITTAL STATUS.
3. CONTRACTOR SHALL NOT BE COMPENSATED FOR ANY MATERIAL THAT IS INSTALLED PRIOR TO APPROVAL BY THE ENGINEER. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COST TO REPLACE ANY NON-APPROVED MATERIALS.

UTILITY COMPANIES

THE FOLLOWING UTILITIES ARE PRESENT ON THIS PROJECT

ELECTRIC/GAS/WATER/TV CEDAR FALLS UTILITIES JOHN OSTERHAUS (ELECTRIC) (319) 268-5298	FIRE PROTECTION CITY OF CEDAR FALLS (319) 273-8663
JERALD LUKENSMEYER (GAS & WATER) (319) 268-5330	
DAVE SCHILLING (COMMUNICATIONS) (319-268-5265)	

TELEPHONE CENTURY LINK JEREMY AHRENS (319) 291-9441	STREETS - CITY CITY OF CEDAR FALLS PUBLIC WORKS
CFU DAVID SCHILLING (319) 268-5265	BRIAN HEATH (319) 268-5575

CABLE MEDIACOM KEVIN PARKER (319) 240-4987	BUILDING DEPARTMENT CITY OF CEDAR FALLS (319) 268-5180
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STORM/SANITARY SEWER WATER RECLAMATION MIKE NYMAN (319) 268-5560	CITY ENGINEER CITY OF CEDAR FALLS (319) 268-5161
---	--

NOTE:
TYPICAL DEPTH OF COVER ON WATER MAIN PIPE IN CEDAR FALLS IS 5.5 FT.

UNDERGROUND STRUCTURES, FACILITIES, AND UTILITIES HAVE BEEN PLATTED FROM AVAILABLE SURVEYS, RECORDS AND DEEDS. THEREFORE THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. THERE MAY BE OTHERS, THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN.

WATER MAIN NOTES

1. MATERIAL AND CONSTRUCTION TO BE IN ACCORDANCE WITH THE "MUNICIPAL WATER UTILITY OF THE CITY OF CEDAR FALLS, IOWA" ON FILE WITH THE DEPARTMENT OF NATURAL RESOURCES, THE "CEDAR FALLS MUNICIPAL WATER DISTRIBUTION STANDARDS" AND THE "TEN STATE STANDARDS." THE CONTRACTOR SHALL VERIFY THESE REQUIREMENTS PRIOR TO BIDDING ON THIS PROJECT. IF THE STANDARDS CONFLICT, THE CONTRACTOR SHALL ABIDE BY THE MORE STRINGENT STANDARD.
2. ALL WATER MAIN SHALL HAVE A MINIMUM OF 5.5 FEET OF COVER AT FINISHED GRADE IN PARKING AREAS AND 6.0 FEET IN STREET AREAS.
3. VALVES SHALL BE LEFT HAND OPEN RESILIENT SEAT GATE VALVES. THE COST OF VALVE BOXES ARE INCLUDED IN APPLICABLE ITEMS. APPROXIMATE DEPTH OF VALVE BOXES WILL BE 7 FEET.
4. LEAK PRESSURE TESTS WILL BE CONDUCTED IN CONFORMANCE WITH AWWA C600-77 (CURRENT REVISION), AND SUPERVISED BY CEDAR FALLS UTILITIES.
5. DISINFECTION WILL BE CONDUCTED IN CONFORMANCE WITH THE IOWA STANDARDS FOR WATER SUPPLY DISTRIBUTION SYSTEMS AND THE IOWA DEPARTMENT OF NATURAL RESOURCES STANDARD SPECIFICATIONS AND SUPERVISED BY CEDAR FALLS UTILITIES.
6. WATER MAIN SHALL NOT BE DEFLECTED MORE THAN 5" VERTICALLY OR HORIZONTALLY.
7. ALL WATERMAIN SHALL BE WRAPPED WITH BLUE HIGH DENSITY CROSS LINKED, 8 MIL, POLYETHYLENE WRAP IN ACCORDANCE WITH AWWA C105.
8. SEE CFU DETAIL FOR END OF WATER MAIN HYDRANT ASSEMBLY

WATER SYSTEM SHUTDOWN NOTIFICATION

CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WATER MAIN SHUT DOWNS WITH ANY AFFECTED CUSTOMERS AND CFU AT LEAST 48 HOURS PRIOR TO SHUTDOWN TO MINIMIZE SERVICE DISRUPTIONS. SHUT DOWNS MAY HAVE TO BE COMPLETED DURING NON-TRADITIONAL HOURS DEPENDING ON THE NEEDS OF THE AFFECTED CUSTOMERS. NO ADDITIONAL COMPENSATION WILL BE PROVIDED TO THE CONTRACTOR FOR WORK.

ENGINEER/ LAND SURVEYOR

CLAPSADDLE-GARBER ASSOCIATES
16 E. MAIN STREET
MARSHALLTOWN, IA 50158
CONTACT: ADAM DATERS, PE
PHONE (641) 752-6701

ITEM 39.



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

CGA Clapsaddle-Garber Associates, Inc.
1523 S. Bell Ave. Suite 101
Ames, Iowa 50010
Ph 515-232-8553
www.cgaconsultants.com

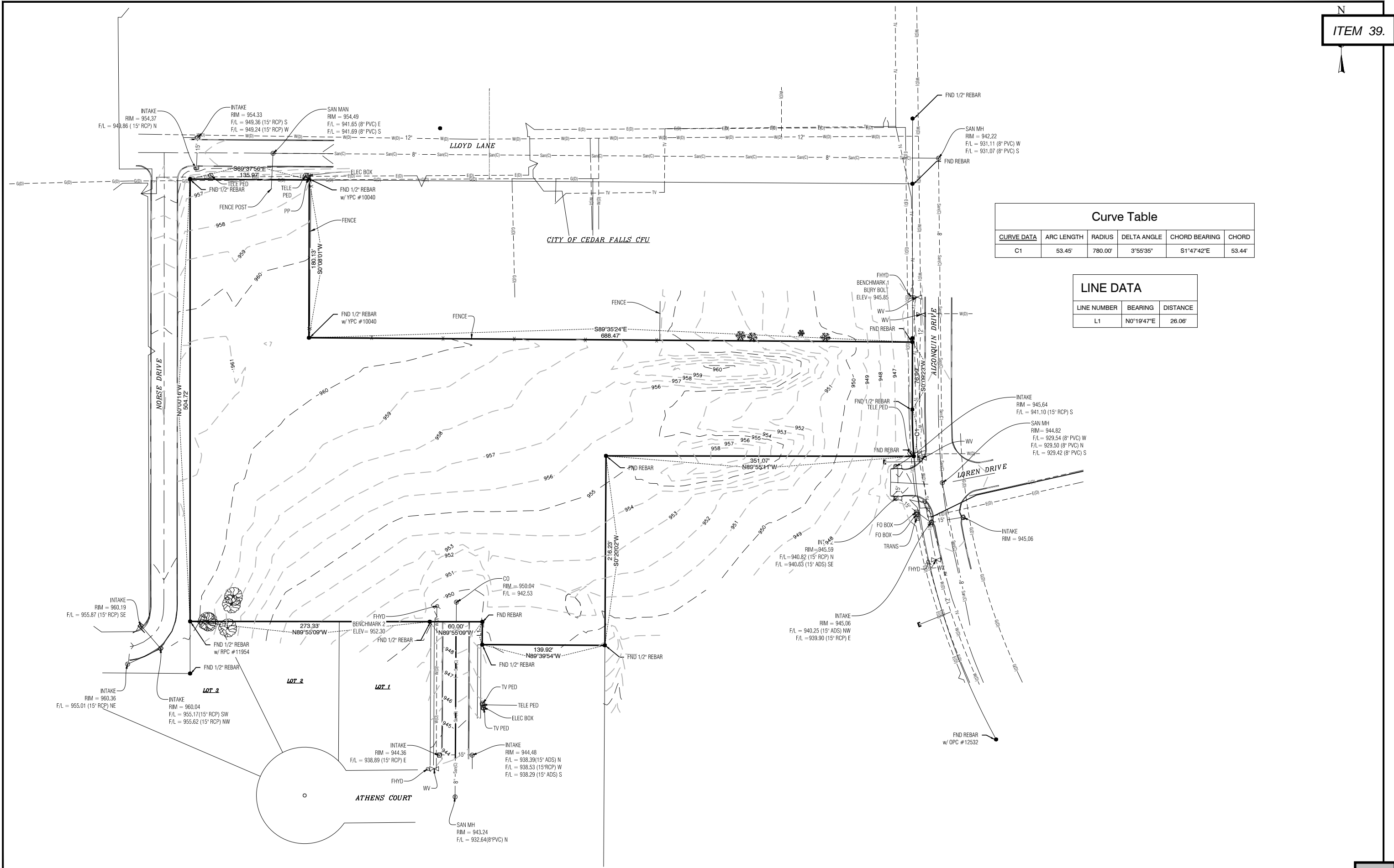
DESIGNED: LAW DATE: 11-21-2018
DRAWN: BMC DATE: 11-21-2018
CHECKED: ACD DATE: 11-21-2018
APPROVED: _____ DATE: _____

GREENHILL VILLAGE TOWNHOMES II
CEDAR FALLS, IOWA

SYMBOLS, LEGEND, AND GENERAL INFORMATION

PROJECT NO. 370
SHEET NO. C.002

J:\0658\0658\Phase 1\Phase_Site\0658 - C.001 Title_Sheet\DWG - C.002 - 01-23-19 - 3:52pm - BMC245

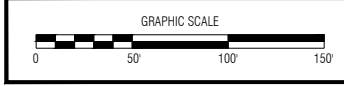


Curve Table

CURVE DATA	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD
C1	53.45'	780.00'	3°55'35"	S1°47'42"E	53.44'

LINE DATA

LINE NUMBER	BEARING	DISTANCE
L1	N0°19'47"E	26.06'

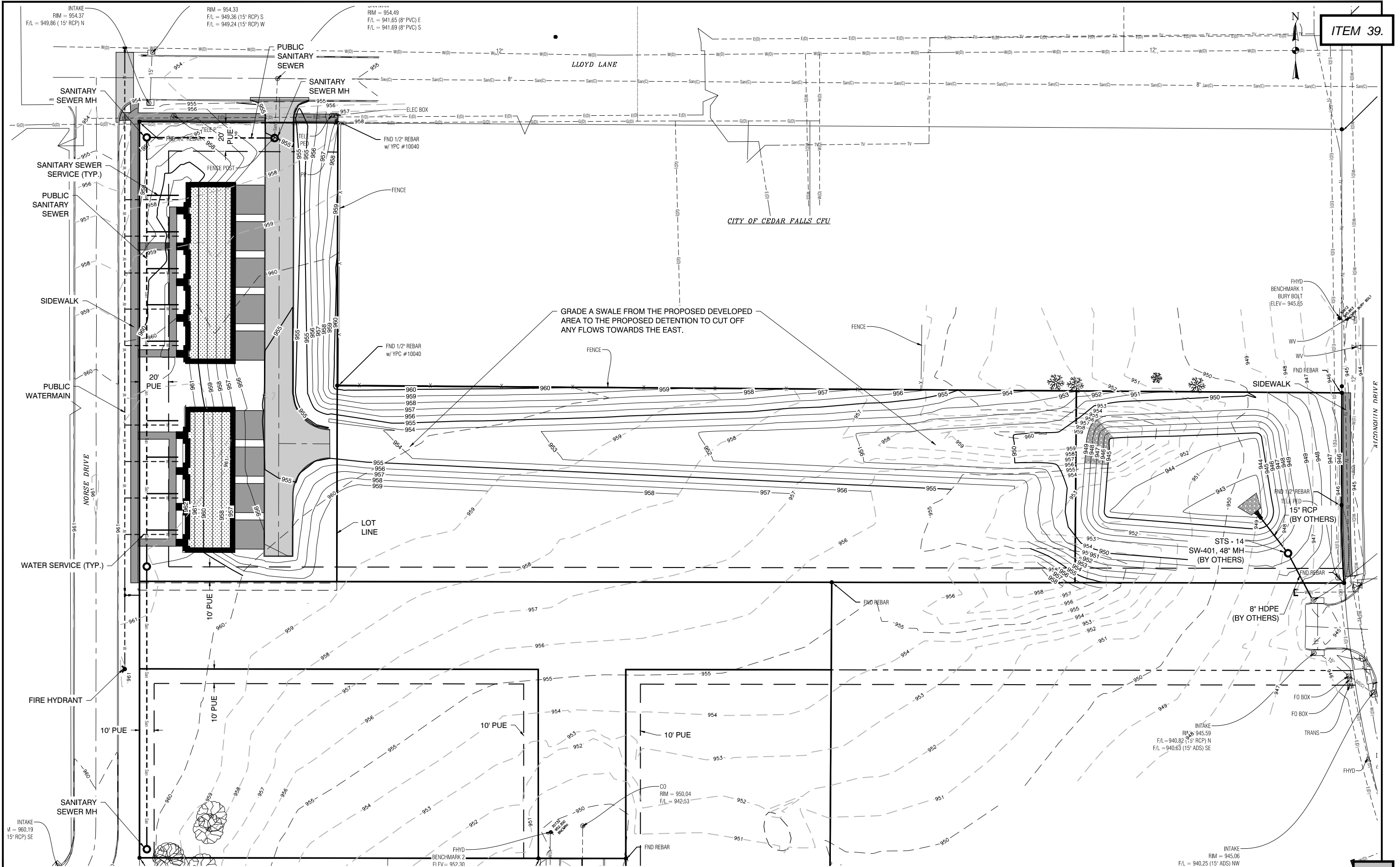


NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

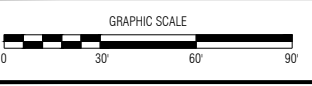
CGA Clapsaddle-Garber Associates, Inc.
 16 East Main Street
 Marshalltown, Iowa 50158
 Ph 641-752-6701
 www.cgaconsultants.com

DESIGNED: LAW DATE: 11-21-2018
 DRAWN: BMC DATE: 11-21-2018
 CHECKED: ACD DATE: 11-21-2018
 APPROVED: _____ DATE: _____

GREENHILL VILLAGE TOWNHOMES
 CEDAR FALLS, IOWA



J:\0588\0588\Phase 1\Phase_Site\0588 - C 300 (Overall Utility & Grading).dwg - C 300 - 01-23-19 - 3:52pm - BMC345



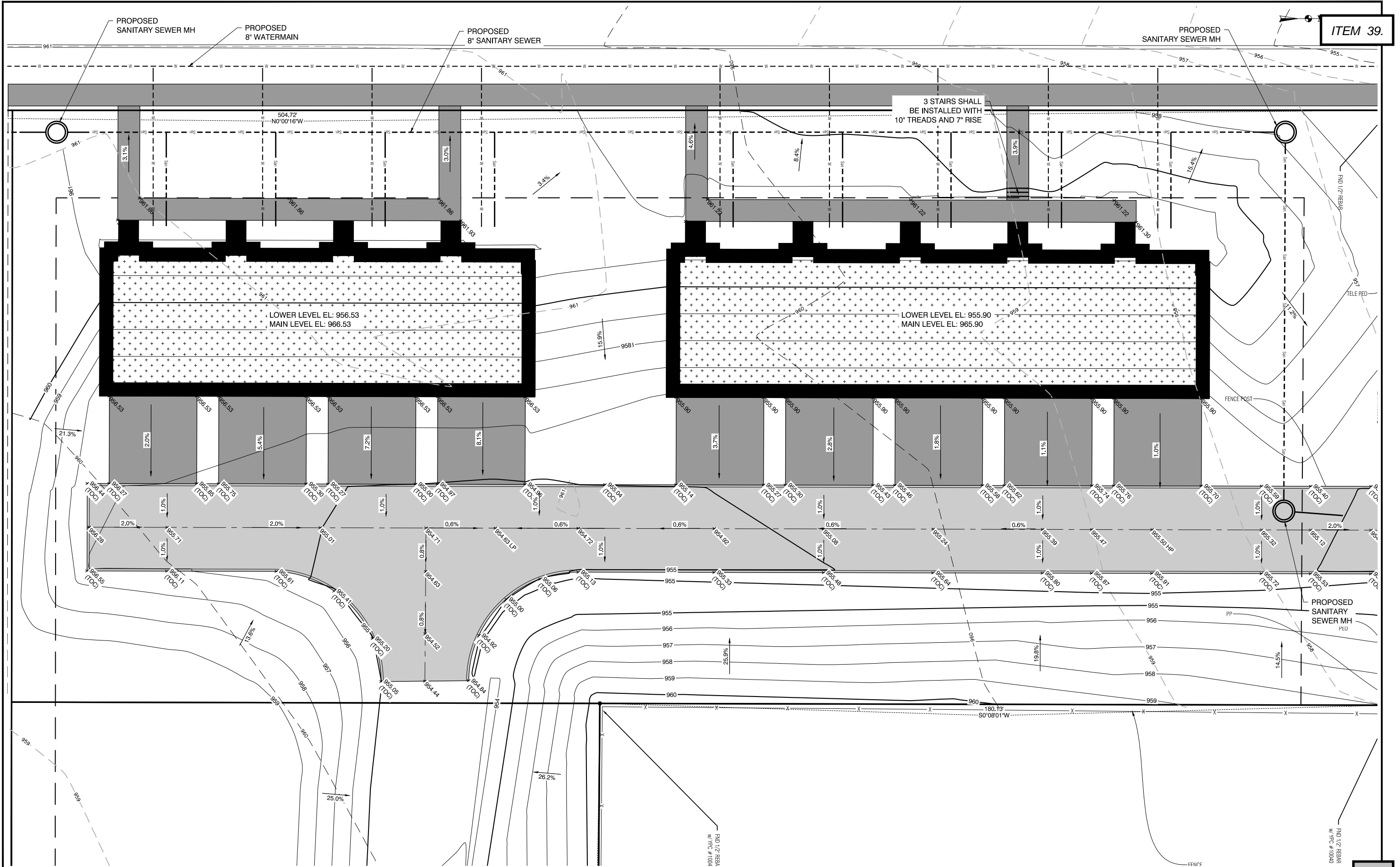
NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

CGA Clapsaddle-Garber Associates, Inc.
 16 East Main Street
 Marshalltown, Iowa 50158
 Ph 641-752-6701
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GREENHILL VILLAGE TOWNHOMES II
 CEDAR FALLS, IOWA

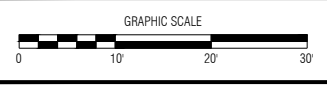
OVERALL UTILITY AND GRADING PLAN



LOWER LEVEL EL: 956.53
MAIN LEVEL EL: 966.53

LOWER LEVEL EL: 955.90
MAIN LEVEL EL: 965.90

3 STAIRS SHALL
BE INSTALLED WITH
10" TREADS AND 7" RISE



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

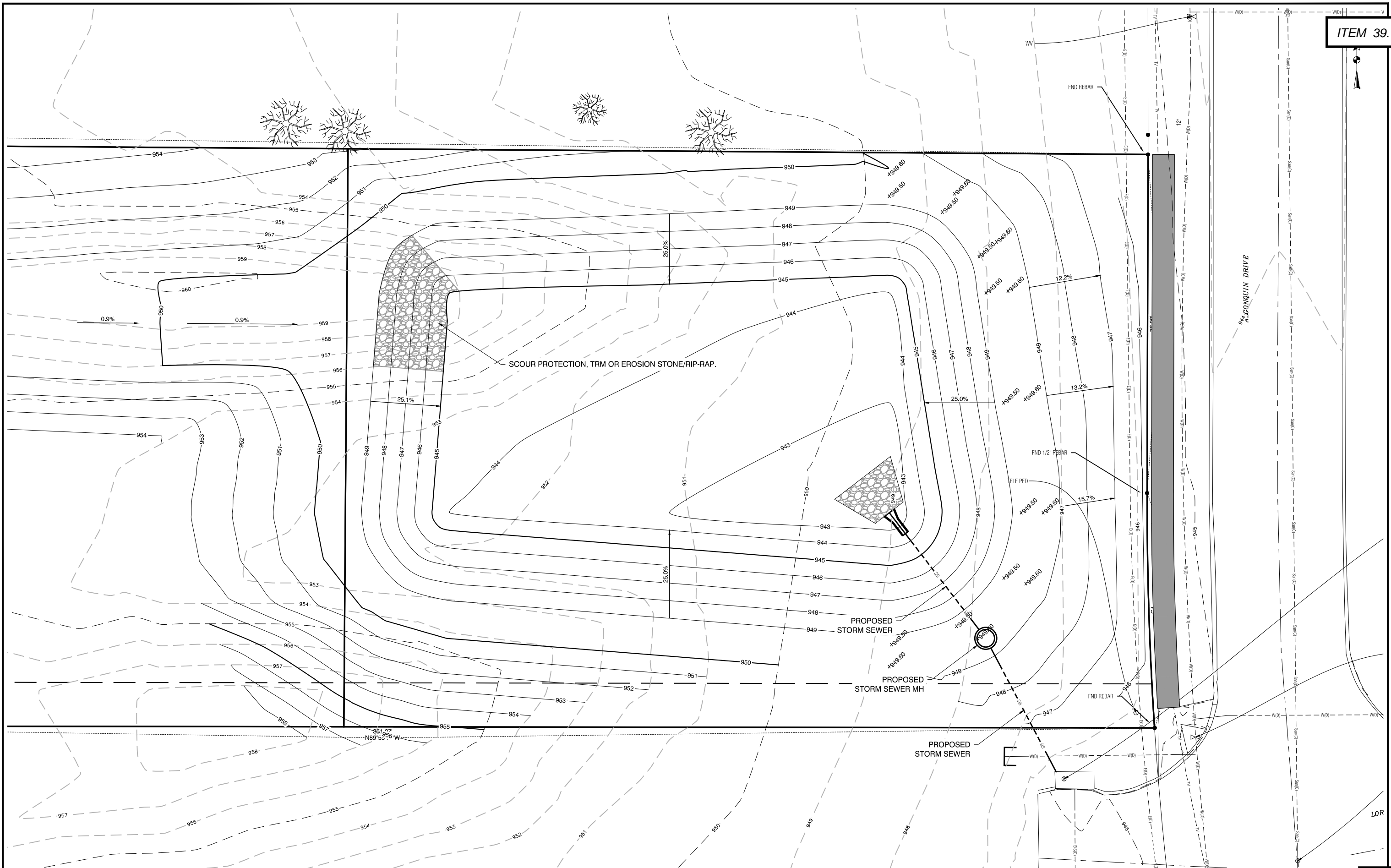
CGA Clapsaddle-Garber Associates, Inc.
1523 S. Bell Ave. Suite 101
Ames, Iowa 50010
Ph 515-232-1764
www.cgaconsultants.com

DESIGNED: LAW DATE: 11-21-2018
DRAWN: BMC DATE: 11-21-2018
CHECKED: ACD DATE: 11-21-2018
APPROVED: _____ DATE: _____

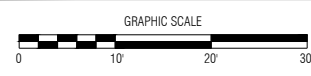
GREENHILL VILLAGE TOWNHOMES II
CEDAR FALLS, IOWA

GRADING PLAN

J:\0658\0658\Phase 1\Phase Site\0658 - C.301 - 302 (Grading Plan).dwg - C.301 - 01-25-19 - 3:52pm - BMC345



J:\0658\0658\Phase 1\Phase Site\0658 - C.301-302 (Grading Plan).dwg - C.301 - 01-23-19 - 3:52pm - BMC345



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

CGA Clapsaddle-Garber Associates, Inc.
 1523 S. Bell Ave. Suite 101
 Ames, Iowa 50010
 Ph 515-232-1764
 www.cgarconsultants.com

DESIGNED: LAW DATE: 11-21-2018
 DRAWN: BMC DATE: 11-21-2018
 CHECKED: ACD DATE: 11-21-2018
 APPROVED: _____ DATE: _____

GREENHILL VILLAGE TOWNHOMES II
 CEDAR FALLS, IOWA

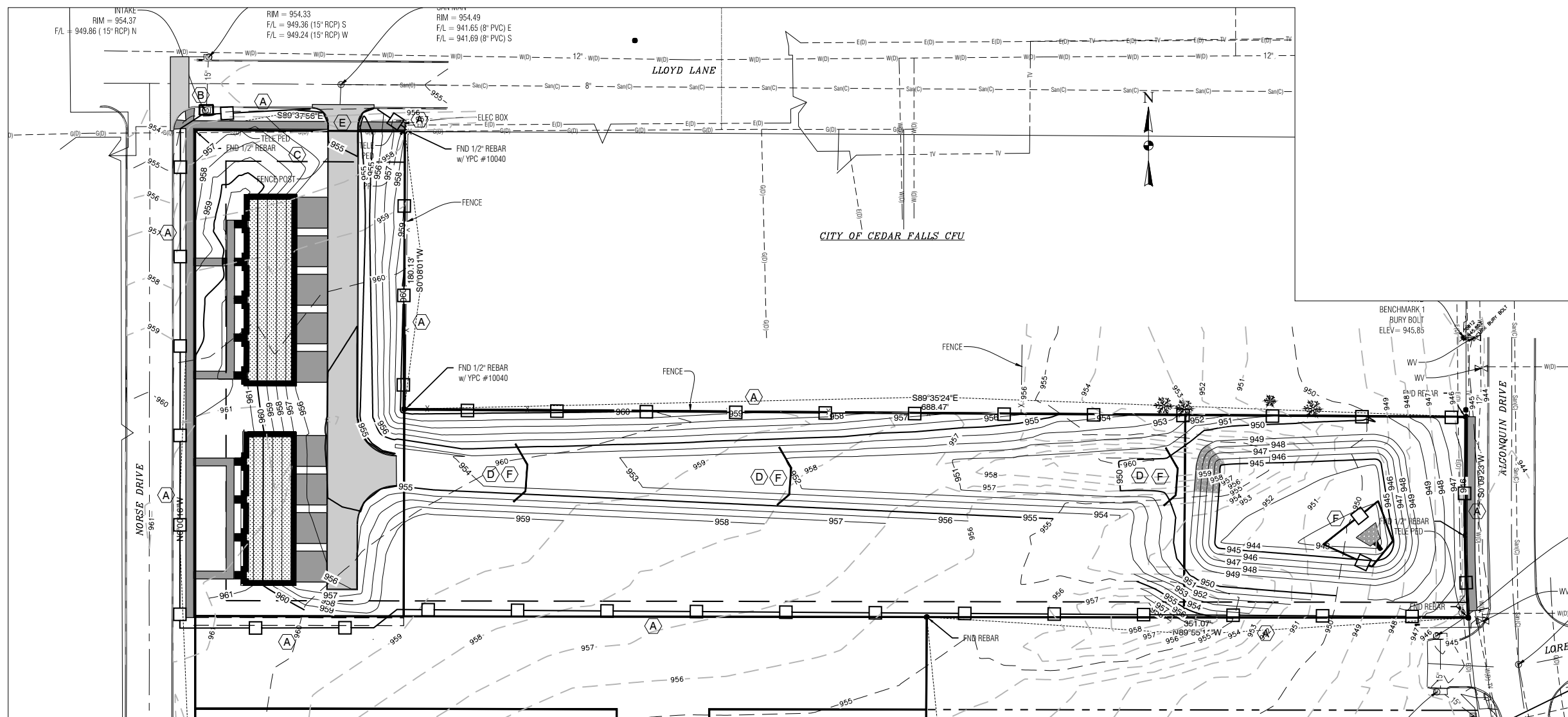
GRADING PLAN

POLLUTION PREVENTION PLAN NOTES

- ALL CONTRACTORS SHALL BE SUPPLIED A COPY OF THE SWPPP DOCUMENT AT THE BEGINNING OF CONSTRUCTION. A COPY OF THE SWPPP DOCUMENTS SHALL BE LOCATED WITH THE SWPPP MANAGER AT ALL TIME. COPIES CAN ALSO BE FOUND AT THE OFFICES OF 16 E MAIN STREET, MARSHALLTOWN, IA 50158. ALL CONTRACTORS/SUBCONTRACTORS SHALL CONDUCT THEIR OPERATIONS IN A MANNER THAT MINIMIZES EROSION AND PREVENTS SEDIMENTS AND NON EARTH DISTURBING POLLUTANTS FROM LEAVING THE SITE AS DESCRIBED IN THE SWPPP. THE PRIME CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE AND IMPLEMENTATION OF THE SWPPP FOR THEIR ENTIRE CONTRACT. THIS RESPONSIBILITY SHALL BE FURTHER SHARED WITH SUBCONTRACTORS WHOSE WORK IS A SOURCE OF POTENTIAL POLLUTION AS DEFINED IN THE SWPPP.
- THIS SHEET IS NOT THE COMPLETE STORM WATER PREVENTION PLAN (SWPPP), BUT RATHER A PART OF THE SWPPP THAT IS TO BE UPDATED REGULARLY BY THE CONTRACTOR. IT IS THE PRIME CONTRACTORS RESPONSIBILITY TO UPDATE THE SWPPP PLAN AS NEEDED AS WELL AS CONDUCT ANY NECESSARY INSPECTIONS IN ACCORDANCE WITH THE CITY OF CEDAR FALLS, IOWA DNR AND EPA GUIDELINES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ANY DEFICIENCIES, CORRECTING THOSE DEFICIENCIES IMMEDIATELY AND DOCUMENTING SUCH WITH THE SWPPP. ALL EROSION CONTROL ITEMS SHALL BE REMOVED AT THE END OF THE PROJECT. THE SWPPP MANAGER SHALL UPDATE SITE PLAN WITH THE LOCATION OF THE 'POLLUTION PREVENTION PLAN LEGEND' ITEMS ONCE THE LOCATION OF THOSE CONTROLS IS ESTABLISHED. ANY ADDITIONAL CONTROLS THAT ARE USED BUT ARE NOT LISTED IN THE LEGEND SHALL BE CLEARLY IDENTIFIED ON THE PLANS. POST CONSTRUCTION STORM WATER CONTROL (DETENTION) IS LOCATED OFFSITE.

LEGEND

- (A) INSTALL SILT FENCE OR COMPOST FILLED FILLED SOCK - TO BE REMOVED AT THE END OF THE PROJECT.
- (B) INSTALL INLET PROTECTION - TO BE REMOVED AT THE END OF THE PROJECT.
- (C) INSTALL CONCRETE WASH OUT AREA - TO BE REMOVED & RESTORED AT THE END OF THE PROJECT.
- (D) INSTALL EXCELSIOR MAT
- (E) INSTALL STABILIZED CONSTRUCTION ENTRANCE.
- (F) INSTALL FILTER SOCKS/DITCH CHECKS



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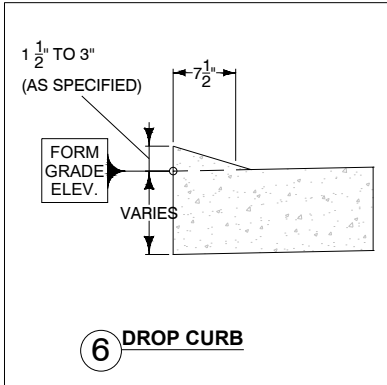
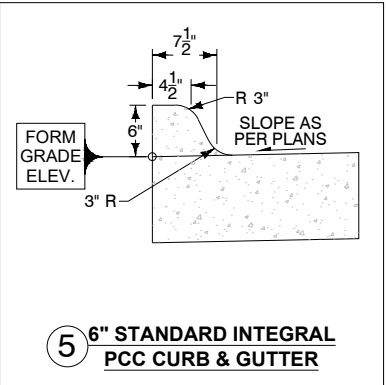
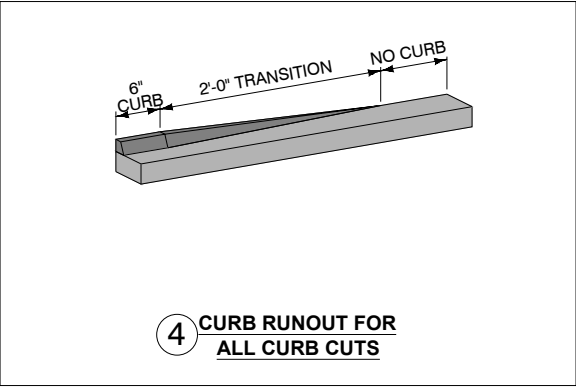
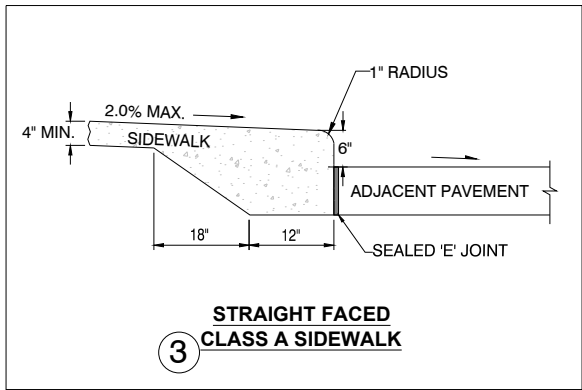
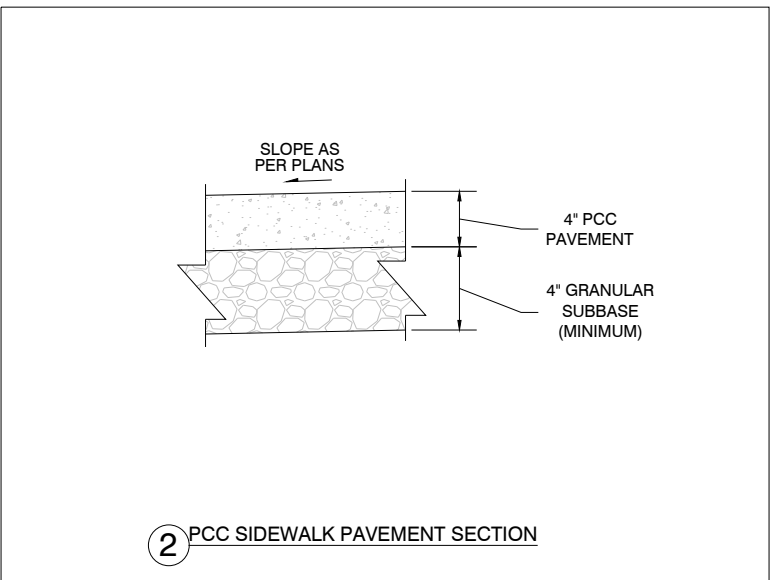
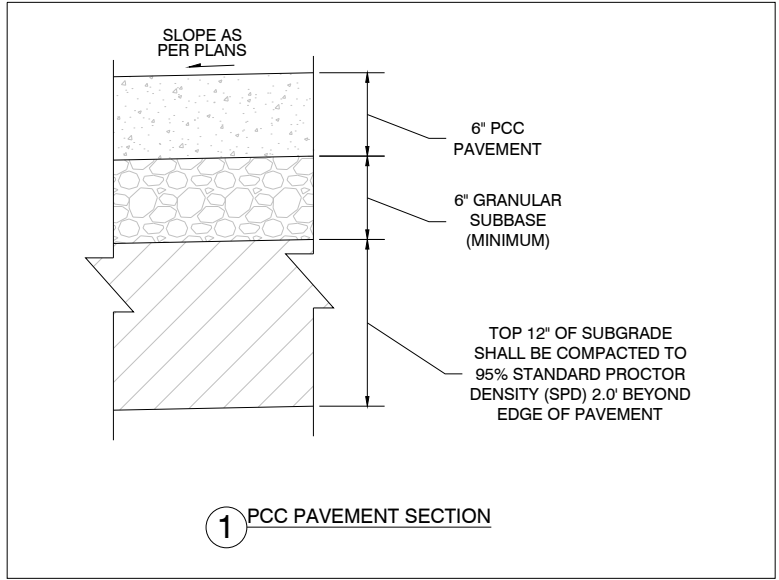
NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

CGA Clapsaddle-Garber Associates, Inc.
 16 East Main Street
 Marshalltown, Iowa 50158
 Ph 641-752-6701
 www.cgaconsultants.com

DESIGNED: LAW DATE: 11-21-2018
 DRAWN: BMC DATE: 11-21-2018
 CHECKED: ACD DATE: 11-21-2018
 APPROVED: _____ DATE: _____

GREENHILL VILLAGE TOWNHOMES II
 CEDAR FALLS, IOWA

STORM WATER POLLUTION PREVENTION PLAN



- 1 Driveway radius (R). Residential: 10 foot minimum, 15 foot maximum. Commercial and industrial: As specified in the contract documents.
- 2 Cut existing curb using saw-cut method. Do not cut deeper than roadway surface. Grind curb if necessary to provide smooth transition into driveway.
- 3 Pavement thickness. Residential: 6 inches minimum. Commercial and industrial: 7 inches minimum.
- 4 Sidewalk thickness through driveway to match thickness of driveway.
- 5 Center reinforcing bar vertically in the pavement.
- 6 Match thickness of adjacent roadway, 8 inches minimum.
- 7 Provide 'E' joint at back of curb unless 'B' joint is specified.
- 8 For alleys, invert the pavement crown 2% toward center of alley.

KEY

- 1 PARALLEL CURB RAMP: TARGET CROSS SLOPE OF 1.5% WITH A MAXIMUM CROSS SLOPE OF 2.0%. THE LENGTH OF THE PARALLEL RAMP IS NOT REQUIRED TO EXCEED 15 FEET, REGARDLESS OF RESULTING SLOPE. DO NOT EXCEED 8.3% SLOPE FOR PARALLEL RAMP SHORTER THAN 15 FEET.
- 2 TURNING SPACE: TARGET SLOPE OF 1.5%, WITH A MAXIMUM SLOPE PERPENDICULAR TO THE TRAVEL DIRECTIONS OF 2.0%. AT MID-BLOCK CROSSINGS, CROSS SLOPE OF LANDING MAY EXCEED 2.0% TO MATCH ROADWAY GRADE. MINIMUM 4 FEET BY 4 FEET.

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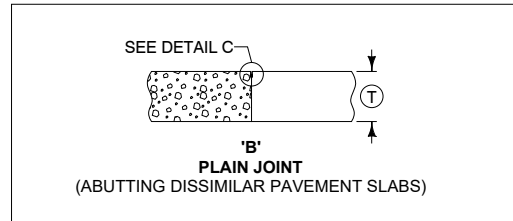
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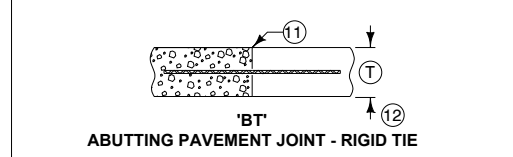
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GREENHILL VILLAGE TOWNHOMES II
 CEDAR FALLS, IOWA

DETAILS

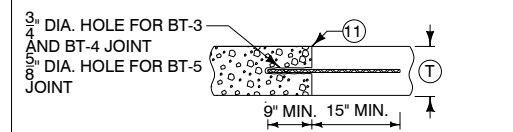


'B'
PLAIN JOINT
(ABUTTING DISSIMILAR PAVEMENT SLABS)



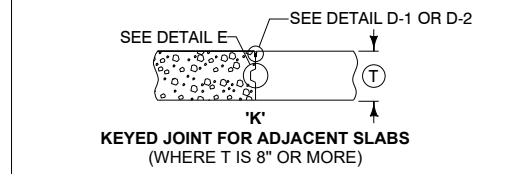
'BT'
ABUTTING PAVEMENT JOINT - RIGID TIE

T	JOINT	BAR	BAR LENGTH AND SPACING
< 8"	'BT-1'	#4	36" LONG AT 30" CENTERS
≥ 8"	'BT-2'	#5	36" LONG AT 30" CENTERS

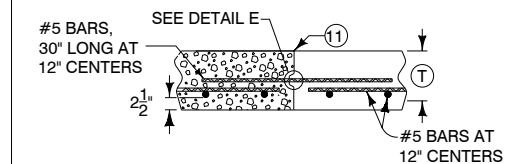


'BT'
ABUTTING PAVEMENT JOINT - RIGID TIE (DRILLED)

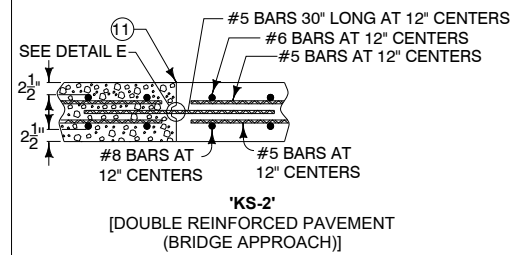
T	JOINT	BAR	BAR LENGTH AND SPACING
< 8"	'BT-5'	#4	24" LONG AT 30" CENTERS
≥ 8"	'BT-3'	#5	24" LONG AT 30" CENTERS
	'BT-4'	#5	24" LONG AT 15" CENTERS



'K'
KEYED JOINT FOR ADJACENT SLABS
(WHERE T IS 8" OR MORE)

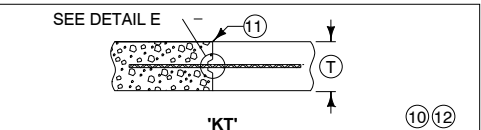


'KS-1'
[SINGLE REINFORCED PAVEMENT (BRIDGE APPROACH)]



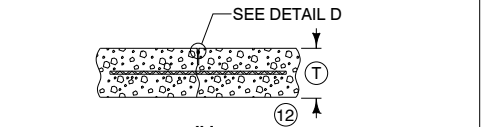
'KS-2'
[DOUBLE REINFORCED PAVEMENT (BRIDGE APPROACH)]

LONGITUDINAL CONTRACTION JOINTS



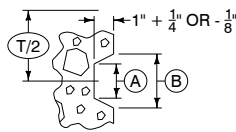
'KT'
ABUTTING PAVEMENT JOINT - KEYWAY TIE

T	JOINT	BAR	BAR LENGTH AND SPACING
< 8"	'KT-1'	#4	30" LONG AT 30" CENTERS
	'KT-2'	#4	30" LONG AT 30" CENTERS
≥ 8"	'KT-3'	#5	30" LONG AT 15" CENTERS



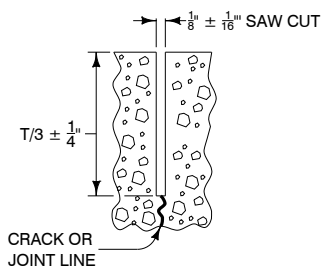
'L'
CONTRACTION JOINT

T	JOINT	BAR	BAR LENGTH AND SPACING
< 8"	'L-1'	#4	36" LONG AT 30" CENTERS
≥ 8"	'L-2'	#5	36" LONG AT 30" CENTERS
	'L-3'	#5	36" LONG AT 15" CENTERS

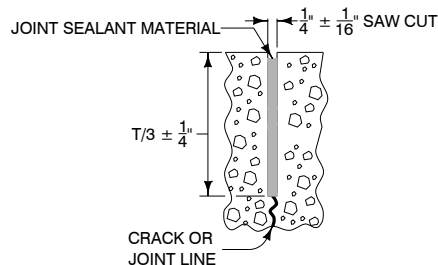


DETAIL E

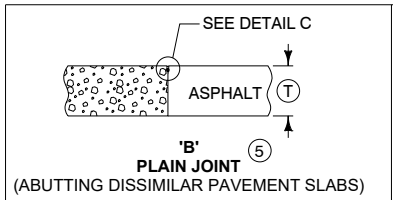
KEYWAY DIMENSIONS			
KEYWAY TYPE	PAVEMENT THICKNESS T	A	B
STANDARD	8" OR GREATER	1 3/4"	2 3/4"
NARROW	LESS THAN 8"	1"	2"



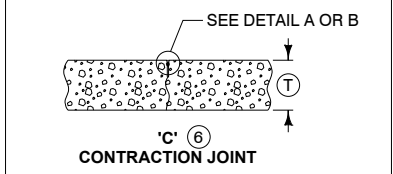
DETAIL D-1
(REQUIRED WHEN THE DEPARTMENT OF TRANSPORTATION IS THE CONTRACTING AUTHORITY, OR WHEN SPECIFIED IN THE CONTRACT DOCUMENTS.)



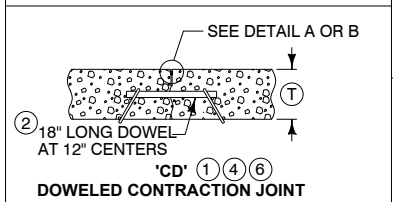
DETAIL D-2
(REQUIRED WHEN THE DEPARTMENT OF TRANSPORTATION IS THE CONTRACTING AUTHORITY, OR WHEN SPECIFIED IN THE CONTRACT DOCUMENTS.)



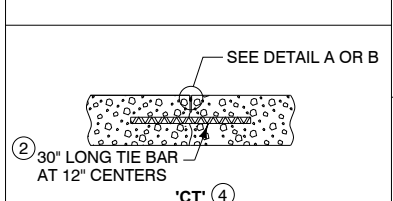
'B'
PLAIN JOINT
(ABUTTING DISSIMILAR PAVEMENT SLABS)



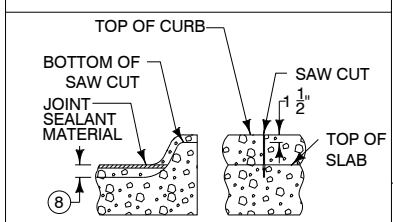
'C'
CONTRACTION JOINT



'CD'
DOWELED CONTRACTION JOINT

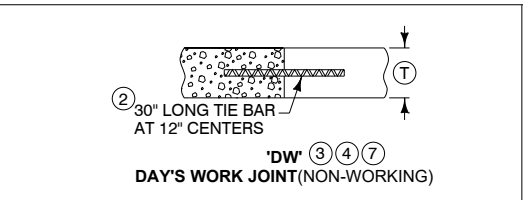


'CT'
TIED CONTRACTION JOINT

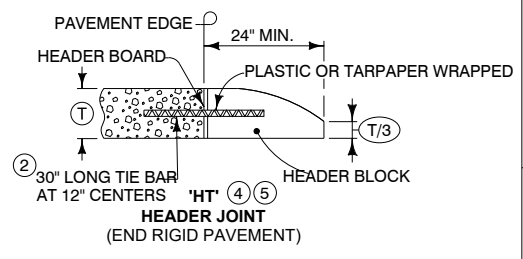


'C' JOINT IN CURB
(MATCH 'CT', 'CD', OR 'C' JOINT IN PAVEMENT.)

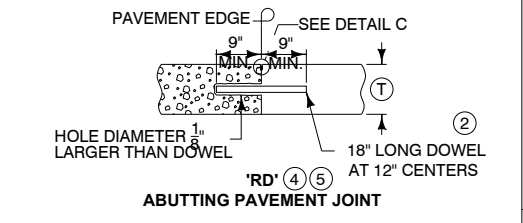
BAR SIZE TABLE		
T	DOWEL DIAMETER	TIE BAR SIZE
< 8"	3/4"	#6
≥ 8"	1 1/4"	#10



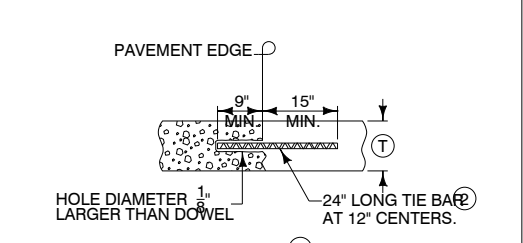
'DW'
DAY'S WORK JOINT (NON-WORKING)



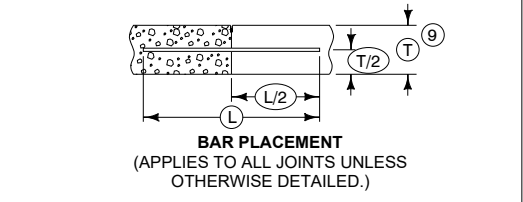
'HT'
HEADER JOINT
(END RIGID PAVEMENT)



'RT'
ABUTTING PAVEMENT JOINT RIGID TIE

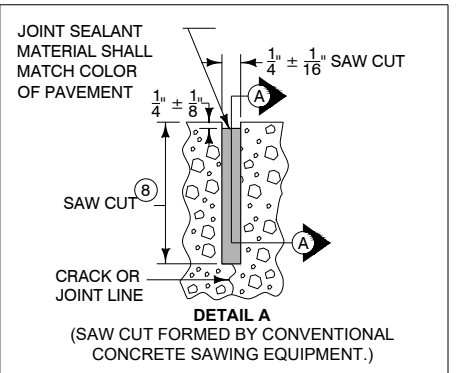


'RT'
ABUTTING PAVEMENT JOINT RIGID TIE

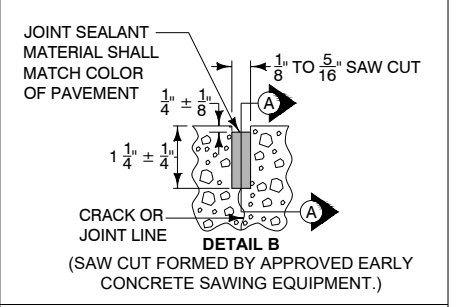


BAR PLACEMENT
(APPLIES TO ALL JOINTS UNLESS OTHERWISE DETAILED.)

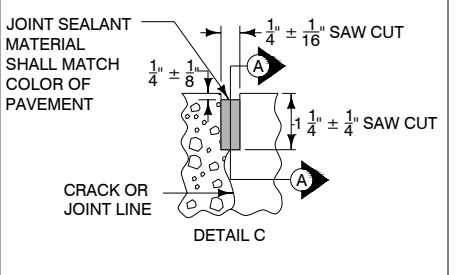
TRANSVERSE CONTRACTION JOINTS



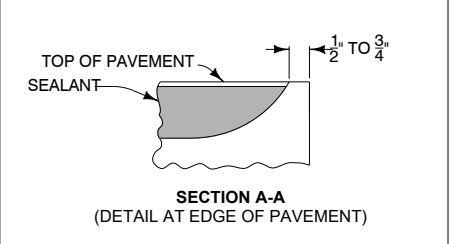
DETAIL A
(SAW CUT FORMED BY CONVENTIONAL CONCRETE SAWING EQUIPMENT.)



DETAIL B
(SAW CUT FORMED BY APPROVED EARLY CONCRETE SAWING EQUIPMENT.)



DETAIL C



SECTION A-A
(DETAIL AT EDGE OF PAVEMENT)

J:\0658\0658\Phase 1\Phase_Site\0658 - C 500 (Details).dwg - C 501 - 01-23-19 - 3:55pm - BMC345

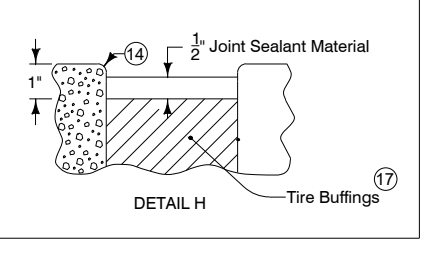
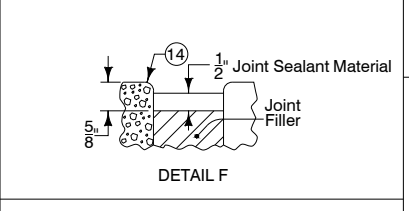
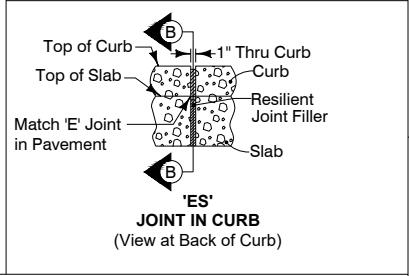
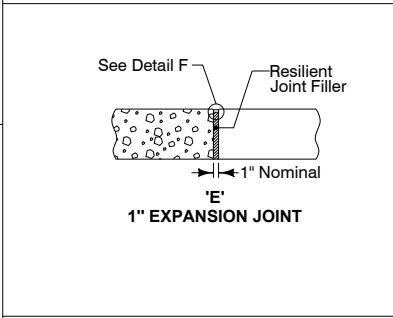
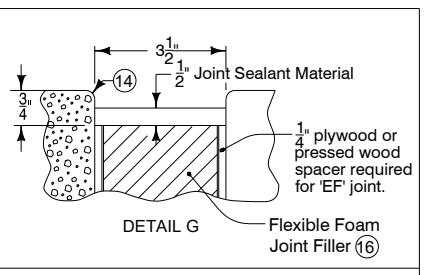
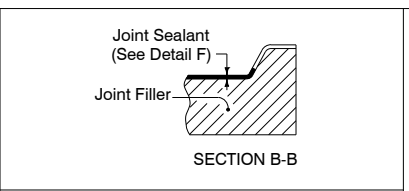
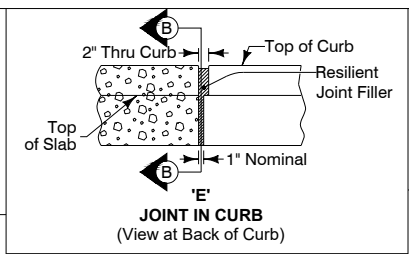
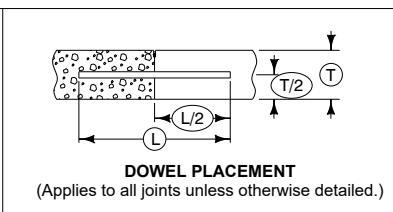
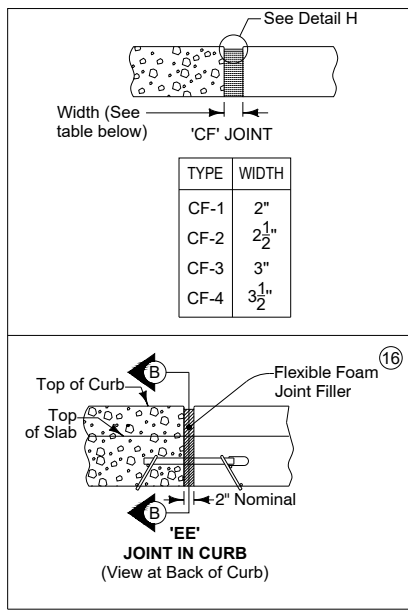
NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

CGA Clapsaddle-Garber Associates, Inc.
16 East Main Street
Marshalltown, Iowa 50158
Ph 641-752-6701
www.cgaconsultants.com

DESIGNED: LAW DATE: 06-29-2017
DRAWN: BMC DATE: 06-29-2017
CHECKED: ACD DATE: 06-29-2017
APPROVED: DATE: 06-29-2017

GREENHILL VILLAGE TOWNHOMES II
CEDAR FALLS, IOWA

DETAILS

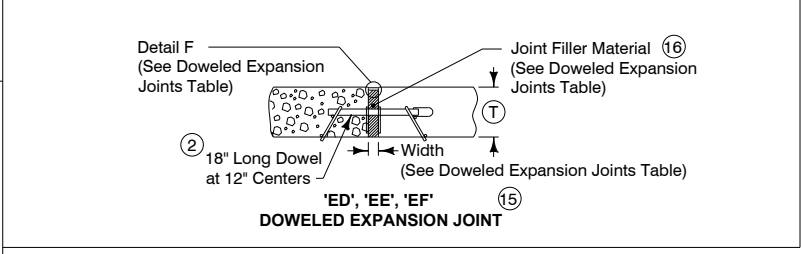


DOWELED EXPANSION JOINTS

TYPE	WIDTH	FILLER MATERIAL 16
ED	1"	Resilient (Detail F)
EE	2"	Flexible Foam (Detail F)
EF	3 1/2"	Flexible Foam (Detail G)

BAR SIZE TABLE

(T)	< 8"	≥ 8" but < 10"	≥ 10"
Dowel Diameter	3/4	1 1/4	1 1/2



EXPANSION JOINTS

- NOTES:
- PAVEMENT JOINT TYPES ARE DEPENDENT UPON POUR SEQUENCE.
 - JOINTS SHALL BE A MINIMUM OF 2' IN LENGTH AND HAVE AN ANGLE OF 70° OR MORE.
 - MAXIMUM JOINT SPACING IS AS FOLLOWS:
TRANSVERSE = 15'
LONGITUDINAL = 12.5'
- SEE DOWEL ASSEMBLIES FOR FABRICATION DETAILS.
 - SEE BAR SIZE TABLE.
 - LOCATE 'DW' JOINT AT A MID-PANEL LOCATION BETWEEN FUTURE 'C' OR 'CD' JOINTS. PLACE NO CLOSER THAN 5 FEET TO A 'C' OR 'CD' JOINT.
 - PLACE BARS WITHIN THE LIMITS SHOWN UNDER DOWEL ASSEMBLIES.
 - EDGE WITH 1/4 INCH TOOL FOR LENGTH OF JOINT INDICATED IF FORMED; EDGING NOT REQUIRED WHEN CUT WITH DIAMOND BLADE SAW. REMOVE HEADER BLOCK AND BOARD WHEN SECOND SLAB IS PLACED.
 - UNLESS OTHERWISE SPECIFIED, USE 'CD' TRANSVERSE CONTRACTION JOINTS IN MAINLINE PAVEMENT WHEN (T) IS GREATER OR EQUAL TO 8 INCHES. USE 'C' JOINTS WHEN (T) IS LESS THAN 8 INCHES.
 - 'RT' JOINT MAY BE USED IN LIEU OF 'DW' JOINT AT THE END OF THE DAYS WORK. REMOVE ANY PAVEMENT DAMAGED DUE TO THE DRILLING AT NO ADDITIONAL COST TO THE CONTRACTING AUTHORITY.
 - SAW 'CD' JOINT TO A DEPTH OF T/3 ± 1/4"; SAW 'C' JOINT TO A DEPTH OF T/4 ± 1/4".
 - WHEN TYING INTO OLD PAVEMENT, (T) REPRESENTS THE DEPTH OF SOUND PCC.
 - BAR SUPPORTS MAY BE NECESSARY FOR FIXED FORM PAVING TO ENSURE THE BAR REMAINS IN A HORIZONTAL POSITION IN THE PLASTIC CONCRETE.
 - SAWING OR SEALING OF JOINT NOT REQUIRED.
 - THE FOLLOWING JOINTS ARE INTERCHANGEABLE, SUBJECT TO THE POURING SEQUENCE:
'BT-1', 'L-1', AND 'KT-1'
'KT-2' AND 'L-2'
'KT-3' AND 'L-3'
 - SEALANT OR CLEANING NOT REQUIRED.
 - EDGE WITH 1/4 INCH TOOL FOR LENGTH OF JOINT INDICATED IF FORMED; EDGING NOT REQUIRED WHEN CUT WITH DIAMOND BLADE SAW.
 - SEE DOWEL ASSEMBLIES FOR FABRICATION DETAILS AND PLACEMENT LIMITS. COAT THE FREE END OF DOWEL BAR TO PREVENT BOND WITH PAVEMENT. AT INTAKE LOCATIONS, DOWEL BARS MAY BE CAST-IN-PLACE.
 - PREDRILL OR PREFORM HOLES IN JOINT MATERIAL FOR APPROPRIATE DOWEL SIZE.
 - COMPACT TIRE BUFFINGS BY SPADING WITH A SQUARE-NOSE SHOVEL.

Joint	Type			Method of Load Transfer				Thermal movement				Comments
	Transverse	Longitudinal	Expansion	Aggregate Interlock	Key	Tie Bar	Dowel Bar	Doweled to allow movement	Tied to prevent movement	Expansion joint allows movement	Lack of reinforcing allows movement	
B	X	X									X	Used between dissimilar materials or when other joints are not suitable.
C	X			X							X	Transverse joint used when T < 8 in. May also be used on non-primary routes if AADIT < 200 vpd.
CD	X			X			X	X				Transverse joint used when T ≥ 8 in. Use C joint when joint length is 2 ft.
CT	X			X		X			X			Specialty tied contraction joint.
DW	X					X			X			Used by contractor as a stopping point.
HT	X					X			X			Used at the end of rigid pavement prior to placement of second slab.
RD	X						X	X				Joint between new and existing pavements, dowels are used.
RT	X					X			X			Joint between new and existing pavements, tie bars are used.
BT-1		X							X			Longitudinal joint used when T < 8 in, interchangeable with L-1 depending on paving sequence.
BT-2		X							X			Used when L-2 and the KT-2 are not possible, T ≥ 8 in.
BT-3		X							X			Joint used between new and existing pavements. Tie bars are used when T ≥ 8 in.
BT-4		X							X			Joint used between new and existing pavements. Tie bars are used when T ≥ 8 in.
BT-5		X							X			Joint used between new and existing pavements. Tie bars are used when T < 8 in.
K		X			X						X	T > 8 in. minimal usage.
KS		X			X				X			Used in reinforced pavements.
KT-1		X			X				X			Longitudinal joint used when T < 8 in, interchangeable with L-1 depending on paving sequence.
KT-2		X			X				X			Longitudinal joint used when T < 8 in, interchangeable with L-2 depending on paving sequence.
KT-3		X			X				X			Longitudinal joint used when T < 8 in, interchangeable with L-3 depending on paving sequence.
L-1		X		X					X			Longitudinal joint used when T < 8 in, interchangeable with BT-1.
L-2		X		X					X			Longitudinal joint used when T ≥ 8 in, interchangeable with KT-2 depending on paving sequence.
L-3		X		X					X			Longitudinal joint used with pavement of large width, interchangeable with KT-3 depending on paving sequence.
CF	X		X								X	4 in expansion joint.
E	X	X	X								X	1 in expansion joint.
E	X						X	X			X	1 in doweled expansion joint.
EE	X						X	X			X	2 in doweled expansion joint.
EF	X						X	X			X	4 in doweled expansion joint.
ES			X								X	Used in curb to match expansion joint in pavement.

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

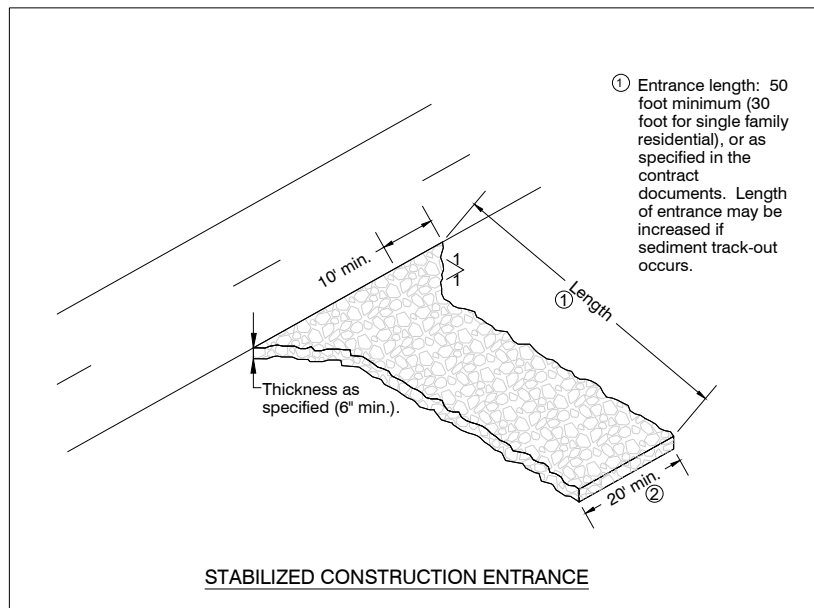
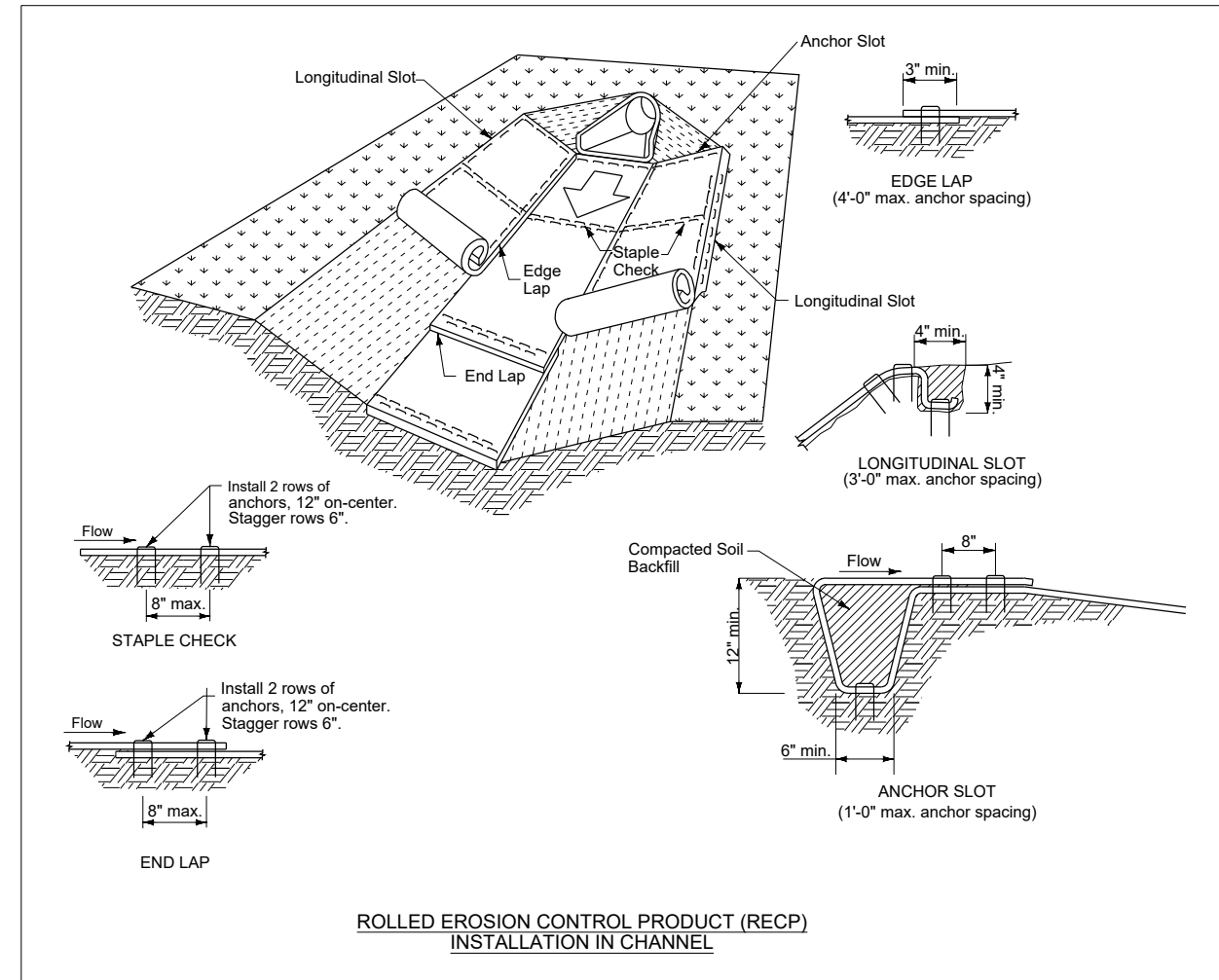
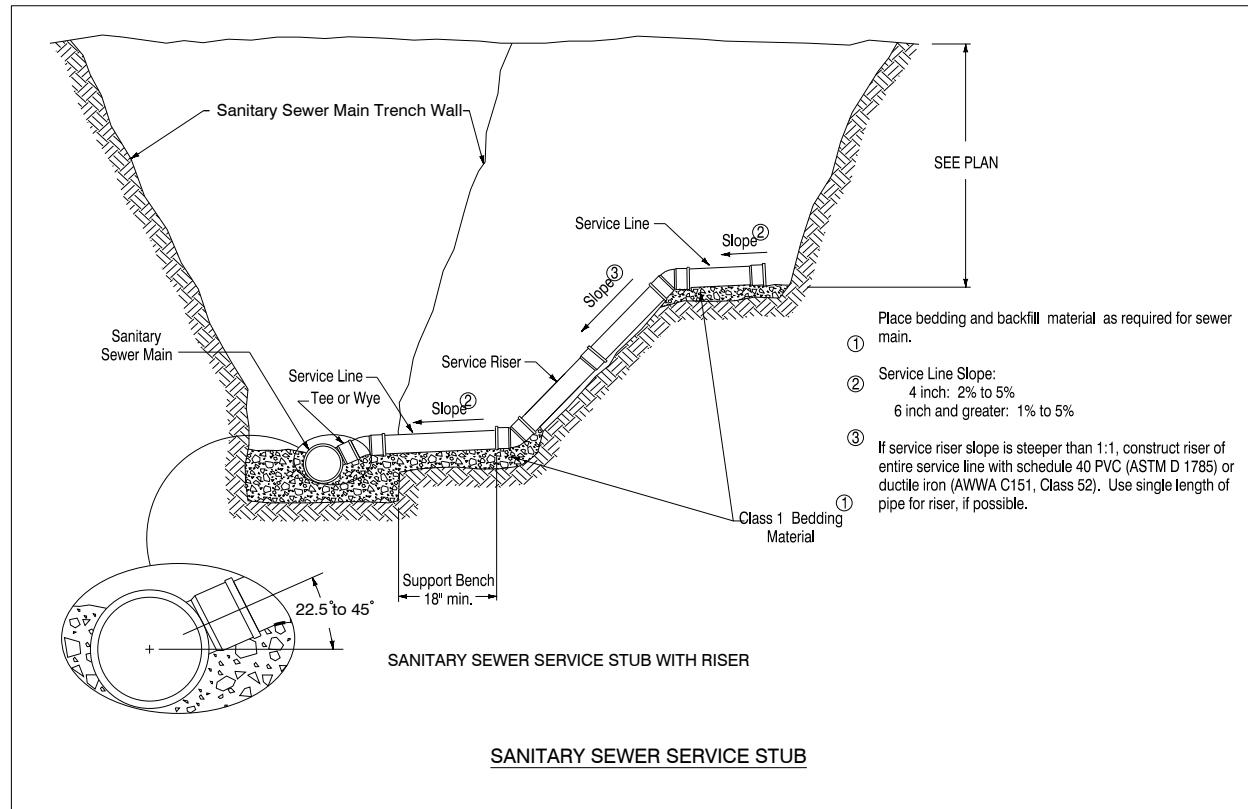


DESIGNED: LAW DATE: 06-29-2017
 DRAWN: BMC DATE: 06-29-2017
 CHECKED: ACD DATE: 06-29-2017
 APPROVED: DATE: 06-29-2017

GREENHILL VILLAGE TOWNHOMES II
 CEDAR FALLS, IOWA

DETAILS

J:\0658\0658\Phase 1\Phase_Site\0658 - C 500 (Details).dwg - C 502 - 01-23-19 - 3:55pm - BMC545



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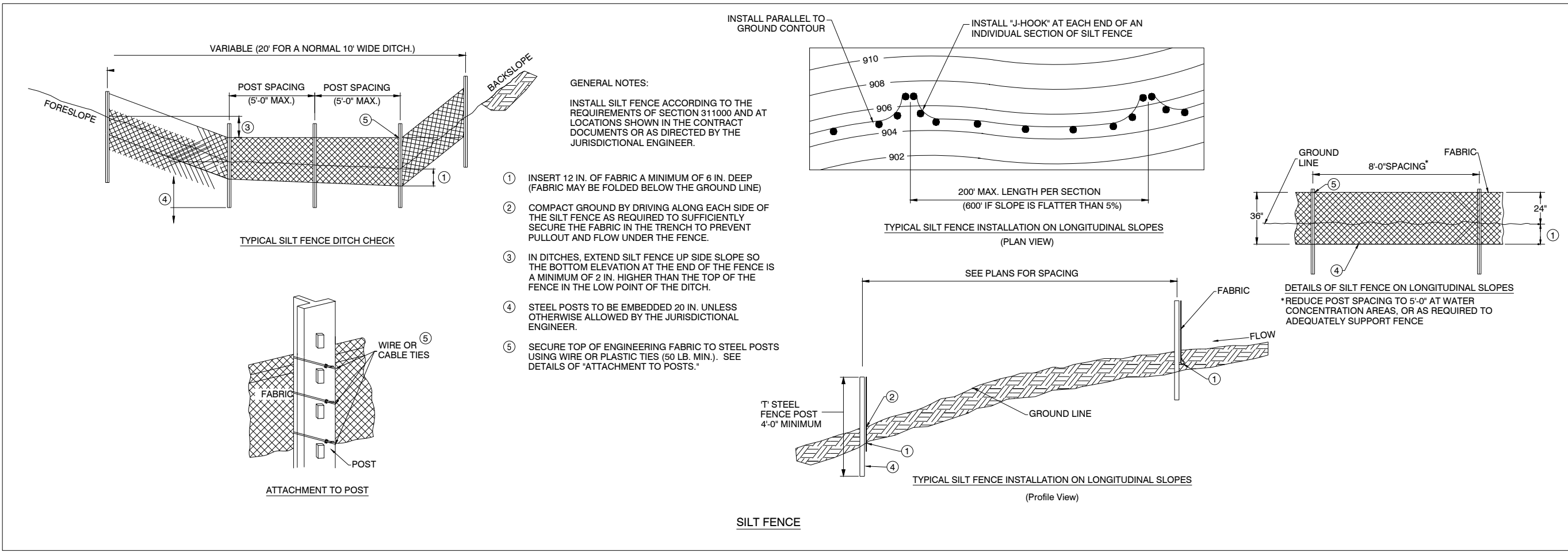
NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

CGA Clapsaddle-Garber Associates, Inc.
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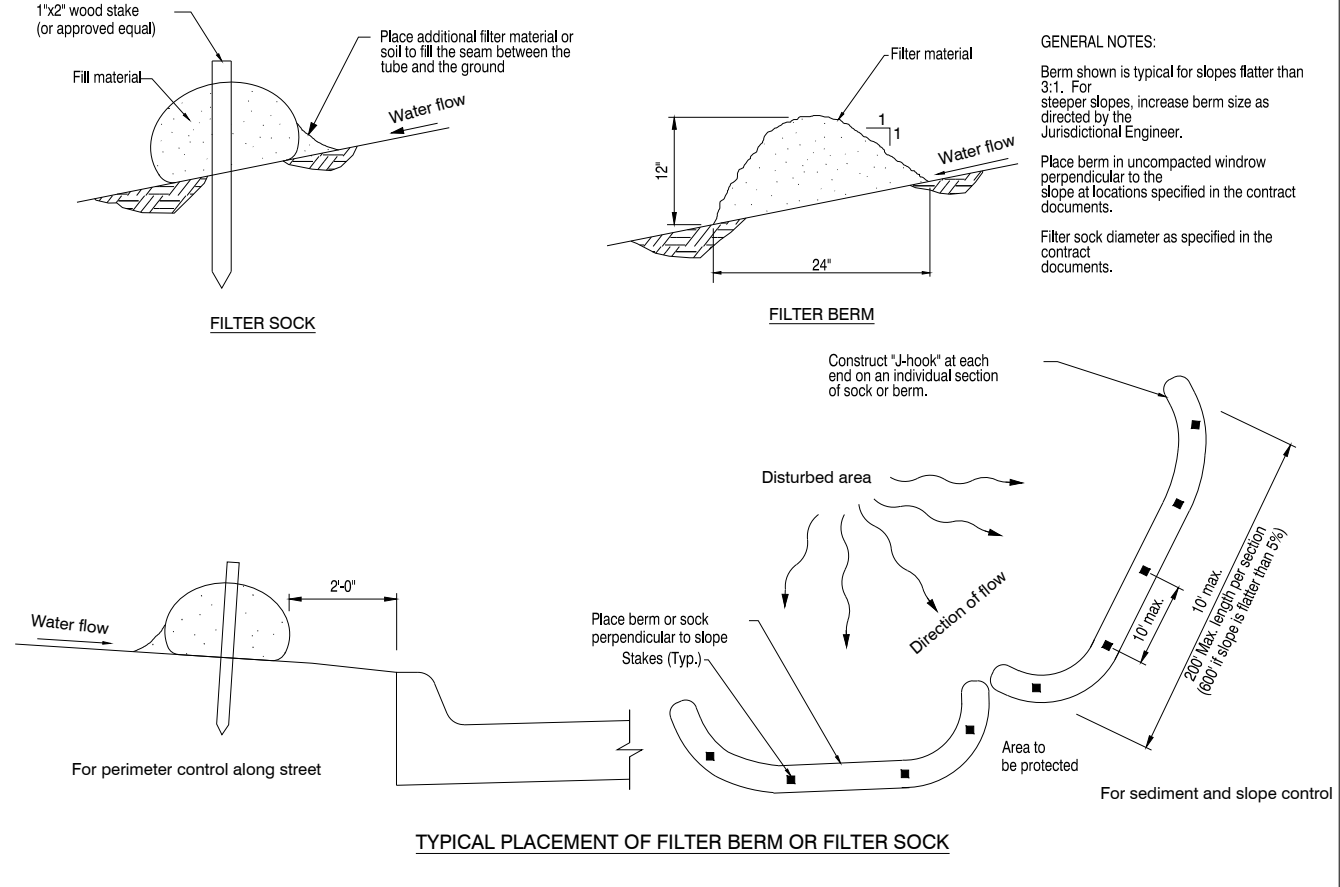
DESIGNED: LAW DATE: 06-29-2017
DRAWN: BMC DATE: 06-29-2017
CHECKED: ACD DATE: 06-29-2017
APPROVED: DATE: 06-29-2017

GREENHILL VILLAGE TOWNHOMES II
CEDAR FALLS, IOWA

DETAILS



SILT FENCE



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

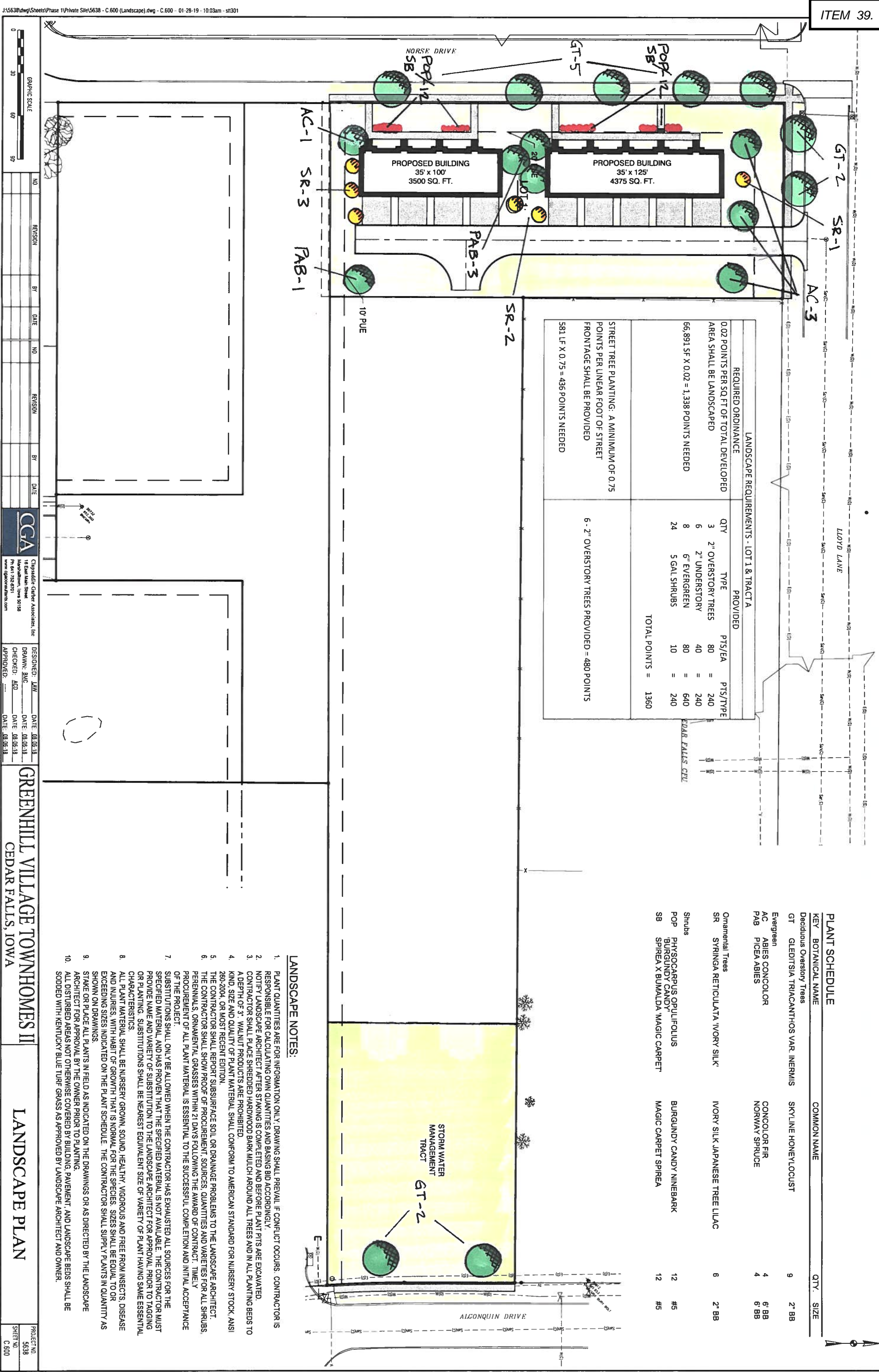
CGA Clapsaddle-Garber Associates, Inc.
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DESIGNED: LAW DATE: 06-29-2017
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GREENHILL VILLAGE TOWNHOMES II
 CEDAR FALLS, IOWA

DETAILS

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LANDSCAPE REQUIREMENTS - LOT 1 & TRACT A

REQUIRED ORDINANCE	PROVIDED	PTS/EA	PTS/TYPE
0.02 POINTS PER SQ. FT. OF TOTAL DEVELOPED AREA SHALL BE LANDSCAPED	3 2" OVERSTORY TREES	80	= 240
	6 2" UNDERSTORY	40	= 240
66,891 SF X 0.02 = 1,338 POINTS NEEDED	8 6" EVERGREEN	80	= 640
	24 5 GAL SHRUBS	10	= 240
			TOTAL POINTS = 1360

STREET TREE PLANTING: A MINIMUM OF 0.75 POINTS PER LINEAR FOOT OF STREET FRONTAGE SHALL BE PROVIDED
581 LF X 0.75 = 436 POINTS NEEDED

6 - 2" OVERSTORY TREES PROVIDED = 480 POINTS

PLANT SCHEDULE

KEY	BOTANICAL NAME	COMMON NAME	QTY.	SIZE
GT	Deciduous Overstory Trees	SKYLINE HONEYLOCUST	9	2" BB
GT	GLEDITSIA TRIACANTHOS VAR. INERMIS			
Evergreen	ABIES CONCOLOR	CONCOLOR FIR	4	6" BB
AC	PICEA ABIES	NORWAY SPRUCE	4	6" BB
Ornamental Trees	SYRINGA RETICULATA 'IVORY SILK'	IVORY SILK JAPANESE TREE LILAC	6	2" BB
SR				
Shrubs	PHYSOCARPUS OPULIFOLIUS	BURGUNDY CANDY NINEBARK	12	#5
POP	'BURGUNDY CANDY'			
SB	SPIREA X BUWALDA 'MAGIC CARPET'	MAGIC CARPET SPIREA	12	#5

LANDSCAPE NOTES:

1. PLANT QUANTITIES ARE FOR INFORMATION ONLY. DRAWINGS SHALL PREVAIL IF CONFLICT OCCURS. CONTRACTOR IS RESPONSIBLE FOR CALCULATING OWN QUANTITIES AND BIDDING BID ACCORDINGLY.
2. NOTIFY LANDSCAPE ARCHITECT AFTER STAKING IS COMPLETED AND BEFORE PLANT PITS ARE EXCAVATED.
3. CONTRACTOR SHALL PLACE SHREDED HARDWOOD BARK MULCH AROUND ALL TREES AND IN ALL PLANTING BEDS TO A DEPTH OF 3" WALNUT PRODUCTS ARE PROHIBITED.
4. KIND, SIZE AND QUALITY OF PLANT MATERIAL SHALL CONFORM TO AMERICAN STANDARD FOR NURSERY STOCK, ANSI 288-2004, OR MOST RECENT EDITION.
5. THE CONTRACTOR SHALL REPORT SUBSURFACE SOIL OR DRAINAGE PROBLEMS TO THE LANDSCAPE ARCHITECT.
6. THE CONTRACTOR SHALL SHOW PROOF OF PROCUREMENT, SOURCES, QUANTITIES AND VARIETIES FOR ALL SHRUBS, PERENNIALS, ORNAMENTAL GRASSES WITHIN 21 DAYS FOLLOWING THE AWARD OF CONTRACT. TIMELY PROCUREMENT OF ALL PLANT MATERIAL IS ESSENTIAL TO THE SUCCESSFUL COMPLETION AND INITIAL ACCEPTANCE OF THE PROJECT.
7. SUBSTITUTIONS SHALL ONLY BE ALLOWED WHEN THE CONTRACTOR HAS EXHAUSTED ALL SOURCES FOR THE SPECIFIED MATERIAL, AND HAS PROVEN THAT THE SPECIFIED MATERIAL IS NOT AVAILABLE. THE CONTRACTOR MUST PROVIDE NAME AND VARIETY OF SUBSTITUTION TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO TAGGING OR PLANTING. SUBSTITUTIONS SHALL BE NEAREST EQUIVALENT SIZE OF VARIETY OF PLANT HAVING SAME ESSENTIAL CHARACTERISTICS.
8. ALL PLANT MATERIAL SHALL BE NURSERY GROWN, SOUND, HEALTHY, VIGOROUS AND FREE FROM INSECTS, DISEASE AND INJURIES, WITH HABIT OF GROWTH THAT IS NORMAL FOR THE SPECIES. SIZES SHALL BE EQUAL TO OR EXCEEDING SIZES INDICATED ON THE PLANT SCHEDULE. THE CONTRACTOR SHALL SUPPLY PLANTS IN QUANTITY AS SHOWN ON DRAWINGS.
9. STAKE OR PLACE ALL PLANTS IN FIELD AS INDICATED ON THE DRAWINGS OR AS DIRECTED BY THE LANDSCAPE ARCHITECT FOR APPROVAL BY THE OWNER PRIOR TO PLANTING.
10. ALL DISTURBED AREAS NOT OTHERWISE COVERED BY BUILDING, PAVEMENT, AND LANDSCAPE BEDS SHALL BE SODDED WITH KENTUCKY BLUE TURF GRASS AS APPROVED BY LANDSCAPE ARCHITECT AND OWNER.

J:\5638\dwg\Sheets\Phase 1\Private Site\5638 - C.600 (Landscape).dwg - C.600 - 01-28-19 - 10:03am - stt301

GRAPHIC SCALE: 0 30 60 90

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

CGA
Cityplanner/Gardner Associates, Inc.
14 East Main Street
Masonville, Iowa 50158
Ph: 641.732.2710
Fax: 641.732.2710
www.cgaia.com

DESIGNED: LAW DATE: 08.06.18
DRAWN: BMC DATE: 08.06.18
CHECKED: ADD DATE: 08.06.18
APPROVED: DATE: 08.06.18

GREENHILL VILLAGE TOWNHOMES II
CEDAR FALLS, IOWA

LANDSCAPE PLAN

PROJECT NO. 5638
SHEET NO. C.600



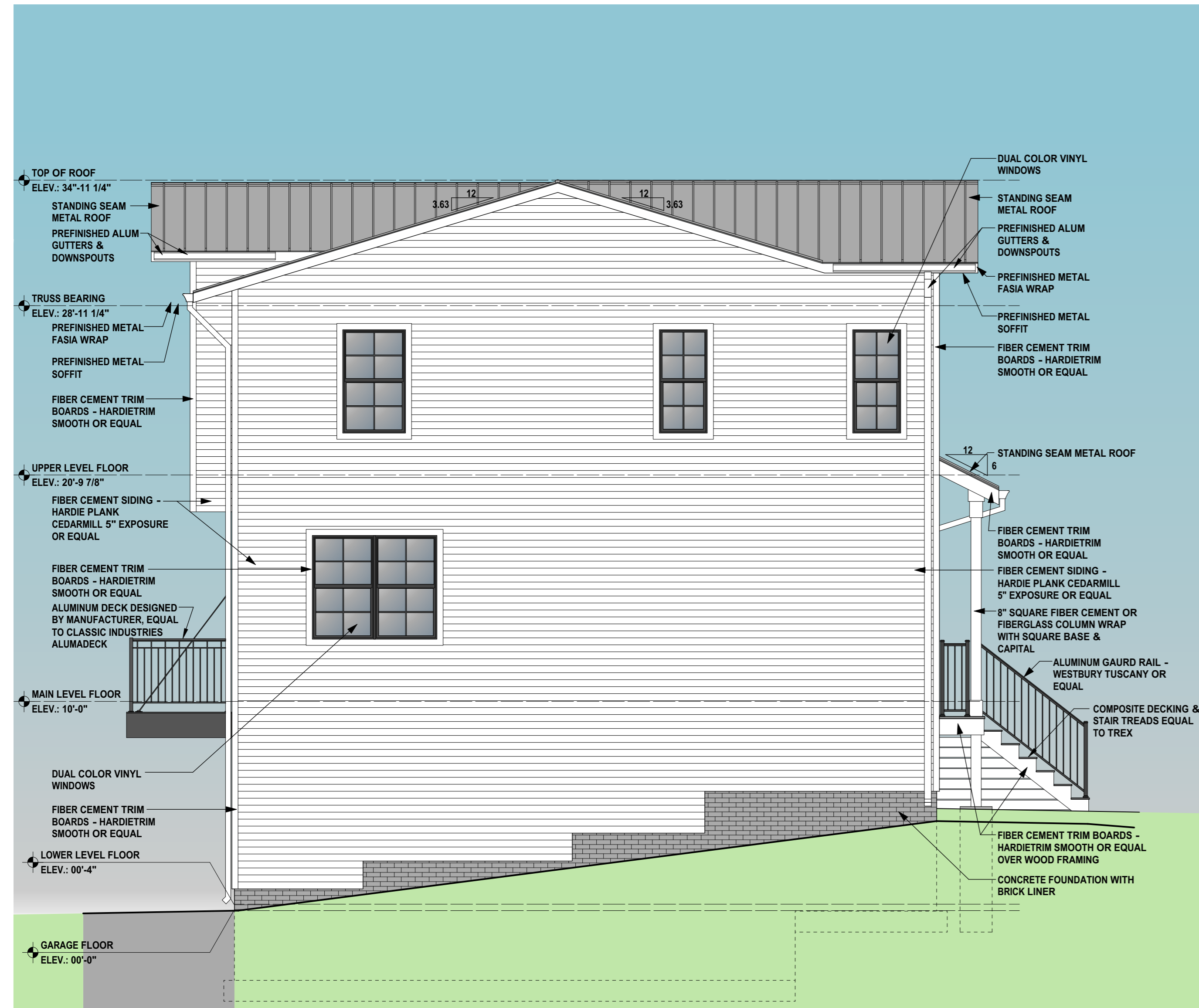
5 Unit Front Elevation

Scale: 1/4" = 1'-0"

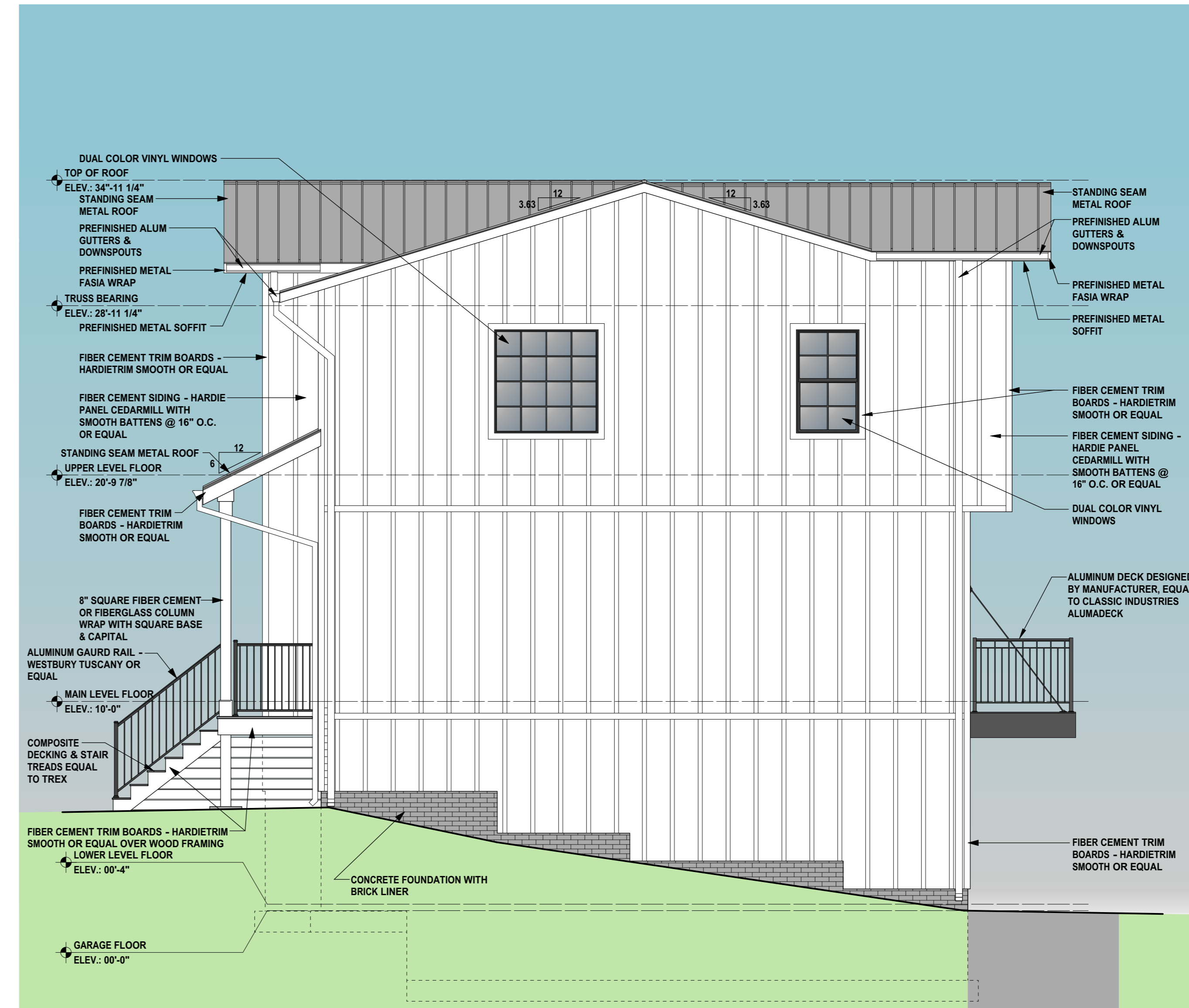


5 Unit Rear Elevation

Scale: 1/4" = 1'-0"

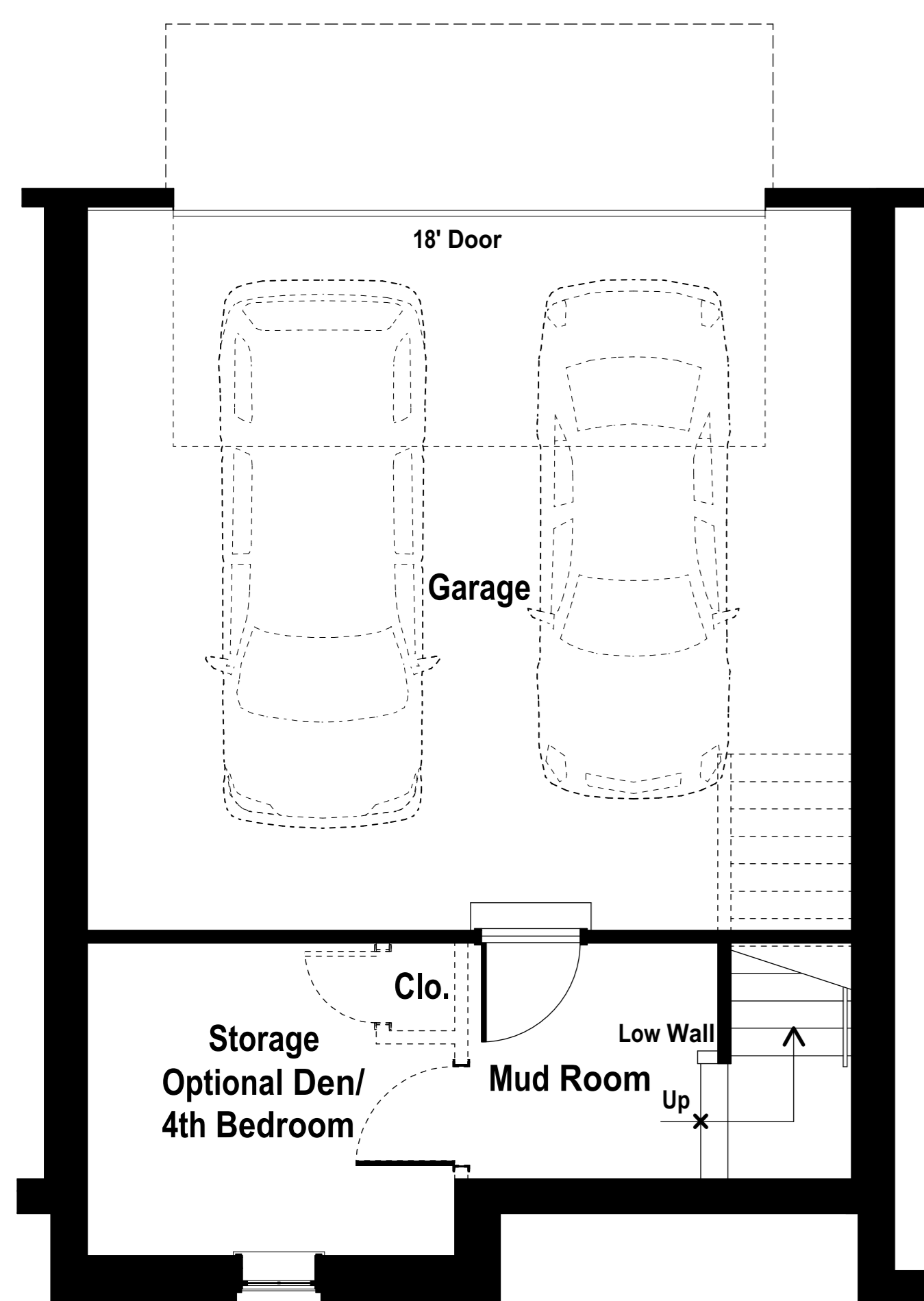
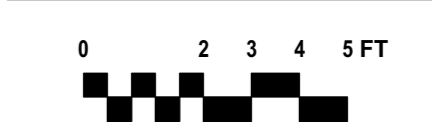


Side Elevation
Scale: 1/4" = 1'-0"

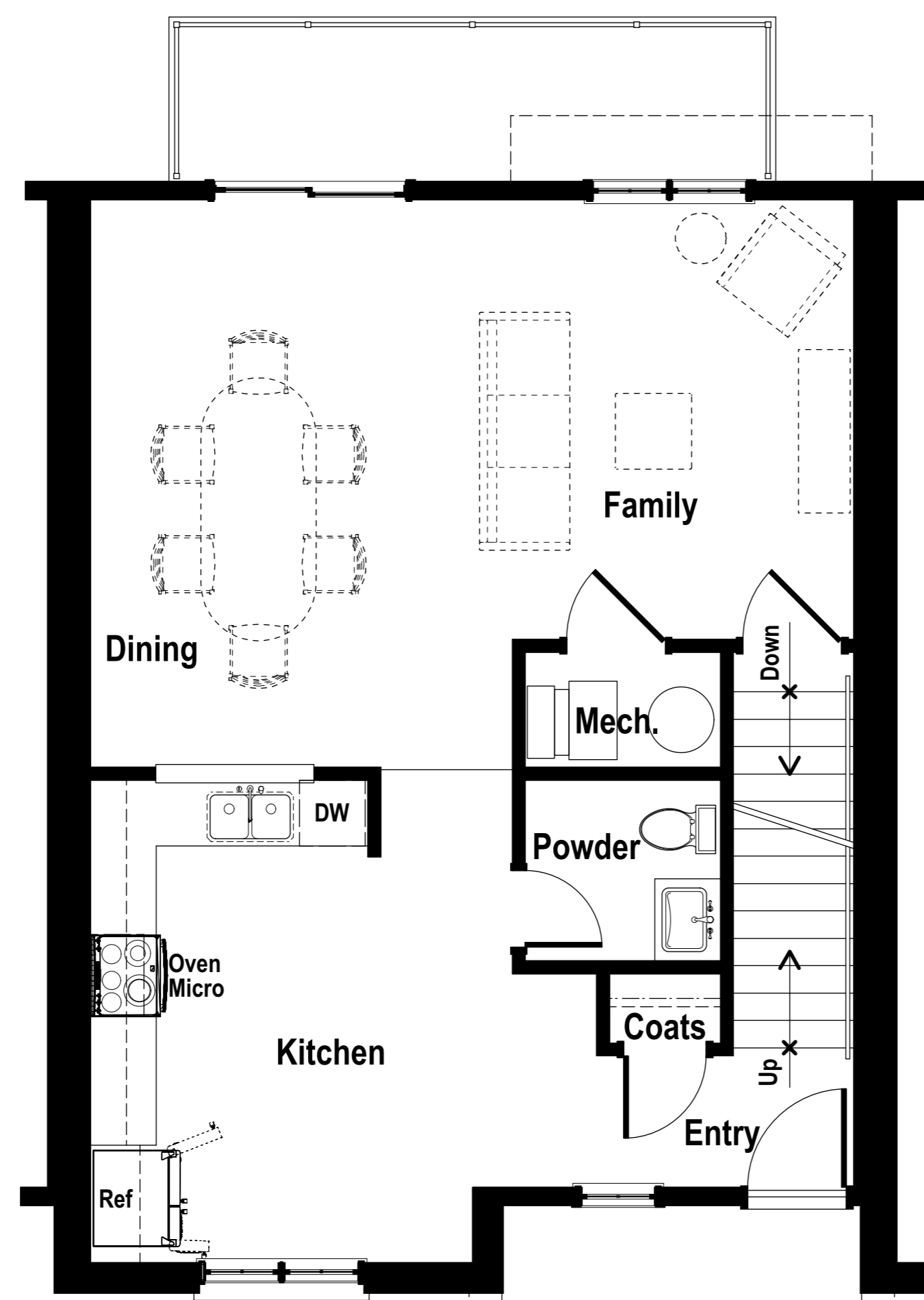


Side Elevation
Scale: 1/4" = 1'-0"

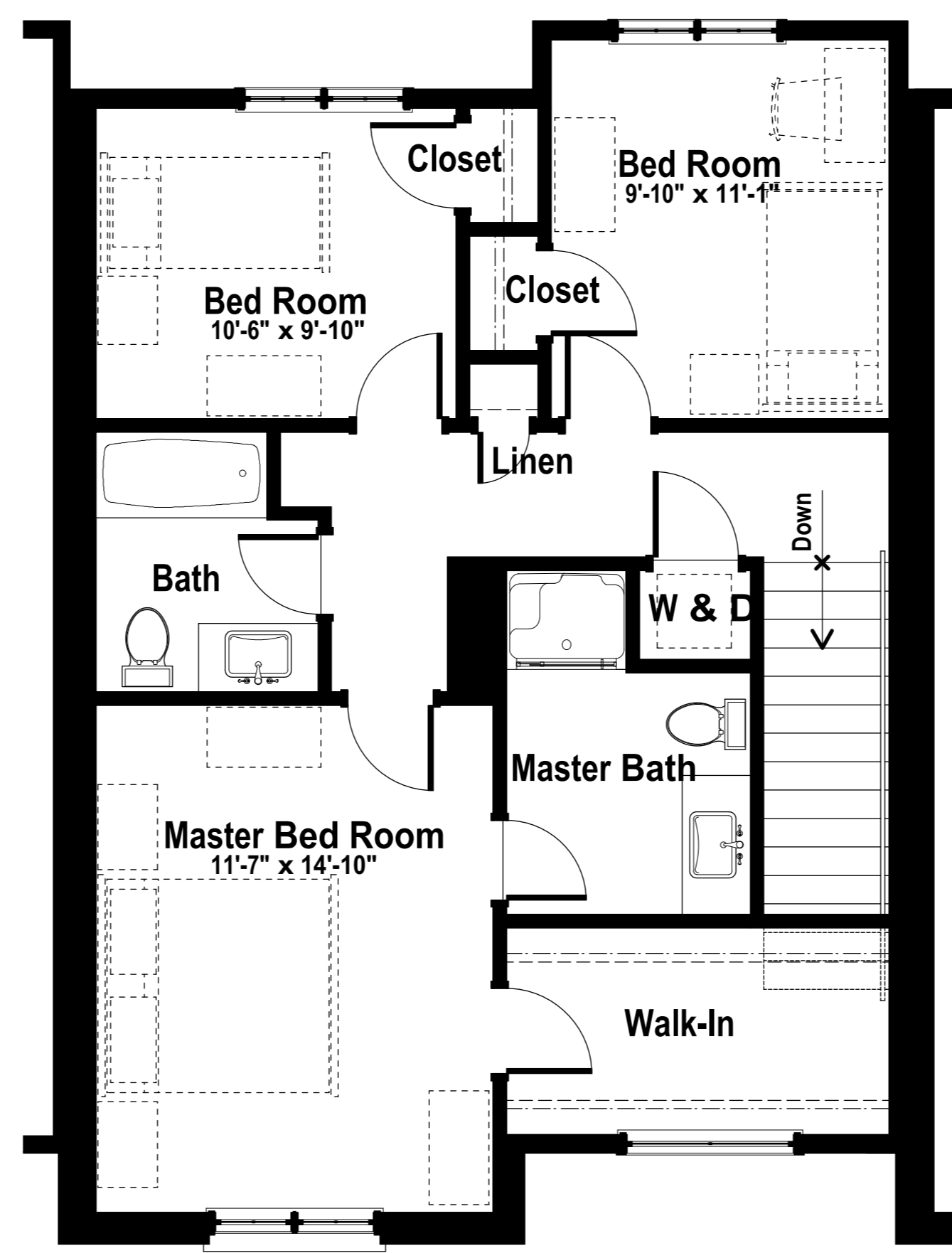
Proposed Condo Unit



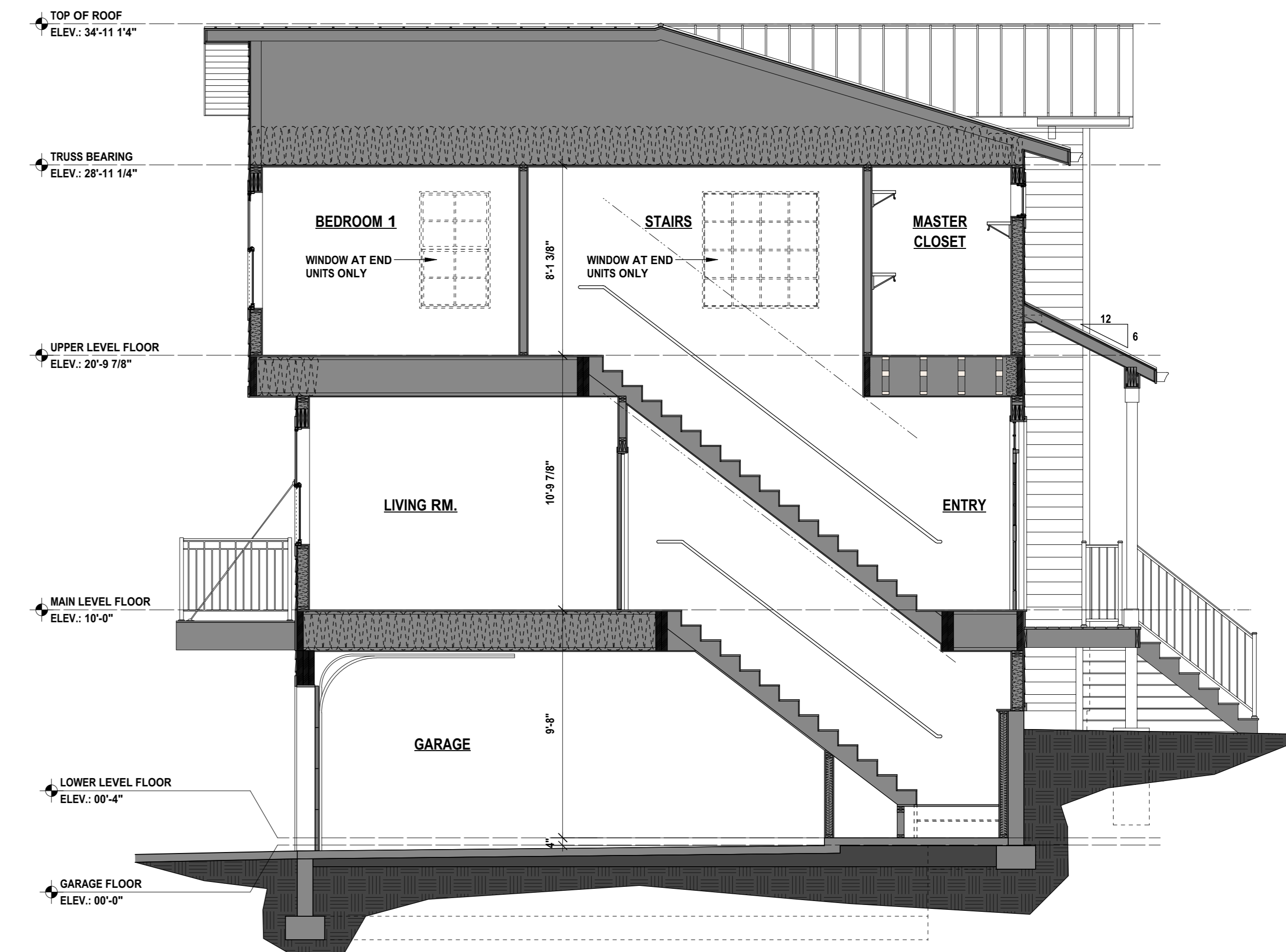
Lower Level
Scale: 1/4" = 1'-0"



Main Level
Scale: 1/4" = 1'-0"



Upper Level
Scale: 1/4" = 1'-0"



Building Section
Scale: 1/4" = 1'-0"



4 Unit Front Elevation
Scale: 1/4" = 1'-0"



4 Unit Rear Elevation
Scale: 1/4" = 1'-0"

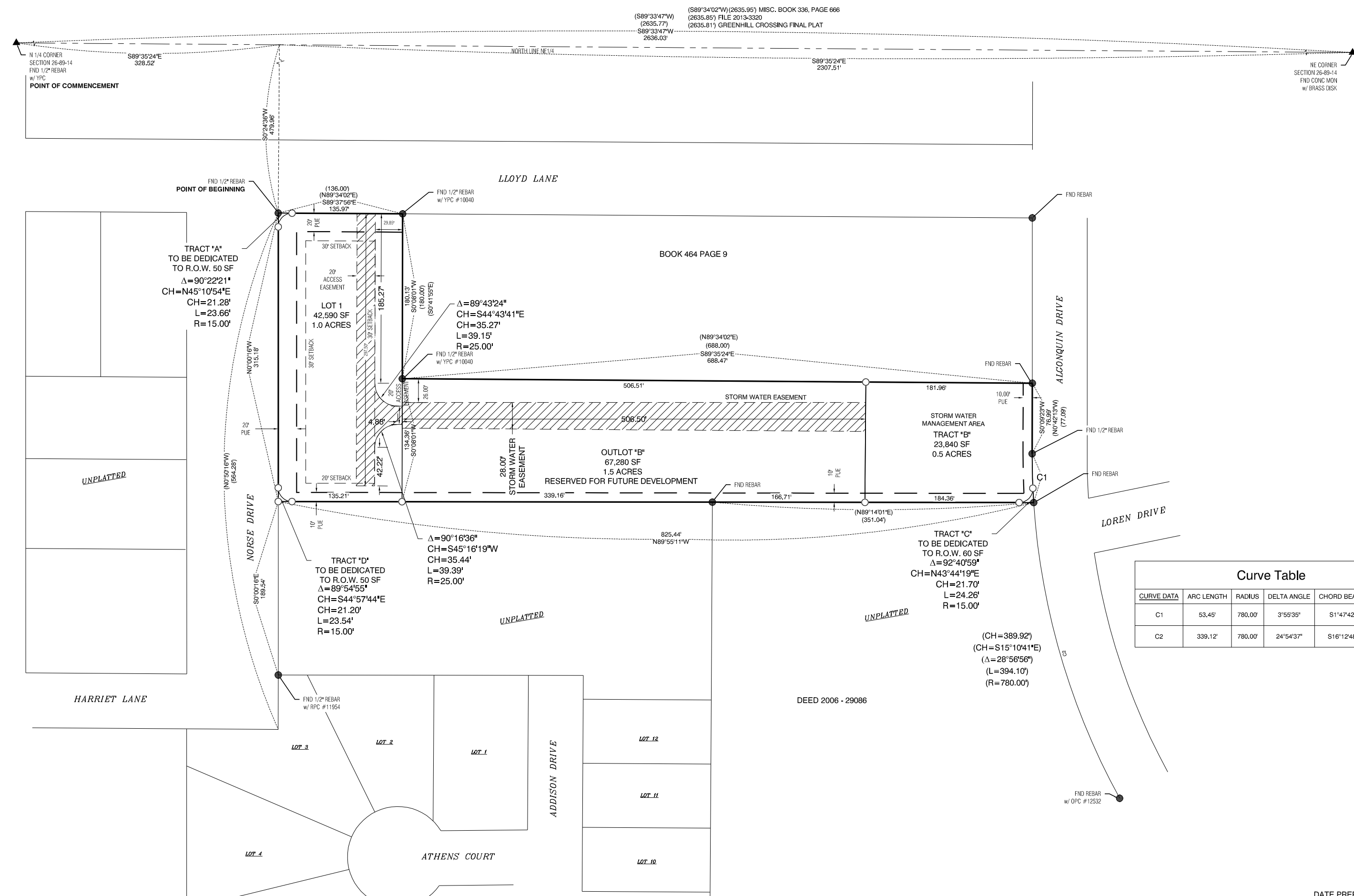




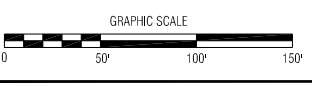
ITEM 39.







Curve Table					
CURVE DATA	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD
C1	53.45'	780.00'	3°59'35"	S1°47'42"E	53.44'
C2	339.12'	780.00'	24°54'37"	S16°12'48"E	336.45'



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE
7	CITY COMMENTS	BMC	5-13-2019				
8	CITY COMMENTS	KMN	6-27-2019				



DESIGNED: _____ DATE: _____
 DRAWN: BMC DATE: 5-13-19
 CHECKED: _____ DATE: _____
 APPROVED: _____ DATE: _____

GREENHILL VILLAGE TOWNHOMES II
CEDAR FALLS, IOWA

FINAL PLAT

DATE PREPARED: 6/27/2019

J:\6568.dwg (Survey)\Revised Final Plat 11-29-2018\6568 Final Plat Sheet 2 - 5-13-19.dwg - CGA Plan - 07-01-19 - 9:58am - cap288

Dear Planning and Zoning Committee,

My name is Michele Hanson, my family and I have lived at 1517 Athens Ct. in Greenhill Village for nine years. My children have grown up here, rode their bikes through the neighborhood, and we have enjoyed living here with our neighbors, so you can imagine our shock and dismay at the note we received January 17th inviting us to a meeting with the Planning & Zoning on January 23rd. Not only was this short notice but this letter was only sent out to only a small handful of neighbors with many that this will affect not receiving this letter at all. The big shocker in all this is that the notice was to let us know about a meeting scheduled to discuss the plan for the area directly behind our house to be developed with townhomes! This is a huge punch in the gut shocker because this land has always been in the plans to be developed into more "single family" homes! My husband is the president of our HOA and at NO time did he, the HOA, nor anyone in this neighborhood received any notice of any meetings prior to this stating that these plans had changed and that this land had been rezoned from single family homes to multifamily (Townhouse/apartments). In doing our research, and with the help of Shane Graham it was brought to our neighborhood associations attention that meetings were held on March 28 (P & Z) to ask for this property to be amended with density of townhomes and then on April 16 (City Council resolution #21,071) which approved this request! These meetings were held WITHOUT any of us in Greenhill Village ever being notified! I believe this takes away our rights to attend and share our thoughts on what happens in "OUR" neighborhood!

From the meeting minutes :(Mr. Holst verified that notifications were sent to the neighbors.)

Did it not seem strange to all involved that not one homeowner from GV was there to object to this idea or share their concerns? That's because you took away our rights which we will share with the lawyer we have retain this to represent Greenhill Village in this matter.

We ask for your help and fairness in this matter!

I sent out a questioner on our GV website to the neighbors that were supposedly sent the notice back on 3/19/18 and NOT ONE received this letter! It is highly unlikely that this many letters just happen to be lost in the mail. These notices were never sent! We are asking that the amendment made to this property from single family homes to multifamily units on April 16, when it was unanimously voted upon be the city council again without any notice to GV families be reversed!

Send out notices this time and follow the correct protocol that is put in place for a reason that allows homeowners to express their concerns when it comes to their neighborhood!

These are some of the concerns that our HOA and surrounding neighbors have with this plan:

- DENSITY of multi-family units vs single family homes in this neighborhood. We have seen the plans of 40 units / 8 complexes in the area starting with the two in the northwest corner.
- TRAFFIC getting onto Greenhill Road has been a concern for some time and is near impossible at Ashworth and Hudson turning south. Many neighbors choose to drive to Erik and Hudson which increases the neighborhood traffic and that will only be increased with Addison being extended and traffic going from Harriet and Hudson turning south.
- RUNOFF while yes you have plans for a retention pond, our neighborhood ponds have overflowed this past year alone due to heavy rains and what are the plans for this pond? It will flood and run into the neighboring yards of those who's backyards are on Addison and Ashworth and this area is a wet land area that already has standing water in it at any given time.
- BUFFER/PRIVACY the area that is in the plans to be densified by these multi-family homes (40 units/8 complexes) is an extreme density in one area without sufficient buffer between single family homes and multi-unit buildings. The fact that 3 story townhouse will be looking into our ranch home is an invasion of our privacy! The fact that the driveway to one of these units will be directly perpendicular to our yard which means that the lights from the vehicles will be shining directly into our house!
- PROPERTY VALUE we all know this will bring revenue through taxes but what about the value of our homes? We all know this answer!

Respectfully,

Michele Hanson

From: Robin Frost <frostrr@gmail.com>
Sent: Monday, January 28, 2019 8:39 PM
To: Iris Lehmann
Subject: Greenhill Village Townhomes II

ITEM 39.

Follow Up Flag: Follow up
Flag Status: Completed

Dear Ms. Lehmann,

I am writing to express my concern at the total lack of communication the Greenhill Village neighborhood has received about the change in the bordering property development. As residents of the Greenhill Village neighborhood, we have not received ANY communication from the City of Cedar Falls about the amendment to the master plan and proposed development adjacent to our homes. The first my husband and I learned of the issue was a Facebook post by a fellow resident to the Greenhill Village Facebook Group on January 23 at 4:54 p.m., approximately one hour prior to the Planning & Zoning Committee meeting. As I did not see the message until much later, I was unable to attend the meeting that evening.

Upon reviewing the memorandum in the Community Development packet, I was disturbed to learn there had been an amendment to the Greenhill Village master plan last April (2018) to allow the area to be developed as townhomes rather than the original intention of single-family homes. I was further disturbed that neither my household, nor any of the neighbors, had received communication about the meeting or potential change prior to last April's decision. I have heard indirectly that the city's records show it sent notices about such a meeting. However, my own records (along with all of my neighbors') show that no such letter was received.

I assure you that as a new resident to Greenhill Village (as of December 2017) I was hyper-aware that development may be possible nearby, so I would have been vigilant about any communication that came from the city about this subject.

Furthermore, we did not receive a notice of the Planning & Zoning meeting on Jan. 23 where the proposed development was discussed, nor was the Greenhill Village Homeowners' Association notified. If the Homeowners' Association had received notice, the subject certainly would have been on the agenda for the annual HOA meeting which took place on Jan. 21, just two days prior to the Planning & Zoning meeting.

Not only am I dismayed at the total lack of communication from the City, but also at the proposed plan and its rapid progression through the development process. It is disturbing to read a plan that the neighborhood had no part in developing or influencing, and realize how far along the proposed development is in the process. As I read the recommendations and technical comments from the City technical staff and CFU, it appears that commencing development is imminent and inevitable. I am appalled that the City would allow this process to continue without following the proper channels, and with the knowledge that none of the neighborhood residents received the required written communication.

As you may know, adding rental units to a neighborhood can reduce nearby property values by 13.8% (American Community Survey) by reducing the desirability of the neighborhood due to safety and aesthetic concerns. Parking, water runoff, sewage and garbage are additional concerns, several of which are not addressed in the development request. Additionally, the City will want to consider the flooding

that occurred in the area on Labor Day 2018 when planning for drainage and runoff. Addison Drive/Athens Court had several feet of water, which impacted the basements of many nearby causing property damage (inside dwellings and to outdoor landscaping), insurance claims, and complaints to the city. As this flood event had not yet occurred when the amendment was made to the plan, surely this incident should be a factor for consideration and discussion by the city and any future developer.

ITEM 39.

I am proud to live in Cedar Falls, and specifically in Greenhill Village, but disappointed by the manner in which this issue is being handled. I respectfully request a delay in this development request in order to revisit the amendment which was made without the opportunity for neighborhood residents to weigh in, research the impact and discuss with our neighbors.

Thank you for your consideration,

Robin Frost
4718 Addison Drive
Cedar Falls

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From: Vinod Phuke <vinodphuke@gmail.com>
Sent: Friday, February 01, 2019 11:34 AM
To: Iris Lehmann
Subject: Raising concern 8-4 Town homes recently approved by planning and zoning department

ITEM 39.

Follow Up Flag: Follow up
Flag Status: Flagged

Hello Iris,

I would like to raise my concern related to 8-4 Town homes recently approved by planning and zoning department. This was originally planned for the single family homes, this change will negatively impact on living since these town homes will be rented to tenants and we are currently facing lots of traffic and parking issues, this new plan will make things worse as a member of Greenhill village family I would like to raise my concern and strongly oppose this new plan

Best regards

Vinod Phuke

1029 Amelia Dr Unit 1

Cedar Falls IA-50613

319-610-8880

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From: Larry Durchenwald <ldurch@cfu.net>
Sent: Tuesday, February 05, 2019 9:54 AM
To: Iris Lehmann
Subject: New townhouses at Greenhill Village

ITEM 39.

Members of Cedar Falls City Council;

My name is Larry Durchenwald, and my wife and I are current residents of 1525 Athens Ct. We are retired and have been part of the neighborhood since June 2013. We enjoy the neighborhood and have gotten to appreciate knowing our neighbors.

We are against the new townhouses in the area of Norse Drive, because that intersection onto Hudson Road is very busy as it is, and additional, high density, occupancy, dwellings will create a traffic issue trying to enter Hudson Road. Often, there is a line of cars waiting for the traffic light at the intersection of Greenhill Road and Hudson road, so entering Hudson Road during those situations will be very frustrating.

It is not unusual to see cars going around that tight corner of Harriet Lane and Norse Drive on the inside of the turn, no matter what direction they are going. Visibility in this corner is limited at best.

If this area is to be developed, we much prefer the addition of single family housing where properties will be better cared for by actual property owners, rather than temporary renters. We feel, also, that townhouses this close to our established neighborhood, will decrease the value of our homes.

Larry & Rita Durchenwald
1525 Athens Ct.

Cedar Falls, Iowa 50613

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From: Iris Lehmann
Sent: Monday, February 04, 2019 8:15 AM
To: 'Karmen Woelber'
Subject: RE: Greenhill Village area zoning
Attachments: Combined Staff Report - Greenhill Villiage Townhomes.pdf

ITEM 39.

Good morning Karmen,

Thank you for your email. I just want to assure you that a zoning change for apartment buildings has not been approved for this area nor is it being considered. The Planning and Zoning Commission will be considering the proposal for one (1) four-unit townhome building and one (1) five-unit townhome building at their February 13th Planning and Zoning Commission meeting. Townhomes are essentially single family units attached to one another to create a multiple unit building of 4-5 attached homes (much like duplexes). I attached for your reference the staff report from the last discussion of this project on January 23, 2019. It is our understanding that the developer intends to market these units as for sale.

Please feel free to contact me if you have any questions or if you still have any concerns with the proposal. Again the Commission will be discussing this project at their next meeting on February 13th and public comment is encouraged.

Kind regards,

Iris Lehmann, AICP
Planner II
City of Cedar Falls, Iowa
Phone: 319.268.5185

From: Karmen Woelber [<mailto:karmen@cfu.net>]
Sent: Friday, February 01, 2019 9:15 PM
To: Iris Lehmann
Subject: Greenhill Village area zoning

Ms. Lehmann,

I live at 4808 Algonquin Dr. Unit 6. I have just been informed through my homeowner's association that there are plans to change the zoning in the area in front of the water tower. Plans to change it from single family dwelling zoning to apartment zoning. I have significant concerns about the negative impact this change would have on our neighborhood and property values. I have also been told that the city states all residents in the area have been previously informed of the anticipated change. I want to state very clearly that I have **not** received any information at all regarding this issue. The first I new of it was from an email via my homeowner's association that I received today.

Respectfully yours,
Karmen Woelber

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From: Iris Lehmann
Sent: Monday, February 04, 2019 8:19 AM
To: 'Dad'
Subject: RE:
Attachments: Combined Staff Report - Greenhill Villiage Townhomes.pdf

ITEM 39.

Good morning Dean,

Thank you for your email. I just want to assure you that plans for “massive rental units” are not being considered. The Planning and Zoning Commission will be considering the proposal for one (1) four-unit townhome building and one (1) five-unit townhome building at their February 13th Planning and Zoning Commission meeting. Townhomes are essentially single family units attached to one another to create a multiple unit building of 4-5 attached homes (much like duplexes). I attached for your reference the staff report from the last discussion of this project on January 23, 2019. It is our understanding that the developer intends to market these units as for sale.

Please feel free to contact me if you have any questions or if you still have any concerns with the proposal. Again the Commission will be discussing this project at their next meeting on February 13th and public comment is encouraged.

Kind regards,

Iris Lehmann, AICP
Planner II
City of Cedar Falls, Iowa
Phone: 319.268.5185

From: Dad [<mailto:dlb51111@juno.com>]
Sent: Friday, February 01, 2019 5:09 PM
To: Iris Lehmann
Subject:

Iris, I have just been informed of the proposed building of massive rental units close to where i live. The City of CF is claiming all homeowners close to that area were notified, This is false. I was never notified of such a proposition and am completely against such. The building of so many RENTAL units will no doubt decrease the value of all homes any where near that area and the traffic would be unmanageable. Also the turnover in such units is very high and would be a detriment to all homeowners around there. Please do whatever you can to stop this catastrophe from going forward.

Thank you.
Dean Boyd
1315 Amelia Dr.

[Drink 1 Cup Before Bed, Watch Your Body Fat Melt Like Crazy](http://thirdpartyoffers.juno.com/TGL3132/5c54d1a1abad751a168b4st04vuc)

Celebrity Local

<http://thirdpartyoffers.juno.com/TGL3132/5c54d1a1abad751a168b4st04vuc>

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

From: Iris Lehmann
Sent: Friday, February 01, 2019 3:41 PM
To: 'Diane Lantz'
Subject: RE: Greenhill Village Apartment Project
Attachments: Combined Staff Report - Greenhill Villiage Townhomes.pdf

ITEM 39.

Hi Diane,

Thank you for your email. I just want to assure you that plans for high rise apartment buildings have not been approved. The Planning and Zoning Commission will be considering the proposal for one (1) four-unit townhome building and one (1) five-unit townhome building at their February 13th Planning and Zoning Commission meeting. Townhomes are essentially single family units attached to one another to create a multiple unit building of 4-5 attached homes (much like duplexes). I attached for your reference the staff report from the last discussion of this project on January 23, 2019. It is our understanding that the developer intends to market these units as for sale.

Please feel free to contact me if you have any questions or if you still have any concerns with the proposal. Again the Commission will be discussing this project at their next meeting on February 13th and public comment is encouraged.

Kind regards,

Iris Lehmann, AICP
Planner II
City of Cedar Falls, Iowa
Phone: 319.268.5185

-----Original Message-----

From: Diane Lantz [<mailto:dlantz1216@yahoo.com>]
Sent: Friday, February 01, 2019 3:11 PM
To: Iris Lehmann
Subject: Greenhill Village Apartment Project

I just recently learned of plans to build eight apartment buildings near the UNI water tower in Greenhill Village. No notice has even been given to the homeowners of this area.

As a residence of Greenhill Village, I'm writing to adamantly oppose this project. When purchasing my home I believed it to be a neighborhood of privately owned homes and condos. Not a neighborhood of high rise apartment buildings that will without a doubt lower the value of our properties and overpopulate this area. Traffic has already increased significantly due to the number of apartment buildings at the corner of Greenhill and Ashworth. This will only add to what already is a disappointing and sometimes dangerous situation.

The City of Cedar Falls needs to listen to the people of this neighborhood who have invested their money and made their home in a family-oriented neighborhood not suspecting for a minute that it could become a college student community.

Sincerely,

Diane Lantz
Greenhill Village

401

Sent from my iPhone

ITEM 39.

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Jacque Danielsen

From: Karen Howard
Sent: Thursday, August 01, 2019 4:36 PM
To: Jacque Danielsen
Subject: FW: Building development in Greenhill Village

From: Emily Thilges [<mailto:emily.thilges@yahoo.com>]
Sent: Thursday, August 1, 2019 3:07 PM
To: Mark Miller; Susan deBuhr; Daryl Kruse; Tom Blanford; Frank Darrah; Rob Green; David A. Wieland; Karen Howard
Subject: Building development in Greenhill Village

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Dear City Council Members,

I am a resident in Greenhill Village with my husband and three children in the northwest corner of the neighborhood. Specifically, we live at 4802 Addison Drive. We are feeling quite concerned about the proposed changes to this part of our community and wanted to reach out to you before the city council meeting on August 5th. It is our understanding that the developer would like to build 3-story townhouses on Norse Drive and Loren Drive. We are worried that this does not fit with the character of our neighborhood and ask that you consider proposing a change to single-family homes instead. We have several concerns, but one of our main worries is the amount of traffic this will bring to Addison Drive. On any given night, if you were to drive down our street you would see all of our children outside playing together. I worry about the safety of each of them. This area of the neighborhood has a lot less traffic and is more peaceful, we want it to stay that way. Please, on behalf of our family and our neighbors, require the developers to make a change to their proposed plan.

Thank you for your consideration,

The Thilges Family- Leo, Emily, Ethan, Bennett, and Alanna

Jacque Danielsen

From: Rob Green <rgreencf@gmail.com>
Sent: Friday, August 02, 2019 10:17 AM
To: Rita Forker
Cc: Jacque Danielsen
Subject: Re: townhouse

Follow Up Flag: Follow up
Flag Status: Completed

On Thu, Aug 1, 2019 at 4:26 PM Rita Forker <rmforker@yahoo.com> wrote:

Dear Mr. Green
I live at 1525 Athens Ct. I am against the 3 story 3 - 4 bedroom townhouses being built in our area. I do not think they belong in among single family homes. It is not a good fit. I am asking to vote NO Monday night at the meeting.
thank you
Rita Durchenwald

Jacque Danielsen

From: Rob Green <rgreencf@gmail.com>
Sent: Friday, August 02, 2019 10:20 AM
To: Chris Noland
Cc: Jacque Danielsen
Subject: Re: Greenhill Village

Follow Up Flag: Follow up
Flag Status: Flagged

On Tue, Jul 30, 2019 at 10:21 AM Chris Noland <cdnoland4@gmail.com> wrote:

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City council,

I had a couple more thoughts in regards to the townhouse project in Greenhill Village:

The developer is asking for approval of 2 buildings so they can test the market conditions. I believe that has been shown, of the 8 townhomes on the corner of Hudson Rd and Greenhill 5 have the tax bill mailed to a different address indicating an absent owner. The units were slow to sell and had to be rented.

Another indication of what will become of these 4 bedroom townhouses is the original numbers I found, of the 102 existing units in GHV 44 are rentals.

The developer spoke at a meeting of the amount of money they have spent on this development I would like to have the amount of money that surrounding homeowners have invested, taken into consideration. Many of these homes will have a decrease in value if these units are built next door and across the street.

Also, had we been in attendance at the first P & Z meeting and expressed our concerns the developer would have had the option to moved the project elsewhere and avoid any conflicts or delays. When the P & Z committee and the city council voted on approving this project no one from the intended mailing list appeared to ask questions or voice concerns This should have been a large red flag at both meetings. It was not.

We are asking that the developer make changes to his plans and build one story units that fit with the character of the neighborhood.

If you would like to talk more I would welcome your call.

Chris Noland
231-1919

Jacque Danielsen

From: Rob Green <rgreencf@gmail.com>
Sent: Friday, August 02, 2019 10:21 AM
To: Deanne Harms
Cc: Jacque Danielsen
Subject: Re: Greenhill village

Follow Up Flag: Follow up
Flag Status: Flagged

On Thu, Aug 1, 2019 at 1:04 PM Deanne Harms <dd.harms@hotmail.com> wrote:

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Hello, I am writing today to express my opposition to the proposed 3 story multi unit buildings in my backyard in Greenhill village. This is a very abrupt change from the single family homes that are adjacent. Where is the transition? There should be single family homes built, then twin homes or similar then the 3 story mega complexes. I've invested a lot of physical energy as well as time and money to have a nice home and backyard. You can't believe that any plantings between us and "them" will grow up in my lifetime to give us a barrier for privacy.

Also, I'm concerned with the change of atmosphere of the neighborhood. I'm convinced that half of these units will become rentals as is the case in the NE area and the building on the NW corner of GHV. That brings some undesirable end effects. No care for the yards or outside commons. No care for the cars speeding through our too narrow streets. Junk (couches, furniture and other miscellaneous) piled up at the recycle center on the corner of Lloyd Ln when they move out in the spring. (I've been there and saw it)

Lastly, I'm extremely disappointed that there was no opportunity for our voices to be heard last March 2018 when the zoning was changed. I know that P&Z stated that 42 letters were sent out to us. There is a stinky smell about that since none of us got the letter. I just don't believe that they were sent out and the post office lost them all. Its not just the buildings proposed that really upset us, it's the attitude of P&Z and the builder that they don't care about us, it's all about the \$\$\$ and "you're too late -it's already done"

Thank you for your attention in this matter
Deanne Harms Tjarks
1521 Athens Ct
Cedar Falls, IA

Sent from my iPad

Jacque Danielsen

From: Rob Green <rgreencf@gmail.com>
Sent: Friday, August 02, 2019 10:23 AM
To: tim tjarks
Cc: Jacque Danielsen
Subject: Re: Greenhill Village Townhomes II

Follow Up Flag: Follow up
Flag Status: Flagged

On Thu, Aug 1, 2019 at 12:45 PM tim tjarks <tjarkstim@cfu.net> wrote:

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Cedar Falls City Council Members

Mr. Miller, Mrs. DeBuhr, Mr. Kruse, Mr. Bradford, Mr. Darrah, Mr. Green, and Mr. Wieland;

It is my understanding that the council will be considering the request for a partial Final Plat approval; although, as of this moment the neighbors of Greenhill Village affected by this Development have not received any kind of notice.

I wish to express my disapproval of the entire development with 3 story building and 3-4 bedroom units, but am also asking that the partial Development before the council this coming Monday, August 5th not be approved.

Here are important factors involved in this Development that the Greenhill Village Neighborhood is opposing;

First of all, the Neighborhood was not notified of the request to amend the master plan when it was approved in February of this year, (and yes, city staff said that letters were sent out to notify the neighborhood, all 42 letters were not received by anyone, ummm). So there was no one there to voice their opposition, and when the neighborhood found out about the change, immediately the ENTIRE neighborhood became involved in opposing the development.

Over this year, in the P & Z meetings and Council meeting since our neighborhood became engaged in the proposed development, we have been hearing a common theme that we are too late, the P & Z and Council must approve the development as it meets all of the criteria therefore it must be approved.

Since becoming involved the proposed development our neighborhood has been requesting that the P & Z and council reject the 3 story, 3-4 bedroom buildings and that the areas to the south and west of the development site be single family as originally planned before the amendment made to the Master Plan back in March last year.

Single family homes, which have been here for several years prior to this Development, will be greatly affected in character, property values, quietness and our family lifestyles. Especially if these buildings b

rental units with numerous younger people in them, which is a process already happening in the ex units. The atmosphere created by numerous younger people in these units, which I am guessing will become rental units if history repeats itself, and common sense is applied, (3-4 bedroom units for \$225,000+/- , a short mile from the campus of UNI, like buildings in the condos already built in the neighborhood, 45% currently rentals) is going to become our neighborhoods worse nightmare.

There have been numerous arguments, by the developer of cost and his planning, which all could have possibly been avoided if proper protocol would have been followed in the beginning process. This problem should not fall on the shoulders of our neighborhood. And in following on this point, city staff have the appearance in some of their presentations and comments, that the train (process, it feels like a train though) can not be reversed or stopped, and actually making comments in a unfair manner, in regards to that very point, it has been said that the early master plan showed mixed use type of building in the area east of Ashworth on Loren Dr. But instead was built with single family in lieu, which would really been a good application in that area, again not out neighborhoods fault.

Numerous attempts by people in our neighborhood to discuss an amicable compromise by our neighborhood and the Developer have been rebuked by the Developer.

In closing, as I don't want to carry on with numerous more points, and I could, It is my request that the council reject and NOT approve the Partial site plan before you this coming Monday night, August 5th. The proposal is for a Partial, with the buildings in the northwest corner be built as a start to see how it goes ?????? a Partial approval for 2 buildings will carry a precedent in future proposals, (which if you listen to staffs comments at the last P & Z meeting, a plan of the proposal has been already been approved and will take considerable cost to the developer to change, totally unnecessary comment) and it is my request also, that we take on the proposal as a whole Final Plat Development and not repeat this process 6 months or a year down the road and the process repeats itself and maybe in hopes our neighborhood will go away, and we WON'T.

Timothy F Tjarks

1521 Athens Ct.

Cedar Falls, Iowa

ps: the picture attached is my backyard. The trees in the back are where the 3 story bldgs will be.

Jacque Danielsen

From: Rob Green <rgreencf@gmail.com>
Sent: Friday, August 02, 2019 10:24 AM
To: Dakota Lang
Cc: Jacque Danielsen
Subject: Re: Greenhill Village Townhome

Follow Up Flag: Follow up
Flag Status: Completed

On Thu, Aug 1, 2019 at 8:29 AM Dakota Lang <dakotajlang@gmail.com> wrote:

All,

This email is to address the Greenhill Village Townhomes that are to be built by the UNI water tower. I have lived in the neighborhood for a year and a half now with my in-laws and I love the neighborhood so much that I bought a home in the neighborhood and move into it next week. This neighborhood is a great atmosphere for young families or any person for that matter. The issue with the townhomes is that they do not fit the current nature of our neighborhood, and they shouldn't be allowed to back up to single family dwellings. Theses townhome are going to be considered as "3 bedroom" townhomes with an office on the lower level, but as a recent college graduate and a person with common sense we know what these townhomes will become. Mr. Kruse, correct me if I am wrong but I do believe that you own a large amount of college rentals, so you should know what this will become being so close to campus. The condos in the neighborhood that are currently in the neighborhood were to be for young families and professionals but it seems that a large amount of them have the tax bill sent to another address (indicating a rental) and I know classmates who rent those condos. This has caused parking issues due to the amount of cars in the street, and is exactly what the townhomes in question will become. The developers in question (Wingert, Dahlstrom) also have direct family members who invest their money into the current condos and rent them out to college students, so wouldn't these townhomes be convenient for them to buy and rent out as well?

If these townhomes are to be built they need to be separated from the single family homes by a street at least. They should not be allowed to back up to single family homes at all. The current homeowners were told when they bought or built their homes that they would have single family homes behind them, but it turns out there was a master plan change without anyone knowing. The Cedar Falls Planning and zoning committee dropped the ball on this matter and did not do their job. The employees in question can claim they sent these mailings, but if they did; wouldn't people say the received them rather than signing a legal affidavit saying they did not receive them? Iris Lehman and Karen Howard failed to do their jobs and I can say that if most people made a mistake like this they would be out of a job, yet they were still allowed to send the mailings, and someone received the maps but no info on the last planning and zoning meeting. How do they mess up with these mailings so much?

These townhomes do not fit in with our neighborhood and I hope you all listen to our concerns as citizens and voters. Thank you for hearing out my concerns. Have a great day!

--

Dakota Lang
 319-505-1160



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

INTEROFFICE MEMORANDUM
Administration Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Rose A. Phillips, Housing Planner II, INRCOG
Karen Howard, Planning and Community Services Manager
DATE: August 1, 2019
SUBJECT: Contract for a HOME Rehabilitation Project at 2121 California Street

Cedar Falls is a recipient of Community Development Block Grant (CDBG) and HOME funds that support several programs, including housing rehabilitations or housing repairs for income-qualifying residents.

On May 24, 2019, quotes were requested from four (4) general contractors for a rehabilitation project at 2121 California Street to repair a significantly deteriorated roof. In addition, due to potential disturbance of exterior paint and the presence of peeling paint on the home that may pose a lead hazard, the project also includes repainting the home using lead safe work practices. The Scope of Work includes roof and gutter replacement and re-painting the existing wood siding. The State Historical Society of Iowa has confirmed that the home may be eligible for the National Register of Historic Places, and the proposed work will help preserve the home's historic value.

The only firm to provide a quote by the June 11, 2019 deadline was Brothers Construction Enterprises. The results are shown below. With permit costs added, the total contract amount would be \$22,846. This project would be funded by the City's HOME funds.

2121 California Street	Total Quote Amount	Hard Costs (including \$220 permit costs)	Lead Hazard Reduction Costs (including \$140 permit costs)	Total Contract Amount
Brothers Construction Enterprises, Inc.	\$22,486	\$13,456	\$9,390	\$22,846

For 2121 California Street, the Inspector's estimate for the main Scope of Work, including hard costs, permits, and lead hazard reduction, was \$10,740. One reason for

the discrepancy between the estimate and the contractor quote for services is that the contractor determined that the garage and rear porch, which had been excluded from the original roofing specifications, would need to be roofed in order to ensure the integrity of the roofing work on the rest of the house. The roof has numerous valleys and connections among different portions of the house, allowing problematic roofing work on one part of the house to affect the roof elsewhere. Moreover, to ensure that the exterior painting work will last as long as possible – up to 10-15 years, the Contractor is working with a highly qualified subcontractor whose costs are not low. As a result, the Inspector believes the Contractor's costs are reasonable.

As a result of the competitive quoting process, the Housing Commission and City Staff recommend acceptance of the one (1) quote received and entering into a contract, attached, with Brothers Construction Enterprises, Inc. in the amount of \$22,846 for 2121 California Street.

REHABILITATION CONTRACT

This Contract made the day hereinafter set forth by and between Jack Jorgensen, hereinafter referred to as the "Owner" and Brothers Construction Enterprises, Inc., hereinafter referred to as the "Contractor."

WITNESSETH THAT:

WHEREAS, the Owner desires to engage the Contractor to perform certain work on the premises commonly known as 2121 California Street, Cedar Falls, Iowa: and

WHEREAS, the said premises are located in the area designated as Project No. **1-19-677** of the HOME Program; and

WHEREAS, the Owner desires to utilize all services provided by the City in connection with the said project; and

WHEREAS, insofar as this Contract is concerned, the term "City" shall mean the City of Cedar Falls, Iowa acting through its Community Development Department, 220 Clay Street, Cedar Falls, Iowa 50613.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

Section 1. Employment of Contractor: The Owner hereby engages the Contractor with the approval of the City to perform the services and supply the materials hereinafter set forth.

Section 2. Scope of Services: The Contractor shall perform all of the services and furnish all the material necessary to make the improvements described in the Contract for the aforesaid premises.

Section 3. Improvements: The improvements to be made and/or constructed by the Contractor are identified in in the Housing Rehabilitation Project Write Up referred to in Exhibit "A," attached hereto, made a part hereof and incorporated as a part of this Agreement. Contractor will also follow the City's Standard Specifications for Housing Rehabilitations adopted in September 2015 and available on the City's website or upon request.

Section 4. Subcontracting: The Contractor shall not be required to employ any subcontractor against whom he has a reasonable objection.

The Contractor agrees that he is as fully responsible to the City for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the Owner.

Section 5. Equal Employment Opportunity: (Contracts subject to Executive Order 11246 and 11375). During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin. The Contractor will take affirmative action to ensure that applicants employed, and that employees are treated during employment, without regard to their race, creed, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- (c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Orders 11246 and 11375, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Contractor will comply with all provisions of Executive Orders 11246 and 11375, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The Contractor will furnish all information and reports required by Executive Orders 11246 and 11375, and by the rules, regulations, and orders of the Secretary of Labor of the Secretary of Housing and Urban Development pursuant thereto, and will permit access to his books, records, and accounts by the property owner, the Secretary of Housing and Urban Development, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Orders 11246 and 11375, and such sanctions may be imposed and remedies invoked as provided in Executive Orders 11246 and 11375, or by rules, regulations or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Orders 11246 and 11375 so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the property owner may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the property owner, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (h) In the event that this contract exceeds \$10,000, the contractor then agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Section 6. Economic Opportunities for Section 3 Residents/Business Concerns: (Contracts subject to Section 3 Clause of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992). During the performance of this contract, the Contractor agrees as follows:

- (a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.
- (g) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
- (h) The contractor agrees to comply with Executive Order 11063, as amended by Executive Order 11375, as related to discrimination in housing.

Section 7. Time for Performance: The Contractor shall, upon acceptance of this Bid and submission of evidence of satisfactory insurance coverage, begin work within 14 days after a Notice to Proceed is delivered to the Contractor and shall be satisfactorily completed within 90 calendar days thereafter. Notwithstanding the aforesaid, the Contractor is excused from performance or delay if at any time in the progress of the work by any act of neglect of the Owner or the City or any employee of either, or by any separate Contractor employed by the Owner, or by changes ordered in the work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the City, or by any cause which the City shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the City may decide. When the work has been fully completed, approved by the City, and all waivers and releases of liens required by the City are submitted, final payment shall be made to the Contractor by the City.

Section 8. Insurance: The Contractor shall maintain such insurance as will protect him from claims under Workmen's Compensation Acts and other employee benefits acts, from claims for damages to property which may arise both out of and during operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. Commercial general liability insurance coverage shall be written on an "occurrence" basis. The CGL policy shall have a minimum coverage of \$1,000,000 million per occurrence and \$2,000,000 million aggregate. The Contractor shall save the Owner harmless from damages arising out of the work set forth therein. Before commencing work, Contractor shall furnish the City with certificates showing that the above insurance is in force. If any such insurance is due to expire during the construction period, the Contractor shall not permit the coverage to lapse and new certificates shall be furnished to the City.

Section 9. Changes in the Work: No modification of this Contract shall be made except in written change order signed by the Contractor and Owner, and approved by the City.

Section 10. Releases of Liens: The Contractor shall submit to the City a release of all mechanics and material liens prior to final payment of the consideration set forth hereafter.

Section 11. Compensation: The City agrees to compensate the Contractor \$22,846 for the services and the materials to be provided herein.

Section 12. Payment for Completed Work or Materials Ordered: The Contractor will be paid all but ten percent (10%) of the contract price after the work is satisfactorily completed. This 10% of

contract price will be held for thirty (30) days after the date of the final certification of completion. Upon request of the Contractor and with approval of the City, progress payments may be made. Progress payments shall not exceed 90% of the value of the work satisfactorily completed. Payments due the Contractor will be paid within 30 days after the City receives the Contractor's invoice and satisfactory release of liens of claims for liens by subcontractors, laborers, and material suppliers for completed work or installed materials. The City may reimburse the Contractor for materials included on Exhibit A that are ordered and paid for by the Contractor, at any time after this Contract is approved by the City upon providing an invoice.

Section 13. Provision for the Owner: Owner will permit the Contractor to use at no cost existing utilities such as light, heat, power, and water necessary to the carrying out and completion of the work. Further, Owner will cooperate with the Contractor to facilitate the performance of the work, including the removal and replacement of rugs, covering and furniture as necessary. The Owner is prohibited from doing any work or hiring any person to do any work to the Owner's home or property at any time prior to the date of final inspection for this project that will interfere with or adversely impact the Contractor's scope of work, with the exception of emergency repairs. The Owner shall notify the City and Contractor in advance regarding any emergency work or repairs that are to be done, and no such emergency work or repairs shall be done without the approval of the City and the Contractor.

Section 14. Occupancy Provision: The premises are to be occupied (unless otherwise notified by the City) during the course of the construction work.

Section 15. Condition of Premises: Contractor agrees to keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the Contractor unless stated otherwise.

Section 16. Interest of Housing Commission and Local Public Officials. No members of the Housing Commission of the City who exercises any functions or responsibilities, and no member of the City Council of the City of Cedar Falls shall have any interest, direct or indirect, in this contract.

Section 17. Disputes: Disputes or claims pertaining to the Project Specifications, Drawings (if applicable), Standard Specifications for Housing Rehabilitations adopted in September 2015, or workmanship will be mediated by the City, and a written determination of finding will be provided to the Owner and Contractor. If any interested party desires to contest such finding, a written request for an appeal hearing shall be submitted to the City representative, who shall set a date for such hearing with the Housing Commission. The Commission will then hold an appeal hearing and make a determination of resolution in writing to both parties. Should either party contest the decision, a request to appeal may be made to the Mayor. The Mayor will then ask the City Council to make the determination of resolution. The decision of the City Council shall be final and binding on all interested parties.

Any binding provisions between the Owner and Contractor shall be set forth in this Contract; the City shall not become involved in a dispute between the Owner and the Contractor arising from work performed outside this Contract.

Section 18. Workmanship: The work provided hereunder by the Contractor shall be executed as directed by the City's Standard Specifications for Housing Rehabilitations adopted in September 2015 (available on the City's website or upon request) and in the most sound, workmanlike and substantial manner, and all materials used in the construction, rehabilitation, renovating, remodeling, and improving

shall be new unless otherwise expressly set forth in the specifications.

Section 19. Engineering Surveys, Permits, Fees, and Licensing: The Contractor shall furnish all engineering surveys as required unless otherwise specified. The Contractor shall furnish all permits and licenses for the authorization to execute said work and pay all fees incidental to acquiring same. The contractor shall meet all local licensing requirements.

Section 20. Inspection of Work: The City shall at all times have access to the work. If the specifications, plans, instructions, laws, ordinances, City Standards, or any public authority requires any work to be specifically inspected, tested or approved, the Contractor shall give the City timely notice of its readiness for inspection. Inspections by the City shall be promptly made. If any work should be covered up without approval or consent of the City, it must, if required by the City, be uncovered for examination at the Contractor's expense. If such work should be found not in accordance with this contract, including incorporated plans and specifications, the Contractor shall pay such costs; provided, however, if the Contractor can show that the defect was not caused by him or his subcontractors, then in that event, the Owner shall pay the cost of remedying such work.

Section 21. Defects after Completion: Any defects that appear within one (1) year from the completion of the work and arise out of the defective or improper materials or workmanship will upon the direction of the City be corrected and made good by the Contractor at his own expense.

Section 22. Approval by City: This Agreement must be approved by the City before it becomes effective.

Section 23. Nonliability of the City and Indemnification: The parties hereto agree to hold the City harmless and to indemnify the City for any damages concerning the undertaking and carrying out of this Contract.

Section 24. Default: In the case of default by the Contractor, the City may procure the articles of services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

Section 25. Termination: In case the Contractor fails to furnish materials or execute work in accordance with the provisions of this Contract, or fails to proceed with or complete the work within the time limit specified in this Contract, or if the provisions of the Contract are otherwise violated by the Contractor, then in any case, upon ten (10) days' written notice to the contractor, the City shall have the right to declare the Contractor in default in the performance of these obligations under the Contract. Said notice shall contain the reason for the City's intent to declare Contractor at fault and unless within ten (10) days after service of said notice, the violation shall cease or satisfactory arrangements shall be made for its correction, the Contractor, by written notice from the City may be declared in default and his right to proceed under the Contract terminated. In the event the Contractor is thus declared to be in default, the City will proceed to have the work completed, shall apply the cost of having the work completed any money due the Contractor under the contract, and Contractor shall be responsible for any damages resulting to Owner by reason of default.

Section 26. Notices: Notices to be given by Owner or City to Contractor shall be considered given for the purpose of this Agreement when provided via electronic mail or when deposited in regular mail to the Contractor at the address listed below.

Section 27. Condition for Validity of Agreement: This Contract is contingent upon the receipt by

the Owner of a Grant or Loan in an amount sufficient to cover the cost of the rehabilitation work described herein. If the Grant or Loan is not approved, this Contract is null and void.

Section 28. Prohibition Against "Kick-Backs": The Contractor agrees that he has not and will not give up any part of the compensation to which he is entitled under this contract for the purpose of being awarded the contract; further, the Contractor agrees that he will not induce any person employed by him to give the Contractor any part of any compensation owed the employee for work done pursuant to this contract.

Section 29. Other Federal Requirements:

- (a) Access and Maintenance of Records. For projects utilizing CDBG or HOME funds, the contractor must maintain all required records for five years after final payments are made and all other pending matters are closed. At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.
- (b) Civil Rights. For all CDBG-funded and HOME-funded projects, the Contractor must comply with the following laws and regulations:
- Title VI of the Civil Rights Act of 1964 (P.L. 88-352). States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.
 - Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
 - Iowa Civil Rights Act of 1965. This Act mirrors the Federal Civil Rights Act.
 - Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309). Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.
 - The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.) Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.
 - Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794). Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.
 - Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213). Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
- (c) All contracts HOME funds must contain the following provisions:
- The City will provide two (2) forms of assistance to the Owner pursuant to this project:
 - A 5-year receding forgivable loan for project hard costs (as defined in 24 CFR 35.915), up to the maximum allowed by City policies for the applicable program, as detailed in a Lien Notice and Special Promissory Note executed by the Owner pursuant to this Contract; and

- An immediately forgiven grant for the cost of Interim Controls of lead-based paint hazards (as defined in 24 CFR 35.1330).
 - The Contractor is subject to the requirements in Part 92 that are applicable to the City (excluding 24 CFR 92.505 and 24 CFR 92.506 which do not apply to the contractor); and
 - The Contractor cannot assume the City's responsibilities for environmental review, decision-making, and action under 24 CFR 92.352; and
 - The City and the Contractor will comply with all requirements for HOME owner-occupied rehabilitation projects specified in 24 CFR 92.254(b).
 - The Scope of Work for this Contract will ensure that the property to be rehabilitated will meet all applicable City codes and HUD Housing Quality Standards, as specified in the City's current Manual for Housing Rehabilitation Programs.
- (d) All contracts utilizing CDBG or HOME funds must contain the following certification concerning restriction of lobbying:

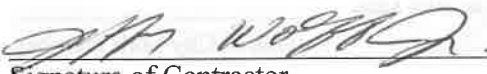
"The Recipient certifies, to the best of his or her knowledge and belief, that:

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

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

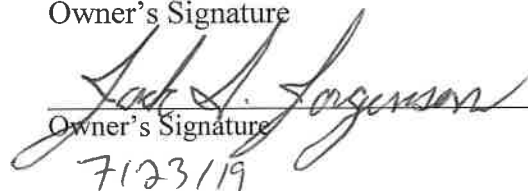
CONTRACTOR

Brothers Construction Enterprises, Inc.
Contractor Firm Name
222 Bourland Avenue
Contractor's Address
Waterloo, IA 50702
City, State, Zip
Jeffreywolff334@yahoo.com
Contractor's E-mail


Signature of Contractor
7/23/19
Date of Acceptance

ACCEPTANCE BY OWNER(S)

Jack Jorgensen
Owner(s) Name
2121 California Street
Owner's Address
Cedar Falls, IA 50613
City, State, Zip
jackjorgensen1951@gmail.com
Owner's E-mail

jackjorgensen1951@gmail.com
Owner's Signature

Owner's Signature
7/23/19
Date of Acceptance

CITY OF CEDAR FALLS, IOWA

By: _____

Printed Name of City Staff Member:

ATTEST:

By: _____
Jacqueline Danielsens, CMC, City Clerk

CONTRACTOR

Brothers Construction Enterprises, Inc.
Contractor Firm Name
222 Bourland Avenue
Contractor's Address
Waterloo, IA 50702
City, State, Zip
Jeffreywolff334@yahoo.com
Contractor's E-mail

Signature of Contractor

Date of Acceptance

CITY OF CEDAR FALLS, IOWA

ATTEST:

By: _____
Jacqueline Danielsen, CMC, City Clerk

ACCEPTANCE BY OWNER(S)

Jack Jorgensen
Owner(s) Name
2121 California Street
Owner's Address
Cedar Falls, IA 50613
City, State, Zip
jackjorgensen1951@gmail.com
Owner's E-mail

Owner's Signature

Owner's Signature

Date of Acceptance

By: _____
James P. Brown, Mayor

On this _____ day of _____, 2019, before me a Notary Public in and for said County, personally appeared James P. Brown and Jacqueline Danielsen to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Cedar Falls, Iowa, a Municipal Corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public in and for Black Hawk County, Iowa

REHABILITATION CONTRACT
Project # 1-19-677
7/23/19

Exhibit A
Housing Rehabilitation Project Write Up
2121 California Street, Cedar Falls, IA 50613

Jack Jorgensen 2121 California Street • Eligible for National Register of Historic Places Cedar Falls, IA 50613		
Line Item	Scope of Work	Cost Estimate
EXTERIOR		
1	Tear off the shingles on the house and reshingle. The carport has recently been recently re-roofed and is not to be included.	\$ 9,500
2	Thoroughly scrape all loose paint off the house & garage. Apply one primer coat of 100% acrylic Behr (or equivalent) and one topcoat of 100% acrylic Behr (or equivalent) to cover all. LEAD HAZARD ITEM	\$ 8,450
3	Apply 1/2" sheathing to roof as needed to replace deteriorated existing sheathing.	\$ 2,160
4	Install gutters and downspouts on the house & garage. Include splash blocks or extensions on the downspouts.	\$ 1,576
OTHER		
5	City permits (prorated to hard costs and lead hazard reduction)	\$ 360
6	Lead Safe Work Practices - Exterior site preparation and cleanup.	\$ 800

TOTAL	\$ 22,846
Hard Costs	\$ 13,456
Lead Hazard Reduction Costs	\$ 9,390

This home is presumed to contain lead based paint; therefore certain items are noted where the disturbance of lead paint is expected. **ONLY PERSONS WHO HAVE BEEN TRAINED AND CERTIFIED MAY CONDUCT WORK FOR THE LINE ITEMS SPECIFIED.**

Lead safe work practices include but may not be limited to:

- Protecting occupants by informing them of times and locations of lead hazard reduction activities in advance of such work, so that special alternative housing arrangements can be made prior to safe lead clearance testing, if required.
- Preparing worksite by having all necessary material and labor to do the work in a safe, efficient manner that will not unnecessarily delay completion and clearance testing if required.
- Control and contain all paint chips, dust and residue by laying down tarps and completely sealing off affected rooms.
- Disposing of lead paint chips, dust and residue as required by landfill.

Exhibit B
FEDERAL REGULATIONS PROHIBITING USE OF
LEAD-BASED PAINT AND ELIMINATION OF
LEAD-BASED PAINT HAZARD

Part I: Prohibition of Lead-Based Paint Usage

A. Definition:

"Lead-based paint" means any paint containing more than one percent (1%) lead by weight (calculated as lead metal) in the total nonvolatile content of liquid paints or in the dried film of paint already applied.

B. Applicable Surfaces:

Applicable surfaces means all interior surfaces and those exterior surfaces, such as stairs, decks, porches, railings, windows, and doors which are readily accessible to children under seven (7) years of age.

Part II: Elimination of Lead-Based Paint Hazard

A. Procedure:

All defective paint conditions shall be assumed to involve lead-based paint and thus to constitute health hazards that must be corrected unless testing shows that lead is not present in the paint at a level above 1.0 percent.

B. Treatment:

Particular care shall be taken to correct conditions of cracking, scaling, peeling and loose paint on walls, ceilings, doors, windows, trim, stairs, railings, cabinets and piping. All such surfaces shall be thoroughly washed, scraped or wire brushed so as to remove all cracking, scaling, peeling and loose paint before repainting. As a minimum, these surfaces must receive two (2) coats of a suitable nonlead-based paint. Where it is infeasible to control or correct the cracking, scaling, peeling or loosening of the lead-based paint and the film integrity of the treated surfaces cannot be maintained, the paint on these surfaces shall be removed or covered with material such as hardboard, plywood, drywall, plaster, or other suitable material.

Part III: The Contractor will comply with all applicable regulations in 24 C.F.R. Part 35 pertaining to requirements for notification, evaluation and reduction of lead-based paint hazards in federally owned residential properties and housing receiving federal assistance.

**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 1, 2019
SUBJECT: Assignment & Assumption Agreement: CV Properties 2, LLC

On May 2, 2016 the City and CV Properties Housing Cooperative Association entered into an Agreement for Private Development pertaining to a new development at 917 W 23rd Street. This agreement was approved under the standard terms and conditions for projects that are located within the College Hill Urban Renewal Area. Part of those standard terms and conditions of the Agreement prohibits 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.

On February 5, 2018, City Council approved assigning of the Agreement for Private Development from CV Properties Housing Cooperative Association to CV Properties 2, LLC. Both entities involved Brent Dahlstrom and his attorney indicated at the time that they were trying to move the property under Mr. Dahlstrom's primary ownership entity.

The City recently received a request from CV Commercial 2, LLC to transfer the ownership of CV Properties 2, LLC. As with the previous request approved in 2018, both entities involve Brent Dahlstrom and they have indicated that they are in the process of refinancing the building with another bank and would like to refinance under a different company name.

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 (CV Commercial 2, LLC) will assume any and all ongoing obligations applicable in the Development Agreement. These primary ongoing obligations include minimum assessed valuations as applicable, payment of property taxes, and property maintenance.

I recommend 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; CV Properties 2, LLC; and CV Commercial 2, LLC.

If you have any questions pertaining to this project, please let me know.

xc: Ron Gaines, PE, City Administrator
Brent Dahlstrom, CV Commercial 2, LLC

Preparer Information:

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

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Agreement is made effective as of the _____ day of _____, 2019, by and among the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"); CV Properties 2, LLC, an Iowa limited liability company; and CV Commercial 2, LLC, an Iowa limited liability company, having an office for the transaction of business at 4407 Donald Drive, Cedar Falls, IA 50613.

WHEREAS, the City and CV Properties Housing Cooperative Association entered into that certain Agreement for Private Development (hereinafter the "Agreement for Private Development"), on the 2nd day of May, 2016, which was approved by the City Council of the City in Resolution No. 19,995, regarding the development of the following real estate:

Lot No. Three (3) in Campus Addition to Cedar Falls, Iowa

(hereinafter the "Development Property"); and

WHEREAS, CV Properties Housing Cooperative Association agreed to certain terms and conditions, including construction of certain improvements on the Development Property, in exchange for the granting by the City of certain economic development grants with respect to the improvements to be constructed on the Development Property, and certain other terms and conditions, as set forth in the Agreement for Private Development, which apply to the Development Property for the period ending December 31, 2024; and

WHEREAS, the Agreement for Private Development placed certain restrictions and conditions upon any transfer of the Development Property and any assignment of the Agreement for Private Development, including, but not limited to, the following provisions:

- a. Developer may not make any sale or conveyance of the Development Property or of the Agreement for Private Development without the prior written approval of the City (Section 7.1 of said Agreement); and
- b. The proposed transferee must agree in writing to assume all of the obligations of

the Developer under the Agreement for Private Development, and shall agree to be subject to all conditions and restrictions to which the Developer is subject under the Agreement for Private Development (Section 7.1 of said Agreement); and

WHEREAS, CV Properties Housing Cooperative Association entered into that certain Assignment and Assumption Agreement with CV Properties 2, LLC and the City, dated February 5, 2018, which was approved by the City Council of the City in Resolution No. 20,951, whereby CV Properties Housing Cooperative Association assigned and transferred the Agreement for Private Development to CV Properties 2, LLC, conveyed the Development Property to CV Properties 2, LLC, and whereby CV Properties 2, LLC, assumed all obligations of CV Properties Housing Association contained in the Agreement for Private Development; and

WHEREAS, CV Properties 2, LLC now proposes to convey the Development Property to CV Commercial 2, LLC and assign the Agreement for Private Development to CV Commercial 2, LLC, and CV Commercial 2, LLC is willing to assume all of the obligations of CV Properties 2, LLC, under the Agreement for Private Development which were acquired by way of assignment and assumption from CV Housing Cooperative Association, and agrees to be subject to all of the conditions and restrictions to which CV Properties 2, LLC is subject under said Agreement for Private Agreement which were acquired by way of assignment and assumption from CV Housing Cooperative Association, 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. Assignment of Agreement for Private Development. CV Properties 2, LLC hereby assigns and transfers the Agreement for Private Development to CV Commercial 2, LLC, and the City hereby consents to the assignment of said Agreement for Private Development on the terms and conditions stated herein.
2. Conveyance of Development Property. CV Properties 2, LLC hereby agrees to transfer and convey the Development Property to CV Commercial 2, LLC by warranty deed, and City hereby consents to said conveyance and transfer on the terms stated herein.
3. Assumption of Obligations of Agreement. CV Commercial 2, LLC hereby agrees to assume all of the obligations under the Agreement for Private Development, and further agrees to be subject to all conditions and restrictions under the Agreement for Private Development, and to perform all of the terms, conditions and provisions which are required under such Agreement for Private Development. CV Commercial 2, LLC hereby acknowledges receipt of a true copy of the Agreement for Private Development and all exhibits referred to therein.
4. Instruments and Documents Involving the Transfer. CV Properties 2, LLC and CV Commercial 2, LLC agree to furnish the City with a true and correct copy of all executed documents and instruments involving the transfer of the Development Property, promptly upon

completion of the closing of said conveyance.

5. Notices. CV Properties 2, LLC, CV Commercial 2, LLC and City agree that any notice required or permitted to be given pursuant to the terms of the Agreement for Private Development, as provided in Section 12.2 of said Agreement, shall be in writing and delivered to the parties at their respective addresses set forth below:

CV Properties 2, LLC
Attn: Brent Dahlstrom, Manager
P.O. Box 128
Cedar Falls, IA 50613

CV Commercial 2, LLC
Attn: Ryan Kriener, Manager
4407 Donald Drive
Cedar Falls, IA 50613

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 Agreement.

6. Terms of Agreement for Private Development Ratified and Confirmed. CV Properties 2, LLC, CV Commercial 2, LLC and City hereby agree that all terms of the Agreement for Private Development remain valid and in full force and effect, except as specifically modified pursuant to the terms of this Assignment and Assumption Agreement.

IN WITNESS WHEREOF, CV Properties 2, LLC and CV Commercial 2, LLC have caused this Assignment and Assumption Agreement to be duly executed in their name and behalf by their respective Managers, and 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, all on or as of the day first above written.

CV COMMERCIAL 2, LLC, an Iowa
limited liability company

CV PROPERTIES 2, LLC, an Iowa
limited liability company,

By: Ryan Kriener
Ryan Kriener, Manager

By: Brent Dahlstrom
Brent Dahlstrom, Manager

CITY OF CEDAR FALLS, IOWA

By _____
James P. Brown, Mayor

(SEAL)

Attest:

By _____
Jacqueline Danielsen, MMC, City Clerk

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

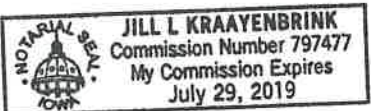
This instrument was acknowledged before me on this 3rd day of July, 2019, by Brent Dahlstrom, as Manager of CV Properties 2, LLC, an Iowa limited liability company.



Jill Kraayenbrink
Notary Public in and for the State of Iowa

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

This instrument was acknowledged before me on this 3rd day of July, 2019, by Ryan Kriener, as Manager of CV Commercial 2, LLC, an Iowa limited liability company.



Jill Kraayenbrink
Notary Public in and for the State of Iowa

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

This instrument was acknowledged before me on this _____ day of _____,

2019, by James P. Brown as Mayor and Jacqueline Danielsen, MMC, City Clerk of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

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 CV PROPERTIES 2, LLC, TO CV COMMERCIAL 2, LLC, FOLLOWING A PREVIOUS ASSIGNMENT OF THE SAME AGREEMENT FOR PRIVATE DEVELOPMENT AND CONVEYANCE OF THE SAME DEVELOPMENT PROPERTY BY CV PROPERTIES HOUSING COOPERATIVE ASSOCIATION TO CV PROPERTIES 2, LLC, ALL IN ACCORDANCE WITH THE TERMS OF THE AGREEMENT FOR PRIVATE DEVELOPMENT BY AND BETWEEN THE CITY OF CEDAR FALLS, IOWA, AND CV PROPERTIES HOUSING COOPERATIVE ASSOCIATION

WHEREAS, CV Properties Housing Cooperative Association and the City of Cedar Falls, Iowa, entered into that certain Agreement for Private Development dated the 2nd day of May, 2016 (the “Agreement for Private Development”), regarding the development of the following described real estate, to-wit:

Lot No. Three (3) in Campus Addition to Cedar Falls, Iowa

(the “Development Property”); and

WHEREAS, CV Properties Housing Cooperative Association assigned the Agreement for Private Development and conveyed the Development Property to CV Properties 2, LLC, an Iowa limited liability company, by way of Assignment and Assumption Agreement which was approved by the City on February 5, 2018 in Resolution No. 20,951; and

WHEREAS, CV Properties 2, LLC now proposes to assign the Agreement for Private Development and transfer and convey the Development Property to CV Commercial 2, LLC, an Iowa 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 CV Properties 2, LLC proposes to assign the Agreement for Private Development and transfer the Development

Property to CV Commercial 2, LLC, and CV Commercial 2, LLC, agrees to assume the obligations of CV Properties 2, LLC 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 CV Properties 2, LLC, to CV Commercial 2, 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 CV Properties 2, LLC to CV Commercial 2, 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 CV Properties 2, LLC to CV Commercial 2, 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.

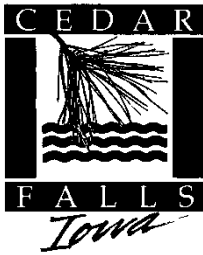
PASSED AND APPROVED this _____ day of _____, 2019.

(SEAL)

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsens, MMC, City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM
Planning & Community Services Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: July 31, 2019
SUBJECT: Highway-1 District Site Plan Review

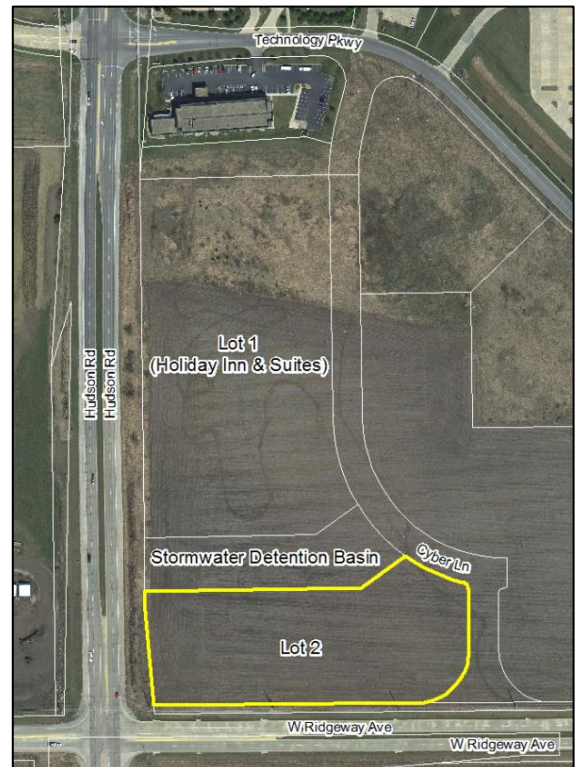
REQUEST: Revised site plan approval for a new Dairy Queen restaurant and a convenience store/gas station/automobile service station.
PETITIONER: Martin Rouse (developer); Fehr-Graham (engineer); Peters Construction (contractor); AHTS Architects (architect)
LOCATION: Lot 2 of Gateway Business Park at Cedar Falls

PROPOSAL

The developer, Martin Rouse, received approval by City Council on June 3, 2019 for a site plan to construct a new DQ Grill and Chill restaurant and a convenience store/automobile service station on Lot 2 of Gateway Business Park at Cedar Falls I, which is located at the northeast corner of Hudson Road and W. Ridgeway Avenue (highlighted lot on the image to the right). Since the approval from City Council, the developer has received direction from corporate Dairy Queen to alter the site plan to separate the drive through lane from the parking area and to shift the location of the building. Therefore, this change to the site plan will require approval from the Planning & Zoning Commission and City Council.

BACKGROUND

Lots 1 and 2 of Gateway Business Park at Cedar Falls I, along with the stormwater detention basin parcel, were platted in June of 2018. Currently, a Holiday Inn & Suites Hotel and conference center is under



Lot 2 – Proposed Project Location

construction on Lot 1. Cyber Lane, which was also approved as part of the plat, is currently under construction and will be completed in 2019. The City Council approved a site plan for this development on June 3, 2019.

ANALYSIS

The property is zoned HWY-1, Highway Commercial District, which is intended to promote general services commercial uses intended to serve a broader market area (i.e. City-wide or regional customer base). The property is also located within the Highway 20 Overlay District, which provides enhanced development guidelines for commercial uses located within this corridor. The ordinance requires detailed site plan review in order to ensure that the development site satisfies a number of basic aesthetic standards. Attention to details such as parking, open green space, landscaping, signage, building design and other similar factors help to ensure orderly development in the entire area. Following is a review of the zoning ordinance requirements:

- 1) Use: No changes are being made to the approved use of the site. A restaurant is listed as a permitted use within the Highway 20 Commercial Corridor Overlay District. A gas station/convenience store can also have a regional customer base, thus fitting within the permitted uses of the Highway 20 Commercial Corridor Overlay District. A service station is listed as a conditional use within the Highway 20 Commercial Corridor Zoning District. A conditional use may be permitted within this district subject to approval by the Planning & Zoning Commission and City Council. **The restaurant and convenience store are permitted uses. The service station is a conditional use, and exceeds the recommended setback guidelines from Hudson Road.**
- 2) Setbacks: 20-ft. setbacks are required along the edge of the district and along any internal streets/principal access ways. These areas must be landscaped. Open space and landscaping is shown on the plan within these areas. Both the restaurant and convenience store/service station buildings meet the setback requirements. **No changes are being made to the location of the convenience store building. The DQ Grill & Chill building is moving further to the south on the lot, but will still meet all setback requirements.**
- 3) Parking/Access: The parking for the convenience store/auto service center is not being altered. For the DQ Grill & Chill building, parking is being shifted from the south side of the building to the north along the north property line (11 parking stalls). Also, the previous plan showed one-way traffic around the building. Parking to the west of the building will now be two-way traffic, with one-way traffic around the east of the building. The previous plan showed 11 angled parking stalls to the east of the building. Those stalls are being removed and added to the parking area west of the building. In all, 42 parking spaces were shown on the original site plan, and 42 spaces are shown on this revised plan. **Overall, the submitted parking lot and access plan is satisfied.**
- 4) Open Green Space: This property is located within the Highway 20 Commercial Corridor Overlay Zoning District. This overlay district requires that open green space/landscape area be provided at the rate of 15% of the development site. The previously approved plan showed an open space area of 27.7% of the site. For this updated plan, additional green space has been added, which now equates to 29.9% of the site. Landscaping is shown throughout the site, both within the green space areas in the parking lot and around the

buildings and along the street frontages. **The open green space exceeds the minimum requirement and is well distributed.**

- 5) Landscaping: The previously approved landscape plan showed a total of 8,100 points, whereas the required number of points for the site was 5,446. This landscaping was made up of parking lot trees, street trees, and general landscaping throughout the site. For the updated landscape plan, there are a total of 7,240 points shown, which is 860 points less than the original plan. Although the total number of points has been reduced, the revised landscape plan shows less Karl Forester Grass around the perimeter of the parking area and more hearty shrubbery, which provides more of a screen from the parking lot, but takes up additional space, so less shrubs are needed. Staff feels that this revised plan better screens the parking areas from the roadway, while still meeting the overall landscaping requirements. In total, there will be 64 trees and 259 shrubs and grasses planted on the site. **Landscaping requirements are met.**
- 6) Sidewalks/Recreational Accommodations: A new 10-foot wide recreational trail will be installed along Hudson Road and W. Ridgeway Avenue. This will be completed by the current owner of the property (also the owner of the Holiday Inn & Suites Hotel). The previous site plan showed a connection from this trail to the property near the northwest corner of the property, west of the DQ building. This access has been moved to the south side of the DQ building on the revised plan, in order to allow easier access to the site from the trail without having to cross through the drive through lane and parking lot, and also due to the slope of the ground being higher at the northwest corner of the property. **Trail/sidewalk plan satisfied.**
- 7) Building Design: The HWY-1, Highway Commercial District states that all structures established within the district shall be reviewed for architectural compatibility with surrounding structures. Items such as proportion, roof shape, pitch and direction, pattern, materials and texture, color, and architectural features were all reviewed during the previous site plan review. No changes to the building design for either building are being made. **Overall, the design of the proposed restaurant and convenience store/gas station/auto service station is architecturally compatible with other buildings in the surrounding area.**
- 8) Trash Dumpster Site: The original site plan showed a trash enclosure on the restaurant site at the southeast corner of the property, within a full enclosure with a gate on the front. The updated site plan shifts the trash enclosure to the north side of the building, away from the view of the road. The enclosure will still be fully enclosed with a gate on the front like the original design. **Dumpster enclosure plan is acceptable.**
- 9) Lighting Plan: The HWY-1 District regulations do not have specific lighting design guidelines. The site plan shows the location of light poles throughout the site. The parking lot lights will be mounted atop a 25' tall light pole with a 3' concrete base. The fixtures will be housed in a die-cast aluminum housing with LED lights. Also, recessed LED lighting will be provided under the gas canopy to provide light to the customers who are fueling their vehicles. **Lighting plan is acceptable.**

- 10) Signage: No changes to the approved signage plan are being made. For reference, there are three signs being proposed on the site: one at the southwest corner of the property near the intersection of Hudson Road and W. Ridgeway Avenue, one at the southeast corner of the property near the intersection of W. Ridgeway Avenue and Cyber Lane, and one near the northeast corner of the property at the main entrance to the property along Cyber Lane. **Signage plan generally meets the standards, pending a detailed review at the time a sign permit is requested.**
- 11) Storm Water Management: A storm water detention basin is located at the north end of the property to collect the storm water runoff from the site. The water runoff from the building and parking areas will be collected via intakes within the parking area and transferred via piping to the detention basin. **Stormwater Management Plan has been reviewed and approved by the Engineering Division.**

TECHNICAL COMMENTS

Water, electric, gas, and communications utility services are available to the site in accordance with the service policies of Cedar Falls Utilities. The property owner/contractor is responsible to extend all utility services to the building. These utility extensions will be reviewed by CFU personnel as part of the building plan review.

STAFF RECOMMENDATION

The Planning & Zoning Commission and City Staff recommend approval of the revised HWY-1 District Site Plan for the new proposed commercial development.

PLANNING & ZONING COMMISSION

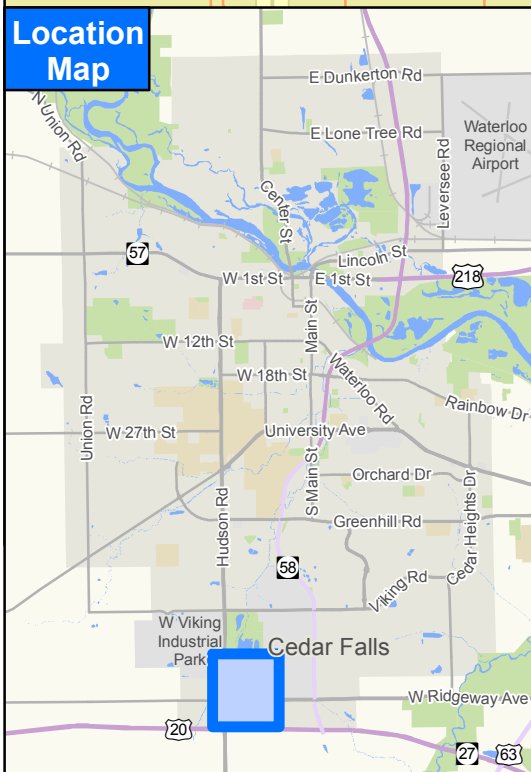
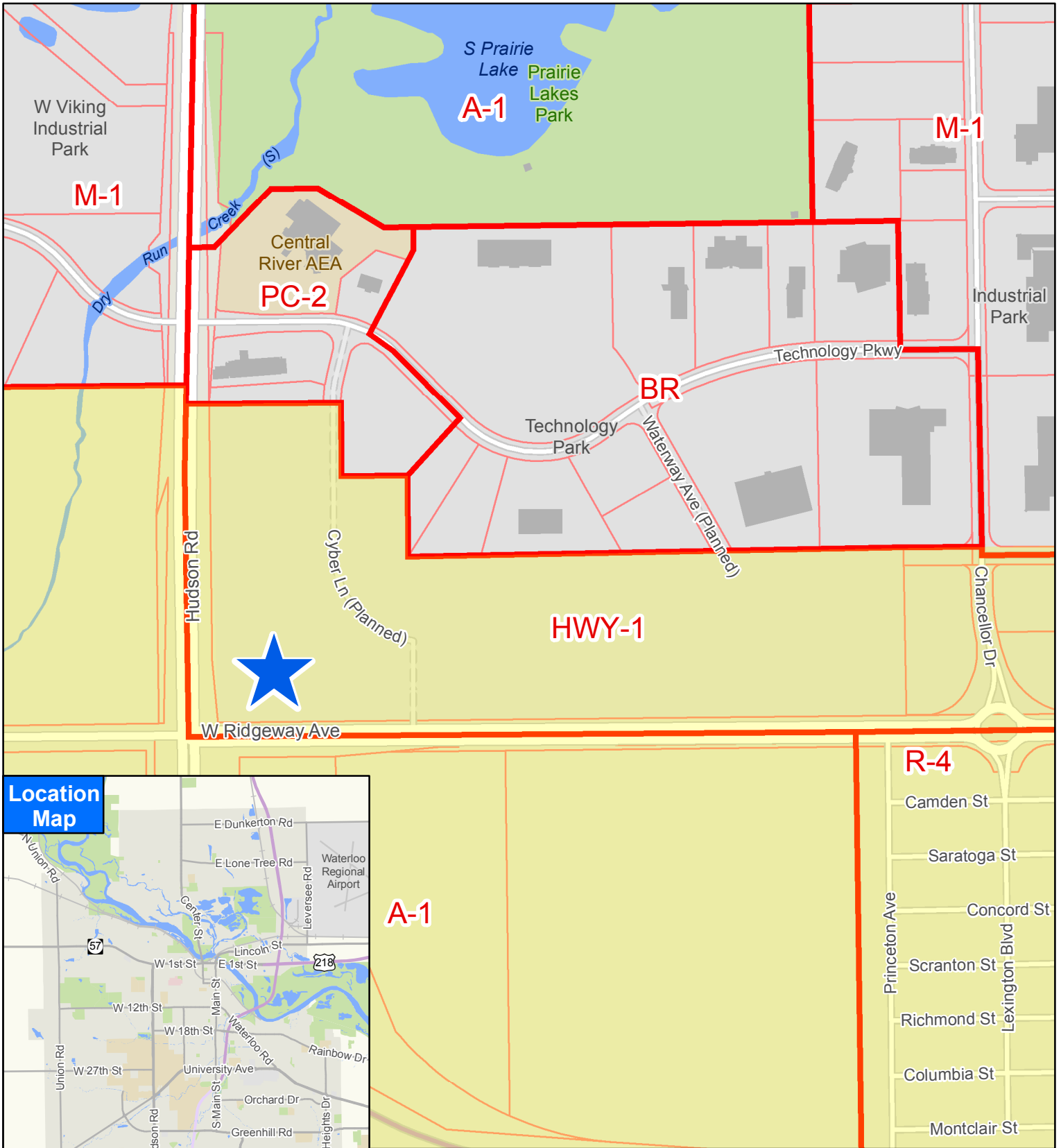
Discussion/Vote 7/24/2019 Chair Holst recused himself from the matter and Ms. Saul acted as Chair for the item. Mr. Graham provided background information, explaining that the four acre site is at the northeast corner of West Ridgeway Avenue and Hudson Road was approved recently approved by City Council. After approval, the Dairy Queen corporate office asked the developer to make modifications to the parking area of the plan, which requires an amendment to the site plan. He displayed the original and revised plans to show the changes being proposed, which includes creation of a separation drive-thru lane, moving the trash enclosure, and changes to the number and location of parking stalls. They would also like to move the trail connection to the south side. Mr. Graham also displayed the landscape plan and discussed the drop in the site points, but explained that the change will actually be an improvement and will still be above the requirements. Staff recommends approval subject to any comments or suggestions by the commission.

Ms. Prideaux feels that the new design enhances overall pedestrian and bike safety, as well as traffic flow.

Ms. Prideaux made a motion to approve the Minutes as presented. Ms. Adkins seconded the motion. The motion was approved with 5 ayes (Adkins, Leeper, Prideaux, Saul and Wingert), 1 abstention (Holst) and 0 nays.

Cedar Falls City Council
August 5, 2019

ITEM 42.

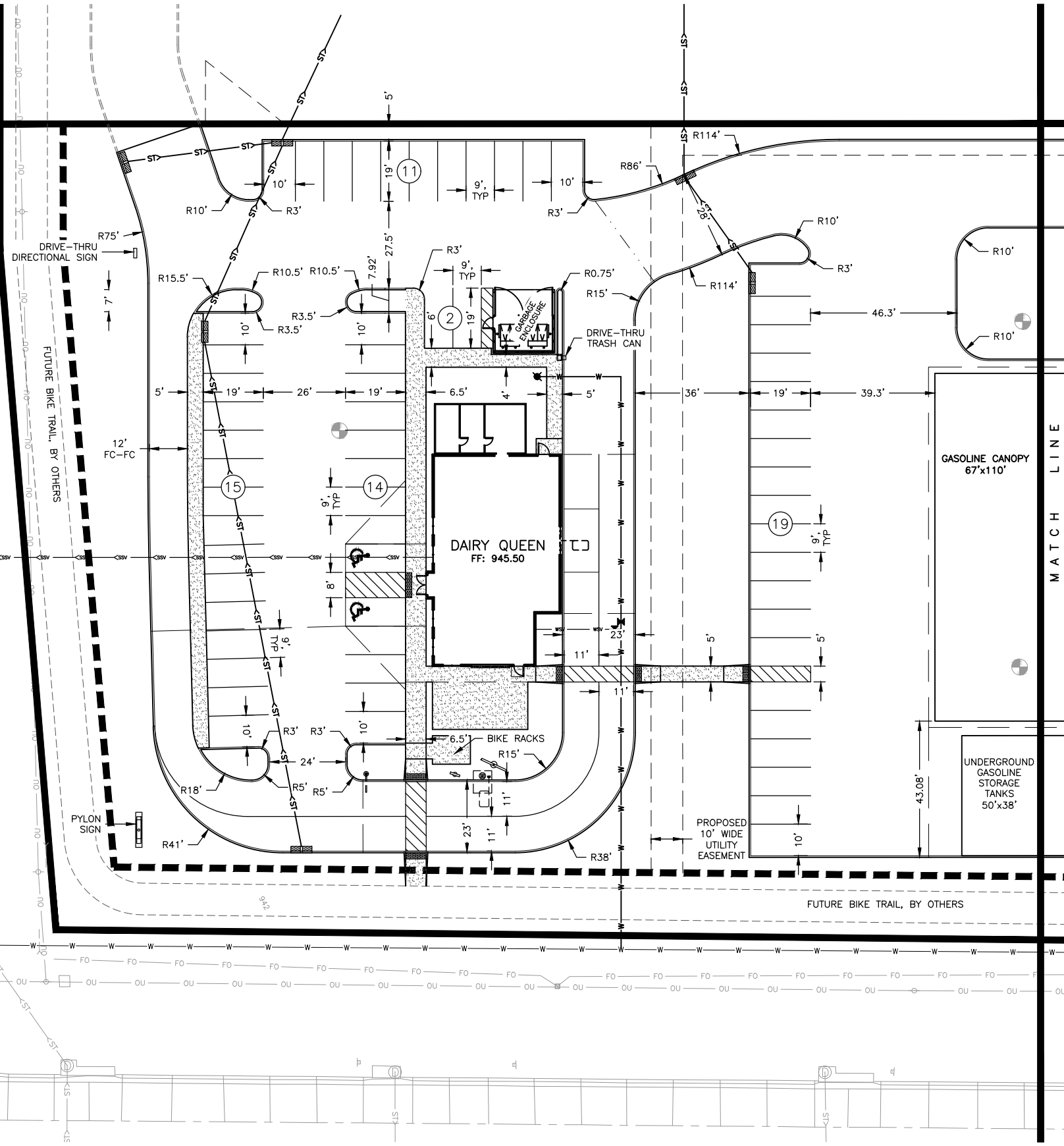


DQ Grill & Chill/Convenience
Store/Auto Service Station
Hwy-1 Site Plan Review

439



HUDSON ROAD



MATCH LINE

20 0 20 40 60 FEET

RIDGEWAY AVENUE

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

ILLINOIS
IOWA
WISCONSIN

OWNER/DEVELOPER:
PETERS CONSTRUCTION CORP.
901 BLACK HAWK ROAD
WATERLOO IA 50704

PROJECT AND LOCATION:
CONVENIENCE STORE/GAS STATION
& DAIRY QUEEN
CEDAR FALLS, IOWA

DRAWN BY: KDB
APPROVED BY: [Signature]
DATE: 7/12/19
SCALE: AS SHOWN

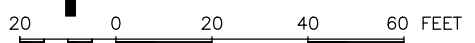
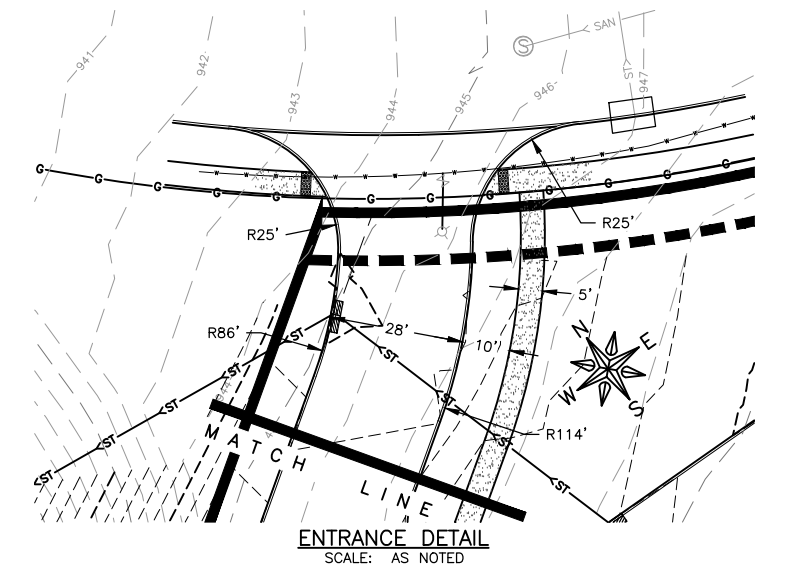
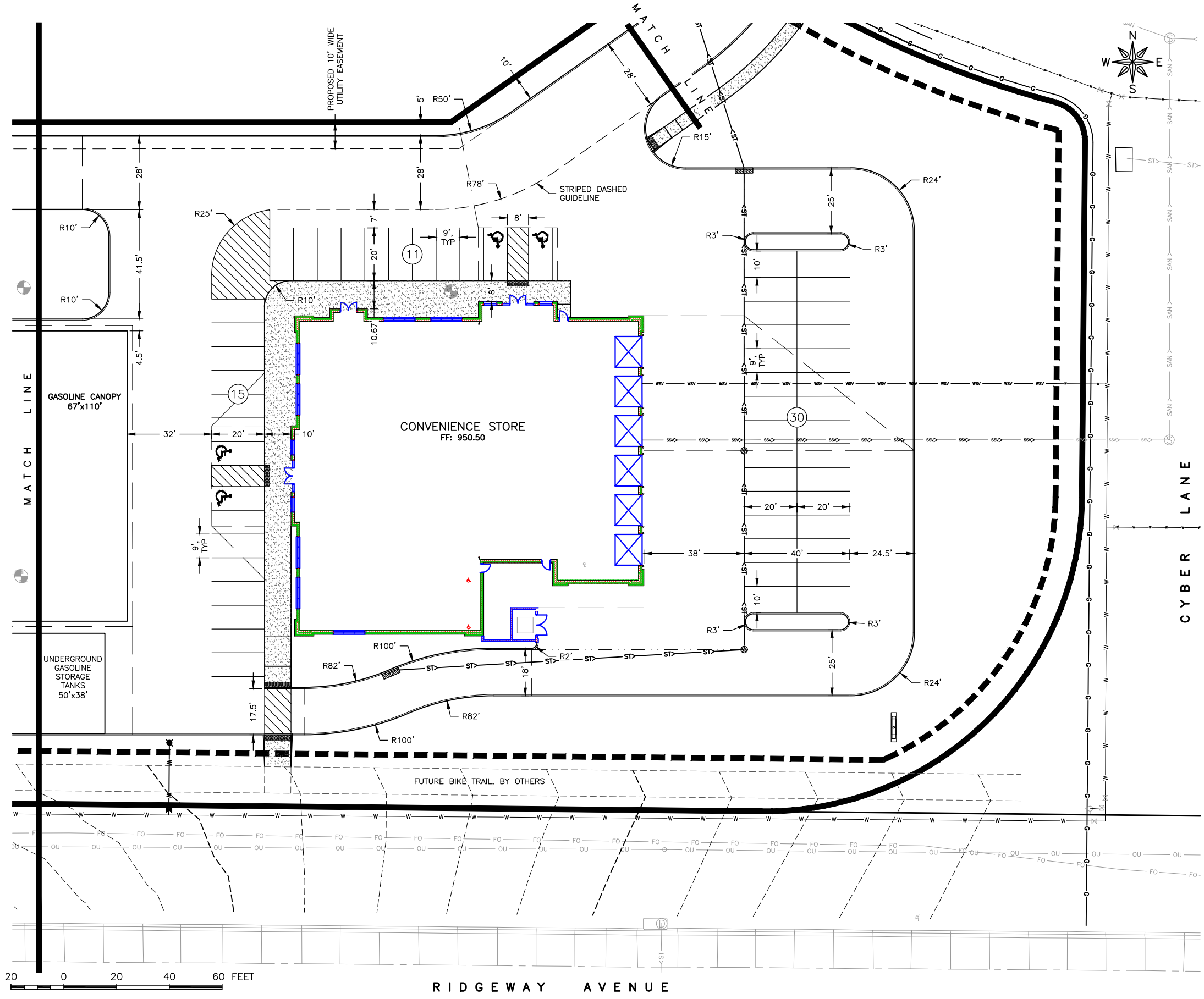
REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:
IMPROVEMENT PLAN - WEST

SET TYPE: PRELIMINARY
G:\C3D\18-1046\Plans\1046 PlanSet - Design.dwg, IMP1

JOB NUMBER:
18-1046

SHEET NUMBER:
C.04



RIDGEWAY AVENUE

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

ILLINOIS
IOWA
WISCONSIN

OWNER/DEVELOPER:
PETERS CONSTRUCTION CORP.
901 BLACK HAWK ROAD
WATERLOO IA 50704

PROJECT AND LOCATION:
CONVENIENCE STORE/GAS STATION
& DAIRY QUEEN
CEDAR FALLS, IOWA

DRAWN BY: KDB
APPROVED BY: [Signature]
DATE: 7/12/19
SCALE: AS SHOWN

REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:
IMPROVEMENT PLAN - EAST

SET TYPE: PRELIMINARY
G:\C30\18\18-1046\Plans\1046 PlanSet - Design.dwg, IMP2

JOB NUMBER:
18-1046

SHEET NUMBER:
C.05

















DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: July 31, 2019
SUBJECT: PC-2 District Site Plan Review – 918 Viking Road

REQUEST: Request to approve a PC-2 Planned Commercial District Site Plan for a new 8,260 square foot retail building.

PETITIONER: HI YIELD LLC, Owner; Clapsaddle-Garber Associates, Inc., Engineer

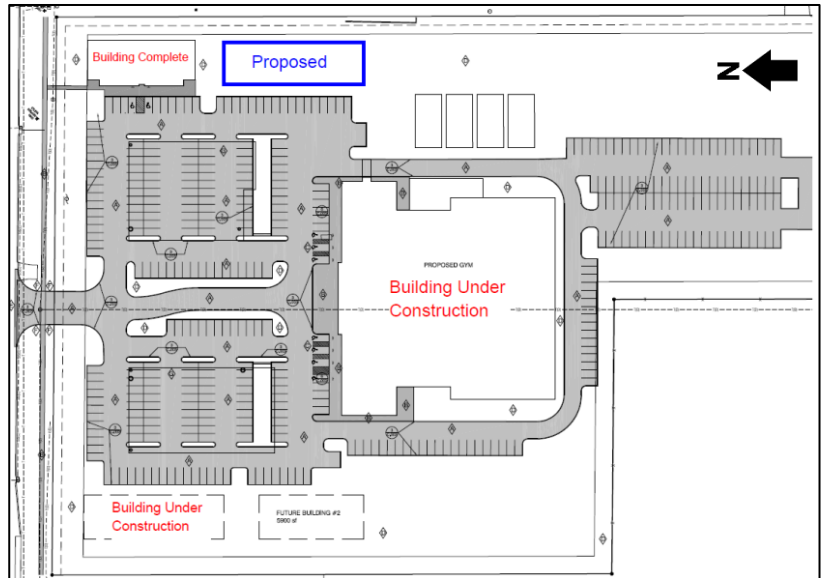
LOCATION: 918 Viking Road

PROPOSAL

It is proposed to construct an 8,260 square foot commercial building (in blue outline to the right) which will provide room for two tenants. The overall development plan for the property includes a 55,000 square foot gym/retail building, and four commercial buildings totaling approximately 30,000 square feet.

BACKGROUND

The property was rezoned by the City Council from A-1 Agricultural District to PC-2 Planned Commercial District on September 19, 2016. A site plan for just the gymnasium/retail building was approved by the City Council on December 5, 2016 after a unanimous recommendation of approval from the Planning & Zoning Commission. During the review of the gymnasium/retail building site plan in 2016, a general design of the 4 outbuildings was presented, however those buildings were not part of the original site plan approval. A site plan was presented for Outbuilding #3 at the northeast corner of the property, and was approved by City Council on August 21, 2017. Then, on October 16, 2017, a revised site plan for the gymnasium/retail building was approved by City Council, which added approximately 10,000 square feet of building area and added a parking area behind the building. A site plan was presented for Outbuilding #1 at the northwest corner of the property, and was approved by City Council on December 3, 2018.



ANALYSIS

The property is zoned PC-2, Planned Commercial District. The PC-2 District is a predominantly commercial project containing retail and general service facilities on larger tracts of land that is designed and improved in accordance with a comprehensive project plan and developmental procedures agreement. It is further the purpose of these regulations to encourage high standards of building architecture and site planning which will foster commercial development that maximizes pedestrian convenience, comfort and pleasure.

As indicated in the Background section, several site plan reviews on this property have already been approved. The overall development plan for the property shows a total of five buildings; one has already been completed, and two are currently under construction. This approval is for the fourth of five buildings. A detailed site plan review of each building when it is proposed to be constructed is required to ensure that the development site satisfies a number of standards. Details such as building design and location, parking, signage, dumpster location, and other similar criteria are reviewed to ensure orderly and quality development in the PC-2 Planned Commercial District.

Following is a review of the zoning ordinance requirements:

- 1) Proposed Use: The 8,260 square foot retail/professional office building is a permitted use in the PC-2 District. **Use permitted.**
- 2) Setbacks: The setbacks apply to the building, parking lot and signage. The PC-2 District normally requires a 30-foot setback around the perimeter of the "district". The PC-2 District also states that for areas less than 10 acres in size, that the setback area may be reduced to 20', subject to review and approval from the Planning & Zoning Commission and City Council. The developer did ask that the 30 foot open space buffer setback be reduced to 20 feet in width, which was approved by City Council.

The proposed building is located 25 feet from the rear property line, which meets the 20 foot minimum buffer requirement. The parking area is also shown approximately 50 feet from the south property line as well. **Building and Parking Area setbacks are satisfied.**

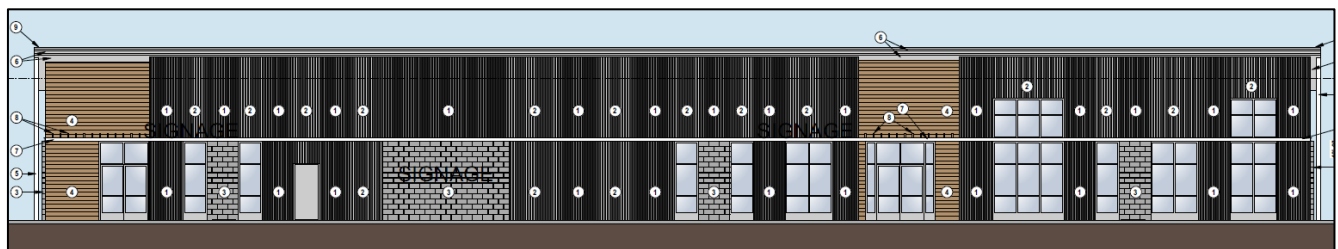
- 3) Parking: The parking requirement was previously calculated for the entire development, which included the gymnasium building and 4 outbuildings. Based on the anticipated uses and sizes of the buildings within this shopping center, the total parking required for all of the uses is 340 parking stalls. The overall site plan showed 346 parking stalls, which meets the minimum requirement. For this parcel alone (918 Viking Rd), 37 parking stalls are shown. There is a shared parking agreement between the individual parcels that allow for shared parking between the properties. **Parking requirements are satisfied.**
- 4) Open Space: Open green space must be provided on site. The ordinance requires 10% of the total development site excluding the required setback area. In this case the lot contains approximately 9 acres of land (400,000 ft²). When the perimeter setbacks are excluded (20-foot minimum), approximately 61,000 square feet can be deducted from the total: $400,000 - 61,000 = 339,000 \times 0.10 = 33,900$ square feet open green space must be provided on site. The property has approximately 298,103 square feet of open space remaining, which far exceeds the minimum open space requirement. **Open green space satisfied.**
- 5) Landscaping: The PC-2 District requires landscape plantings at the rate of 0.02 points per square foot of the total development site excluding the setback areas described above $(0.02 \times 339,000 \text{ ft}^2) = 6,780$ basic site landscaping points. These points can be made up

with any combination of trees, conifers and shrubbery and distributed throughout the parking areas and along the street. This parcel has no street frontage, so no street trees are required.

In addition to these points, landscaping must also be provided to satisfy “parking lot landscaping.” The parking lot calculation must be “added” to the “site/street tree landscaping” number (6,780) to arrive at a total landscaping requirement for the property. The **parking area** landscaping requirement is one tree for every 15 parking stalls or 2,500 square feet of hard surface parking area. If the one tree for every 15 stalls ratio is applied, the total tree planting for this portion of the parking lot would be $37/15$ stalls = 3 trees. The plan for this portion of the development shows 3 parking lot trees.

A landscaping plan for the overall site was submitted when the gymnasium building went through the site plan review process. All requirements were met at that time. For this portion of the development, the landscaping plan appears to be similar to what was submitted for the overall development and for the completed outbuilding #3, with trees located within the parking lot, and trees located around the building. **Landscape Plan is acceptable.**

- 6) **Sidewalks:** A Sidewalk is identified along the building frontage. This sidewalk will connect this building to the building to the south, which will connect to the sidewalk that will be installed along Viking Road. **Sidewalk plan is acceptable, and will be installed in conjunction with the construction of this building.**
- 7) **Building Design:** The proposed building will be constructed with a mixture of rock faced block (gray), Cumaru wood shiplap siding, glass windows and doors, and two tones of corrugated metal paneling (silver and charcoal). Wall signage will also be located above each doorway. This building design is the same as Outbuilding #1 and #3, which was previously approved. **Overall Building Design is acceptable.**

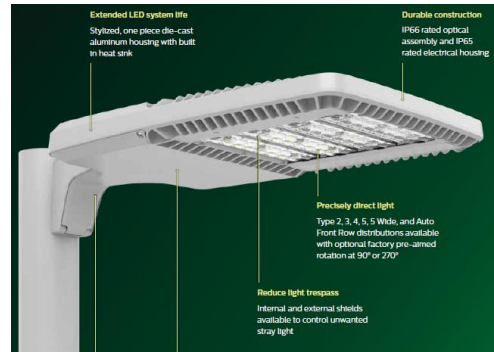


Front Design of Building

- 8) **Trash Dumpsters:** The dumpster enclosure will be located just to the southeast of the building, between the gymnasium building and the proposed building. A dumpster enclosure plan was submitted when the gymnasium building was proposed that included a 6' split face block wall with a slated gate for access. **Dumpster enclosure plan is acceptable.**
- 9) **Storm Water Management:** There are two underground storm water collection areas located under the parking lot in front of Outbuilding #1 and Outbuilding #3. These detention basins release the water into the storm sewer located along Viking Road. Also, there is a storm water detention area located to the southwest of the gymnasium building. Water from around the gymnasium building and areas south of the gymnasium building will go to this detention pond. This overall storm water management plan was reviewed and approved the Engineering Division during the site plan review of the gymnasium building in 2016.

individual SWPPP application and permit will be required for this building, and each remaining building, as they are being proposed.

- 10) Lighting Plan: While not required by the PC-2 District requirements, a general lighting plan has been submitted and appears to be satisfactory. The applicant has provided information showing the location of 9 proposed light poles to be installed in front of the building and within the parking lot. The lighting fixtures will consist of LED die-cast aluminum box downlights.



- 11) Signage: The PC-2 District permits wall signs to cover 20% of the surface area of any one wall space. However, no more than two wall faces can be utilized for signage in the PC-2 District. Wall signage is identified on the front side of the building over each tenant space entry. One main freestanding entrance sign is allowed adjacent to the adjoining major thoroughfare. Said sign shall not exceed 20 feet in height and 200 square feet in area. A freestanding entrance sign was shown on the original site plan submittal for the gymnasium building. **Signage requirements appear to be met, but will be verified at the time of sign permit application.**

TECHNICAL COMMENTS

City technical staff, including Cedar Falls Utilities (CFU) personnel, have few comments on the proposed site plan. All basic utility services are available to the site. The developer is required to provide all utility services to the building and must coordinate those improvements with CFU personnel.

The City Engineering Division has had comments regarding their Storm Water Pollution Prevention Plan (SWPPP) for the site. A number of deficiencies were noted by City staff during several past site visits; however, those items have been addressed by the developer. The developer and contractor for the site will need to address any changes that occur as construction continues on the site with continued maintenance, weekly inspections, seeding during appropriate times, and use of SWPPP approved stabilization techniques. The City is requiring that the developer obtain an individual SWPPP permit for each of the remaining buildings on the site prior to construction to help maintain control of the site during the duration of the remaining construction on the site.

STAFF RECOMMENDATION

The Planning & Zoning Commission and City Staff recommend approval of the PC-2 District Site Plan for the construction of a new commercial building on the property.

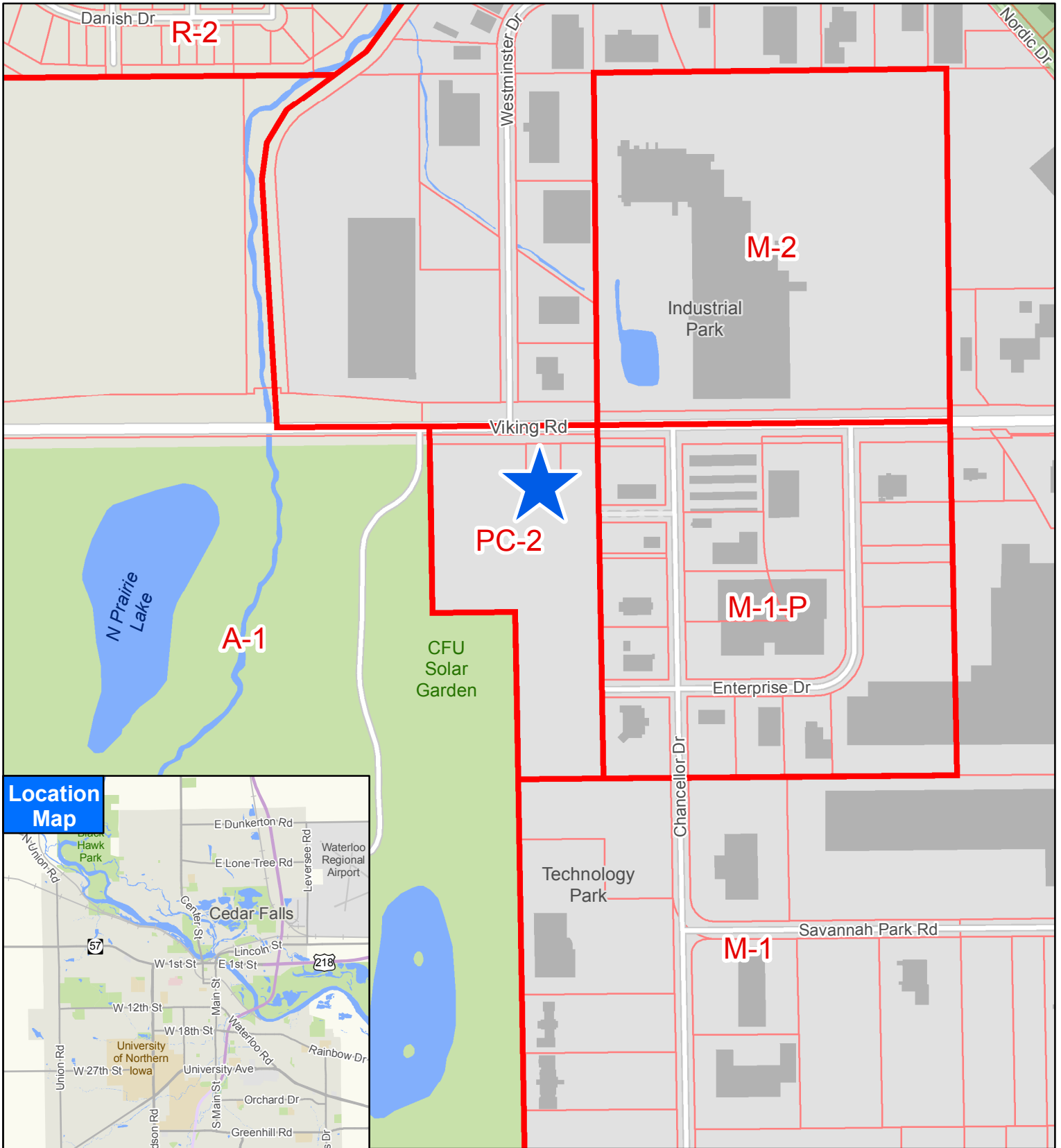
PLANNING & ZONING COMMISSION

Discussion/Vote 7/24/2019 Chair Holst introduced the item and Mr. Graham provided background information. He explained that the site plan is for a new commercial building at 918 Viking Road that will include five different buildings. In 2016 there was an overall site plan approved with a gymnasium and five outbuildings. The proposed building is the fourth of the five. Mr. Graham displayed the site plan, as well as the paving, explaining that the paving has been done in stages as the buildings are completed. He showed renderings of the building design and the landscape plan. Staff recommends approval of the 8,260 square foot retail building with any comments or direction specified by the

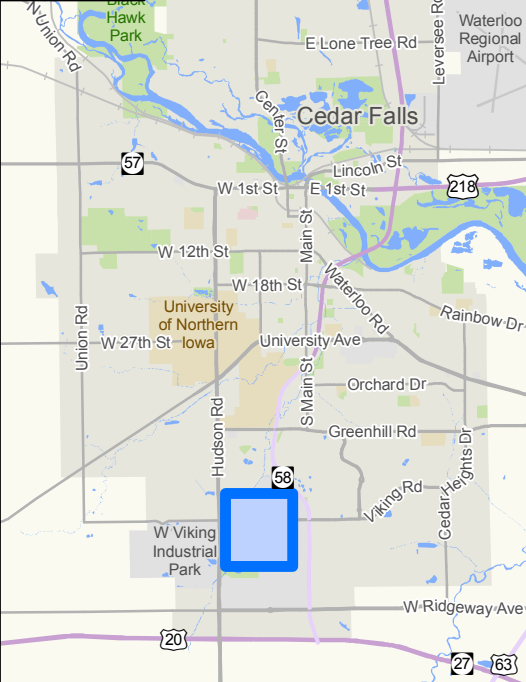
Commission.

Chair Holst stated that he feels that the site plan follows the previous iterations of the project.

Ms. Saul made a motion to approve the Minutes as presented. Ms. Prideaux seconded the motion. The motion was approved unanimously with 6 ayes (Adkins, Holst, Leeper, Prideaux, Saul and Wingert), and 0 nays.



Location Map



918 Viking Road - PC-2 District
Site Plan Review

TRAFFIC CONTROL NOTES

1. ALL TRAFFIC CONTROL DEVICES & BARRIERS SHALL BE FURNISHED, ERRECTED, MAINTAINED, & REMOVED BY THE CONTRACTOR.
2. PROPOSED CHANGES TO THE TRAFFIC CONTROL PLAN SHALL BE REVIEWED WITH THE ENGINEER BEFORE CHANGES ARE MADE.

GENERAL LAYOUT NOTES:

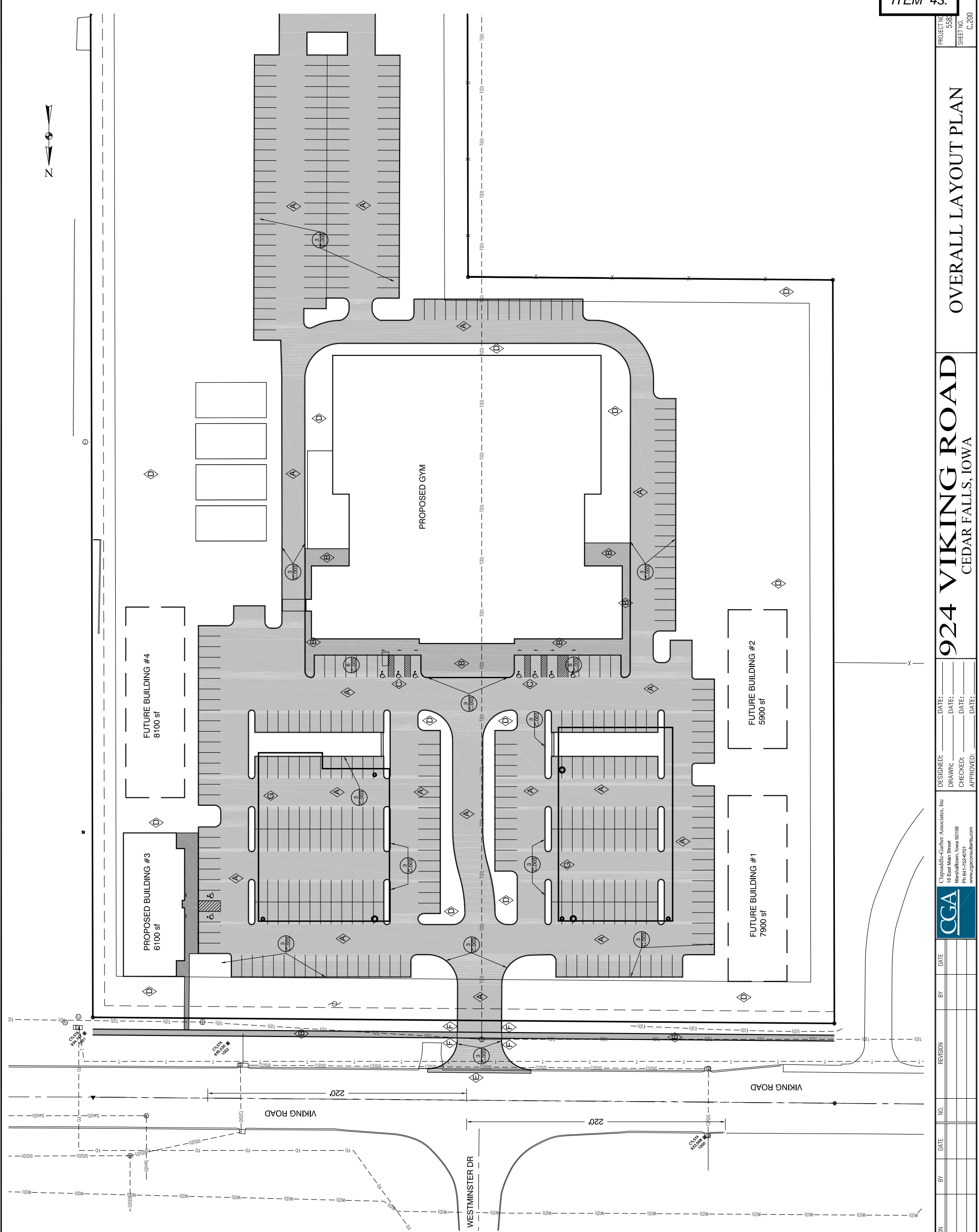
1. ALL DIMENSIONS ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.
2. ALL WORK SHALL BE IN ACCORDANCE WITH OSHA CODES & STANDARDS. NOTHING INDICATED ON THESE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH APPROPRIATE SAFETY REGULATIONS.
3. SIGHT LIGHTING SHALL BE DETERMINED BY THE OWNER.
4. ALL DISTURBED AREAS SHALL BE SEEDED, FERTILIZED & MULCHED UNLESS OTHERWISE NOTED IN PLANS. REFER TO LANDSCAPING PLAN.
5. ANY DAMAGE TO THE PAVEMENT NOT SHOWN FOR REMOVAL ON THE PLANS DUE TO CONSTRUCTION ACTIVITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. ALL EFFORTS SHALL BE MADE TO NOT DISTURB EXISTING PAVEMENT.
6. COORDINATE GAS, ELECTRIC, TELEPHONE, & FIBER OPTIC WITH RESPECTIVE UTILITY COMPANIES.
7. ALL CONSTRUCTION MATERIALS: DUMPSTERS, DETACHED TRAILERS, OR SIMILAR ITEMS ARE PROHIBITED ON PUBLIC STREETS OR WITHIN PUBLIC RIGHT-OF-WAY.

CONSTRUCTION DETAILS

- Ⓐ 6" STANDARD INTEGRAL PCC CURB & GUTTER
- Ⓑ STRAIGHT FACED CLASS A SIDEWALK

KEY CONSTRUCTION NOTES

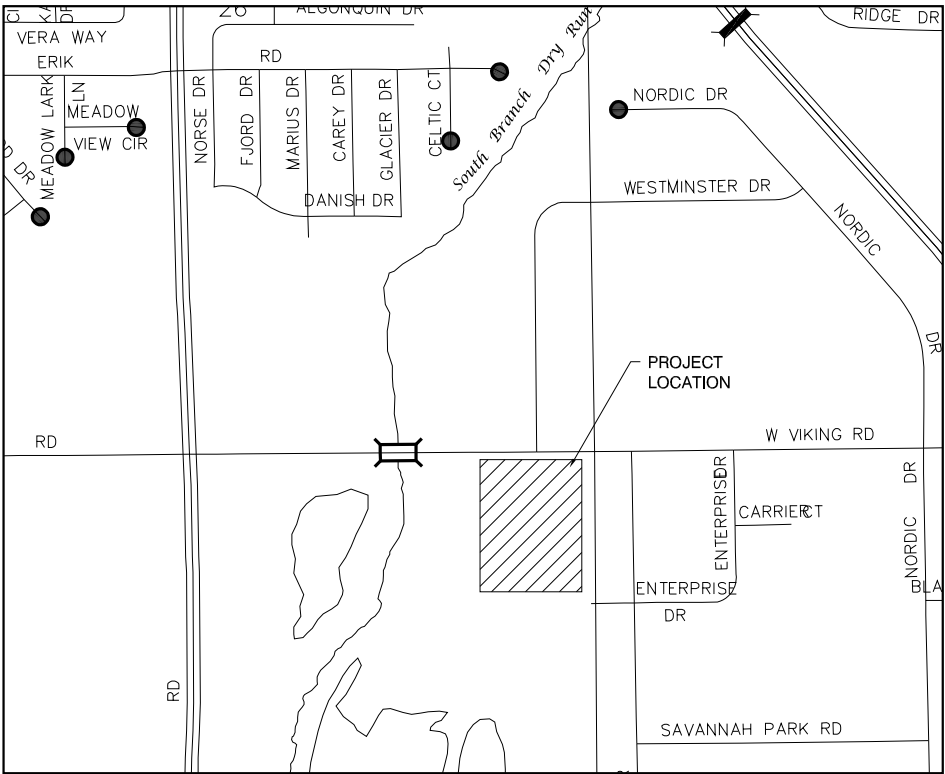
- Ⓐ INSTALL 6" PCC PAVEMENT SECTION IN PARKING & DRIVE AREAS. REFER TO DETAIL 1 ON C.503.
- Ⓑ INSTALL PCC SIDEWALK SECTION. REFER TO DETAIL 2 ON C.503.
- Ⓒ INSTALL HANDICAPPED PAVEMENT MARKING & "RESERVED PARKING" SIGN PER STATE OF IOWA CODE.
- Ⓓ PLANTED AREA.
- Ⓔ INSTALL DRIVEWAY DROP CURB. REFER TO DETAIL 3 ON C.003.
- Ⓕ INSTALL CURB RUNOUT. REFER TO DETAIL 3 ON C.003.
- Ⓖ UNDERGROUND DETENTION AREA



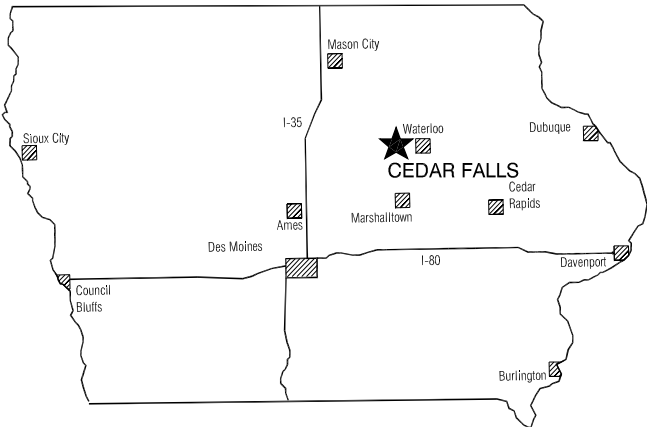
918 VIKING ROAD CEDAR FALLS, IOWA

GRADING, PAVING, AND UTILITIES AND BUILDING CONSTRUCTION

WORK AND MATERIALS SHALL BE IN ACCORDANCE WITH
THE IOWA STATEWIDE URBAN STANDARD
SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, 2019
EDITION (SUDAS) AND THE CITY OF CEDAR FALLS
STANDARD SPECIFICATIONS



VICINITY MAP
NOT TO SCALE



LOCATION MAP



Clapsaddle-Garber Associates, Inc
16 East Main Street, P.O. Box 754
Marshalltown, Iowa 50158
Phone 641-752-6701
www.cgaconsultants.com

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
C.01	TITLE SHEET
C.100	EXISTING CONDITIONS
C.200	LAYOUT PLAN
C.201	STAGING PLAN
C.202	LANDSCAPING PLAN
C.300	GRADING PLAN

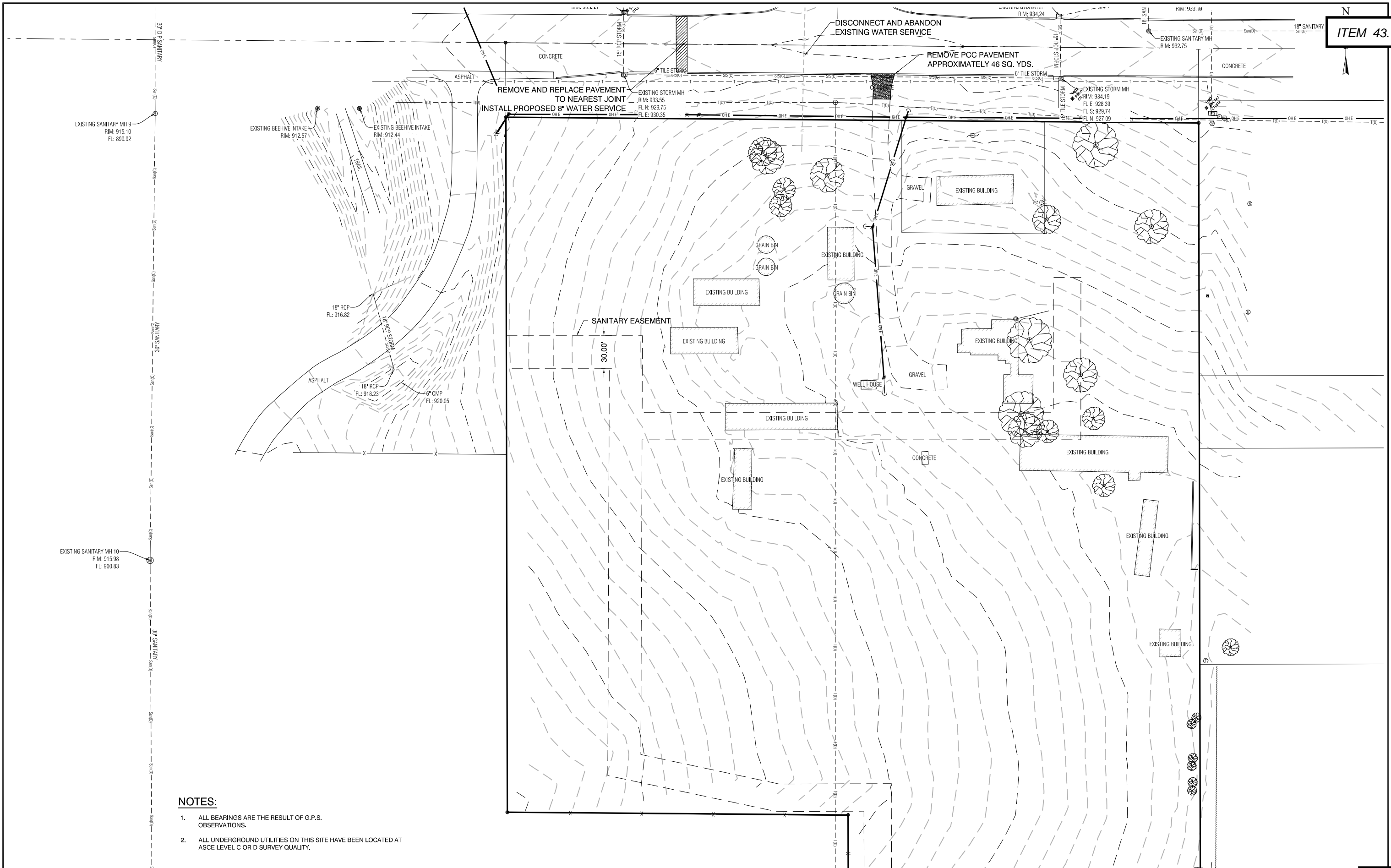
ADAM C. DATERS
LICENSED
19579
IOWA
PROFESSIONAL ENGINEER

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Signature _____ Date _____
Adam C. Daters, PE
Iowa License Number 19579
My license renewal date is December 31, 2019

Pages or sheets covered by this sheet: _____

J:\5582\dwg\Sheets\5582 - SE Bldg Overhead.dwg - C.01 - 05-29-19 - 1:38pm - 5/29/19



- NOTES:**
1. ALL BEARINGS ARE THE RESULT OF G.P.S. OBSERVATIONS.
 2. ALL UNDERGROUND UTILITIES ON THIS SITE HAVE BEEN LOCATED AT ASCE LEVEL C OR D SURVEY QUALITY.



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

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 16 East Main Street
 Marshalltown, Iowa 50158
 Ph 641-752-6701
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 CHECKED: _____ DATE: _____
 APPROVED: _____ DATE: _____

918 VIKING ROAD
 CEDAR FALLS, IOWA

EXISTING CONDITIONS

J:\5582\wg\Sheets\SE Building Site Plans\5582 - SE Bldg Existing Conditions.dwg - C.100 - 02-11-19 - 10:40am - JFS95



ITEM 43.

OWNER OF RECORD:

HI YIELD, LLC

DATE OF PREPARATION:

02-11-2019

APPLICANT INFORMATION

DAHLSTROM REAL ESTATE
604 CLAY STREET
CEDAR FALLS IOWA 50613
CONTACT: R. WAYNE WILLIAMSON, AIA (319-939-3846)

DEVELOPER INFORMATION

HI YIELD, LLC
604 CLAY ST.
CEDAR FALLS, IOWA 50613
CONTACT: CORY HENKE (319-640-0182)

ZONE INFORMATION:

DISTRICT: PC-2

BUILDING SETBACKS

	REQUIRED	PROVIDED
FRONT YARD:	25'	35'
SIDE YARDS:	10'	28'

PARKING INFORMATION:

	PROVIDED	REQUIRED
ABOVE GROUND:	37	37
HANDICAP ACCESSIBLE	2	2
TOTAL:	37	37

LEGEND

- 1 PCC
- 2 LANDSCAPING
- 3 SIDEWALK

BUILDING INFORMATION

AREA: 8,260 SF
HEIGHT: 22'

PROPOSED EASEMENTS

PROPOSED EASEMENTS FOR 8" WATERMAIN AND 8" SANITARY SEWER WILL BE PRESENT ON THE SITE.

STORMWATER MANAGEMENT

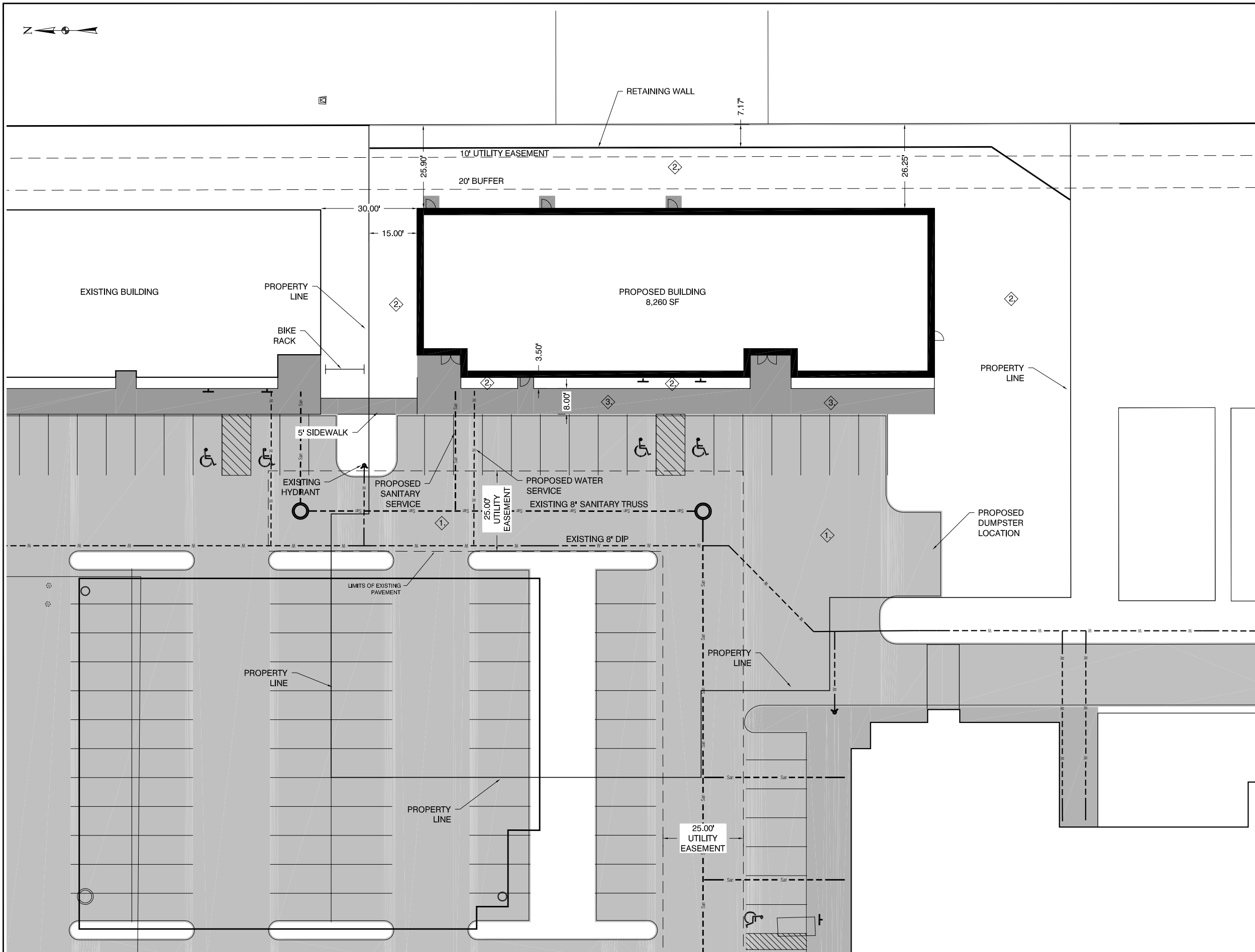
STORMWATER MANAGEMENT TO BE PROVIDED BY DETENTION FACILITIES PLANNED FOR THE ENTIRE VIKING ROAD SITE. A STORMWATER REPORT WAS PREVIOUSLY SUBMITTED FOR THE 924 VIKING ROAD PROJECT.

SIGHT TRIANGLES

SIGHT TRIANGLES WERE DEVELOPED USING A 45 MPH DESIGN SPEED. THE TRIANGLES WERE PREVIOUSLY SUBMITTED FOR THE 924 VIKING ROAD PROJECT.

FLOODPLAIN

NO FLOODPLAIN PRESENT PER FEMA PANEL 19013C0277F EFF. 7/18/2011



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE



DESIGNED: _____ DATE: _____
 DRAWN: _____ DATE: _____
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 APPROVED: _____ DATE: _____

918 VIKING ROAD
CEDAR FALLS, IOWA

LAYOUT PLAN

PROJECT NO. _____
 SHEET NO. _____
 C.200

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UTILITY INSTATLLATION

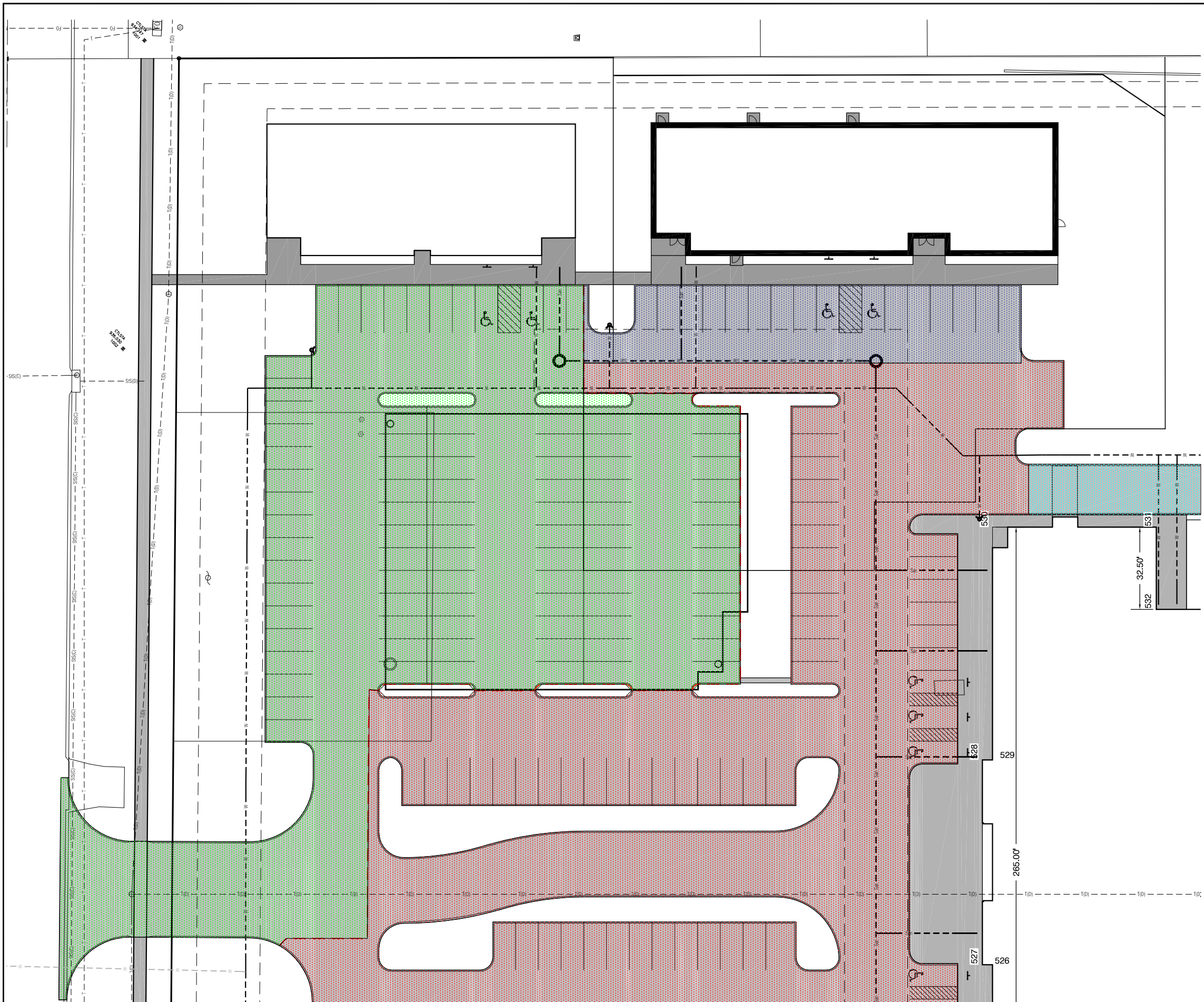
PUBLIC UTILITY EXTENSIONS REQUIRED TO SERVE THIS BUILDING WILL BE INSTALLED PER DESIGN PLANS FOR ENTIRE DEVELOPMENT. UTILITY CONSTRUCTION PLANS TO BE UPDATED AND APPROVED BY CITY OF CEDAR FALLS ENGINEERING PRIOR TO INSTALLATION OF PUBLIC INFRASTRUCTURE.

STORMWATER MANAGEMENT

WESTERLY UNDERGROUND DETENTION FACILITY TO BE INSTALLED WITH CONSTRUCTION OF THIS BUILDING. ASSOCIATED STORM SEWER TO BE INSTALLED TO CAPTURE RUNOFF AS INDICATED IN STORM WATER MANAGEMENT PLAN FOR ENTIRE DEVELOPMENT.

LEGEND

-  PAVING COMPLETED DURING CONSTRUCTION OF PROPOSED BUILDING
-  PAVING COMPLETED PRIOR TO CONSTRUCTION OF PROPOSED BUILDING
-  CURRENT PAVED AREA
-  FUTURE PAVED AREA



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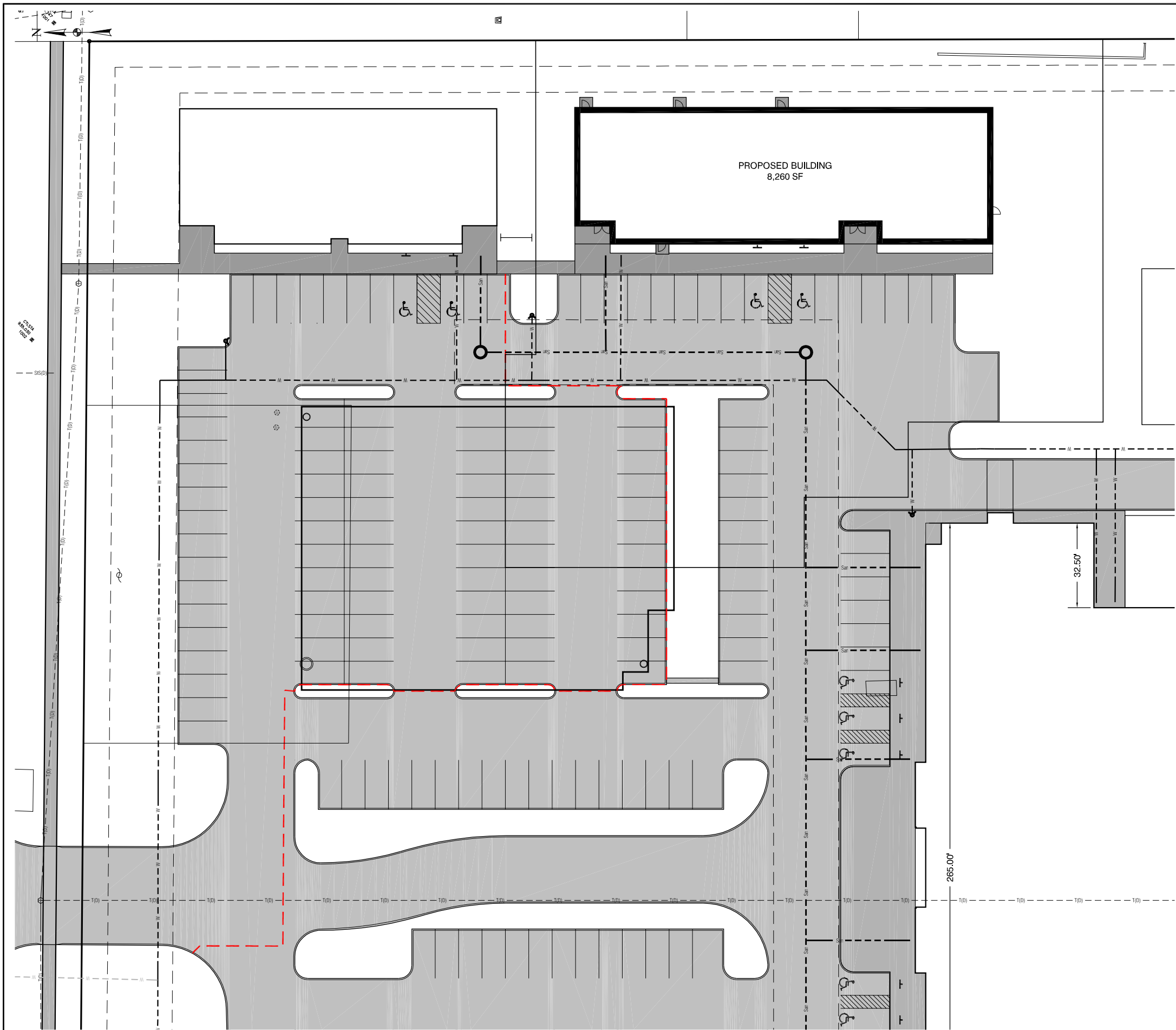
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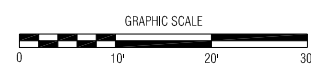
918 VIKING ROAD
 CEDAR FALLS, IOWA

STAGING PLAN



REQUIRED ORDINANCE	mvoe PROVIDED			
0.02 POINTS PER SQ. FT. OF TOTAL DEVELOPED AREA SHALL BE LANDSCAPED	QTY	TYPE	PTS/EA	PTS/TYP
40,000 SF X 0.02 = 800 POINTS NEEDED	4	2" OVERSTORY TREES	80	= 320
	8	2" UNDERSTORY	40	= 320
	0	6" EVERGREEN	80	= 0
	16	5 GAL SHRUBS	10	= 160
			TOTAL POINTS = 800	
STREET TREE PLANTING: A MINIMUM OF 0.75 POINTS PER LINEAR FOOT OF STREET FRONTAGE SHALL BE PROVIDED	NO STREET TREES REQUIRED			
0 LF X 0.75 = 0 POINTS NEEDED				

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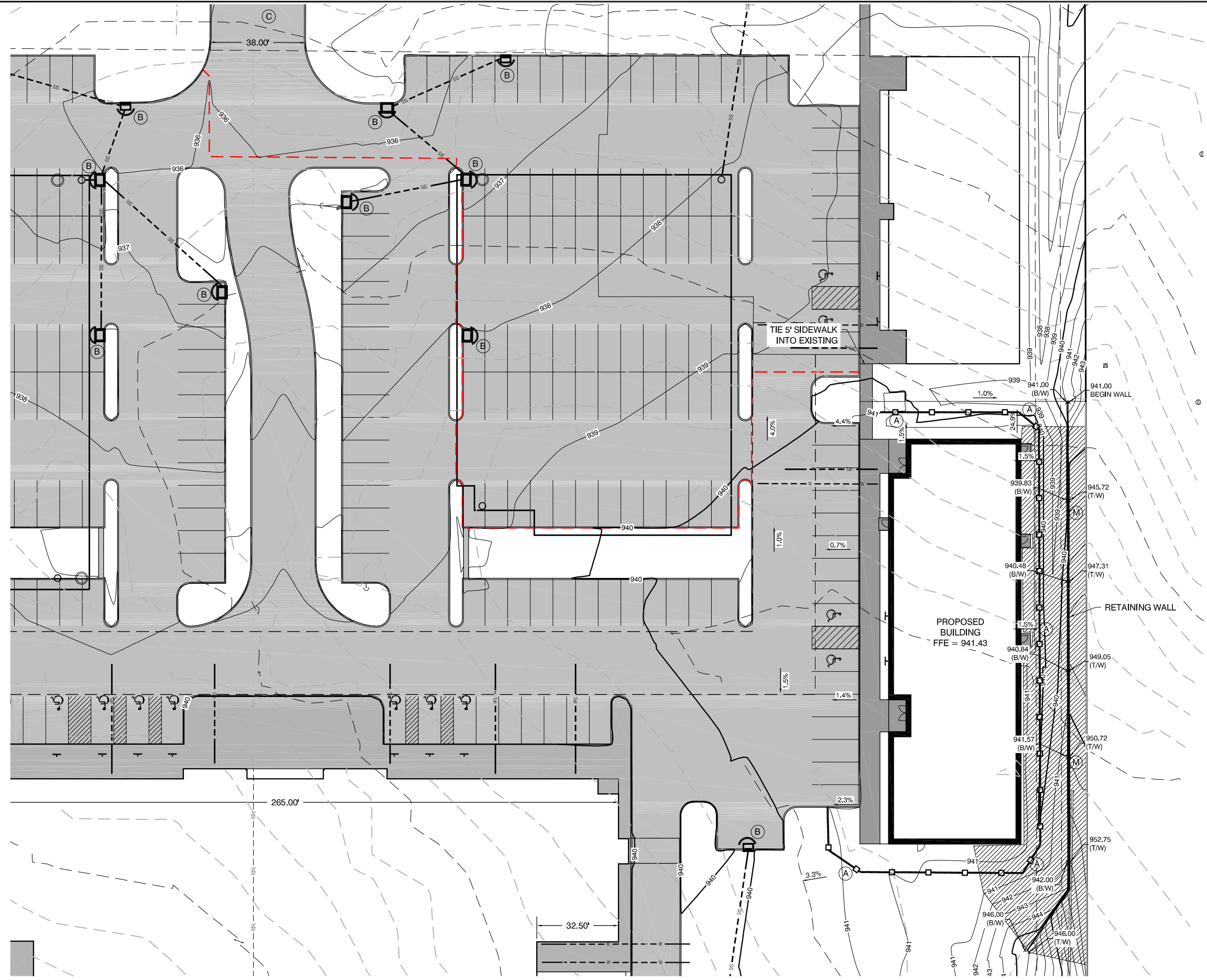
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918 VIKING ROAD
 CEDAR FALLS, IOWA

LANDSCAPING PLAN



POLLUTION PREVENTION PLAN NOTES

1. A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) HAS BEEN DEVELOPED IN ACCORDANCE WITH THE CITY OF CEDAR FALLS. ALL CONTRACTORS SHALL BE SUPPLIED A COPY OF THE SWPPP DOCUMENT AT THE BEGINNING OF CONSTRUCTION. A COPY OF THE SWPPP DOCUMENTS SHALL BE LOCATED WITH THE SWPPP MANAGER AT ALL TIME. COPIES CAN ALSO BE FOUND AT THE OFFICES OF 5106 NORDIC DRIVE, CEDAR FALLS, IA 50613 AND 16 E MAIN STREET, MARSHALLTOWN, IA 50158. ALL CONTRACTORS/SUBCONTRACTORS SHALL CONDUCT THEIR OPERATIONS IN A MANNER THAT MINIMIZES EROSION AND PREVENTS SEDIMENTS AND NON EARTH DISTURBING POLLUTANTS FROM LEAVING THE SITE AS DESCRIBED IN THE SWPPP. THE PRIME CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE AND IMPLEMENTATION OF THE SWPPP FOR THEIR ENTIRE CONTRACT. THIS RESPONSIBILITY SHALL BE FURTHER SHARED WITH SUBCONTRACTORS WHOSE WORK IS A SOURCE OF POTENTIAL POLLUTION AS DEFINED IN THE SWPPP.
2. THIS SHEET IS NOT THE COMPLETE STORM WATER PREVENTION PLAN (SWPPP), BUT RATHER A PART OF THE SWPPP THAT IS TO BE UPDATED REGULARLY BY THE CONTRACTOR. IT IS THE PRIME CONTRACTORS RESPONSIBILITY TO UPDATE THE SWPPP PLAN AS NEEDED AS WELL AS CONDUCT ANY NECESSARY INSPECTIONS IN ACCORDANCE WITH THE CITY OF CEDAR FALLS, IOWA DNR AND EPA GUIDELINES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ANY DEFICIENCIES, CORRECTING THOSE DEFICIENCIES IMMEDIATELY AND DOCUMENTING SUCH WITH THE SWPPP. ALL EROSION CONTROL ITEMS SHALL BE REMOVED AT THE END OF THE PROJECT. THE SWPPP MANAGER SHALL UPDATE SITE PLAN WITH THE LOCATION OF THE "POLLUTION PREVENTION PLAN LEGEND" ITEMS ONCE THE LOCATION OF THOSE CONTROLS IS ESTABLISHED. ANY ADDITIONAL CONTROLS THAT ARE USED BUT ARE NOT LISTED IN THE LEGEND SHALL BE CLEARLY IDENTIFIED ON THE PLANS.
3. CONSTRUCTION APPROACH FROM PAVED AREA TO CONSTRUCTION SITE SHALL BE ROCKED, ALL DESIGNATED PARKING AND MATERIAL AND EQUIPMENT STORAGE AREAS SHALL BE ON ROCKED OR PAVED AREAS. CONCRETE WASHO

CONTROL NOTES

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3. CONCRETE WASHOUT SHALL BE DIRECTLY ADJACENT TO SITE TO AVOID TRACKING.
4. ALL EXISTING INTAKES SHALL BE PROTECTED WITH WADDLES OR SEDIMENT FILTER BAGS.
5. ALL CONSTRUCTION WASTE MATERIALS, INCLUDING PAINT AND CHEMICALS, SHALL BE DISPOSED OF PROPERLY.
6. TURF REINFORCEMENT MAT TO BE USED ON ALL SLOPES OVER 4:1.
7. ALL EROSION AND SEDIMENT CONTROL MEASURES TO REMAIN IN PLACE UNTIL FINAL STABILIZATION HAS BEEN APPROVED BY THE CITY OF CEDAR FALLS.

LEGEND:

- (A) SILT FENCE
- (B) INTAKE PROTECTION
- (C) CONSTRUCTION ENTRANCE
- (D) CONCRETE WASHOUT
- (E) CONSTRUCTION PARKING
- (F) EQUIPMENT AND MATERIAL STORAGE
- (G) HAZARDOUS MATERIALS/CHEMICAL STORAGE
- (H) SANITARY FACILITIES
- (I) GARBAGE/RECYCLING FACILITIES
- (J) JOB TRAILER
- (K) SOIL/TOPSOIL/CLEARED VEGETATION STOCKPILES
- (L) POST CONSTRUCTION STORMWATER CONTROLS
- (M) TURF REINFORCEMENT MAT

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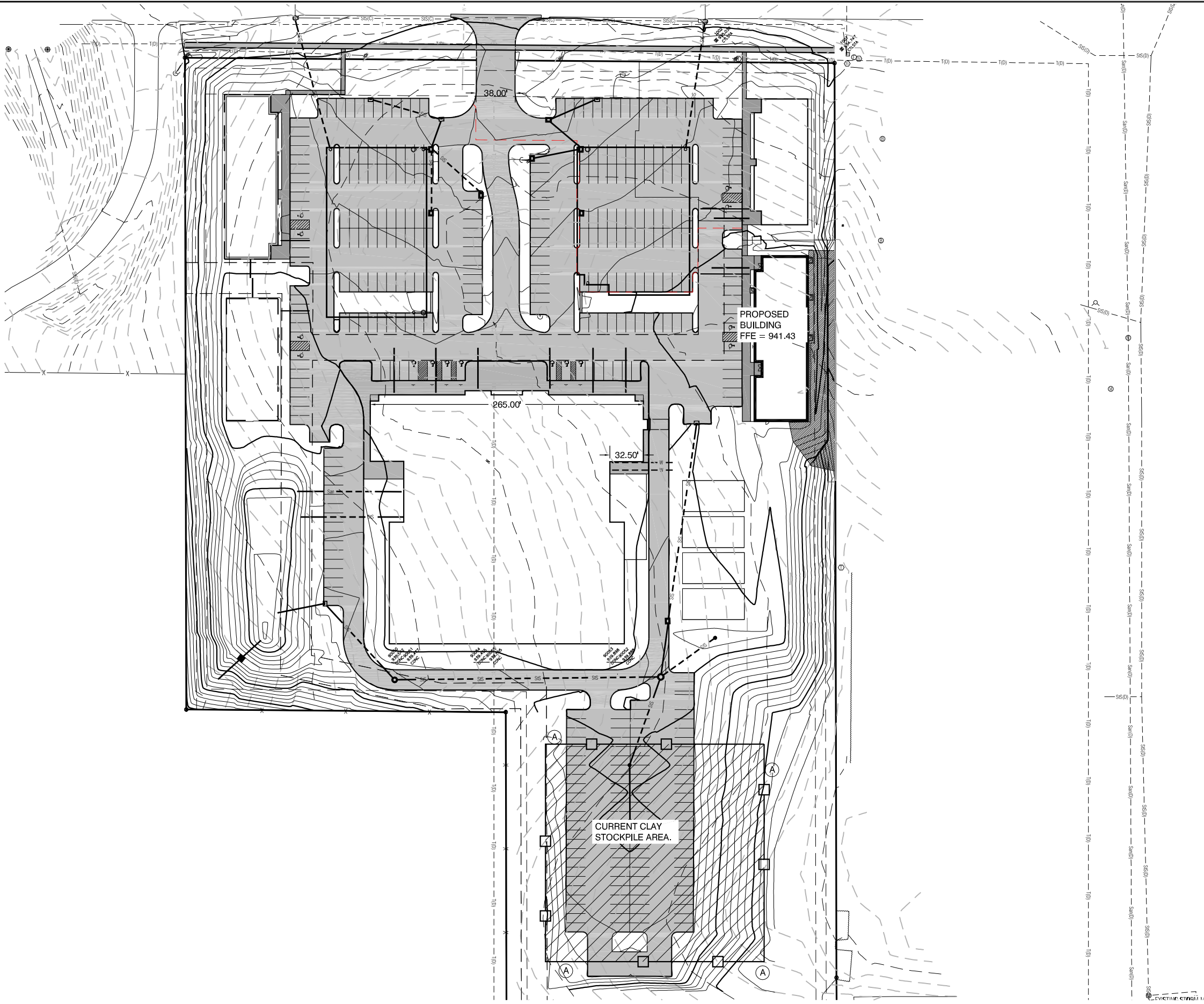
NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

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918 VIKING ROAD
 CEDAR FALLS, IOWA

GRADING PLAN



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7. ALL EROSION AND SEDIMENT CONTROL MEASURES TO REMAIN IN PLACE UNTIL FINAL STABILIZATION HAS BEEN APPROVED BY THE CITY OF CEDAR FALLS.

LEGEND:

- (A) SILT FENCE
- (B) INTAKE PROTECTION
- (C) CONSTRUCTION ENTRANCE
- (D) CONCRETE WASHOUT
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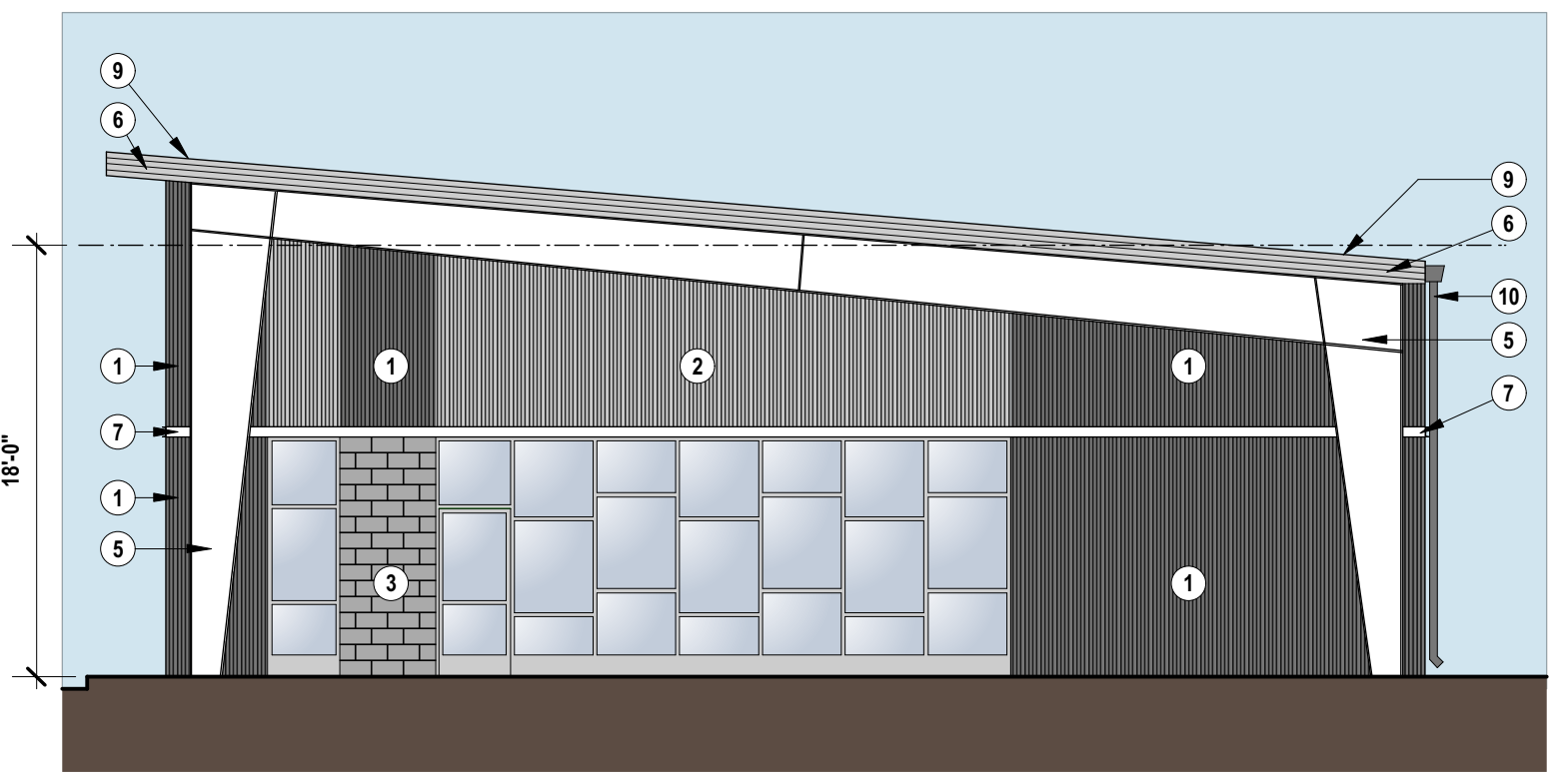
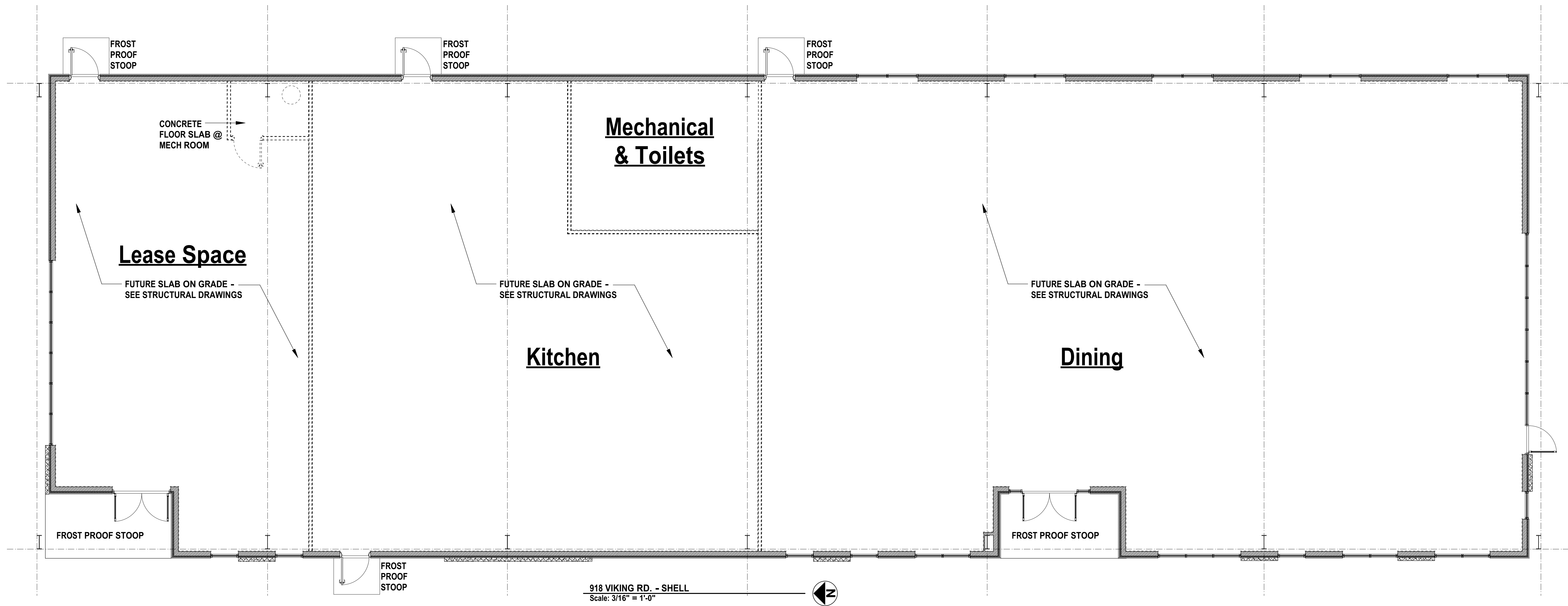
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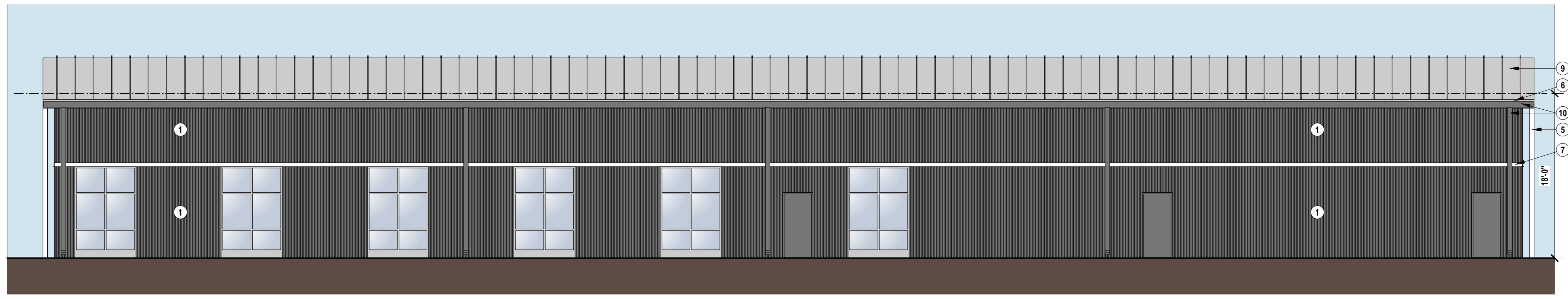
918 VIKING ROAD
 CEDAR FALLS, IOWA

GRADING PLAN

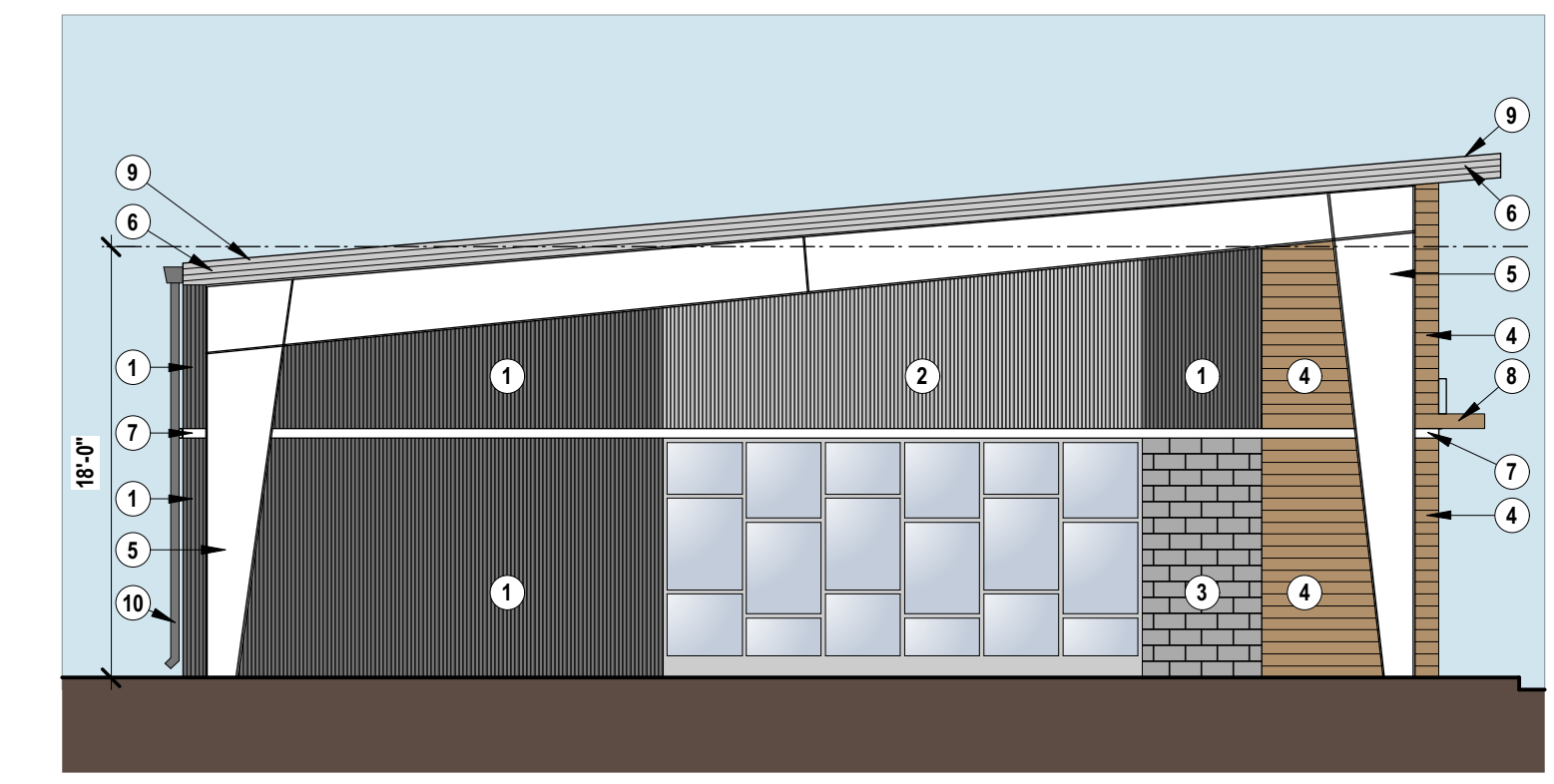
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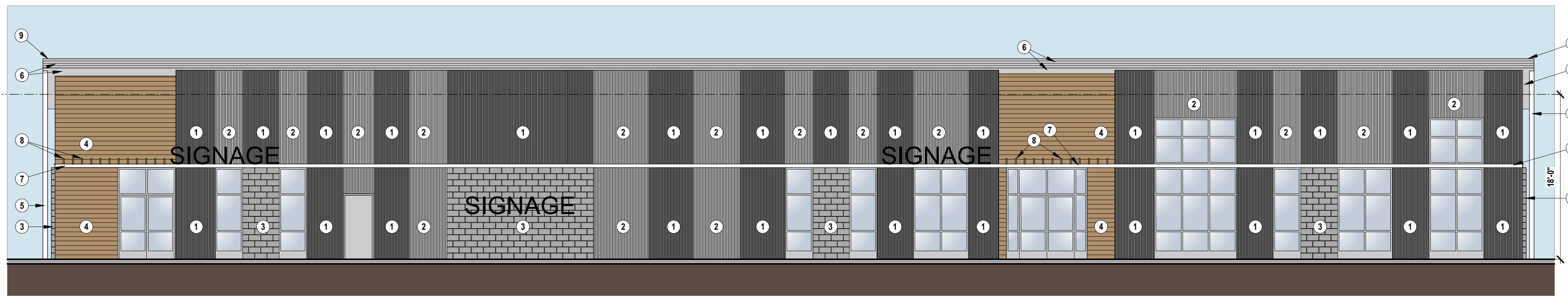
SIDE ELEVATION - SOUTH
Scale: 1/8" = 1'-0"



REAR ELEVATION - EAST
Scale: 1/8" = 1'-0"



SIDE ELEVATION - NORTH
Scale: 1/8" = 1'-0"



FRONT ELEVATION - WEST
Scale: 1/8" = 1'-0"

**Proposed Building for:
918 VIKING ROAD**

EXTERIOR FINISH GUIDE
NOTE: ALL EXTERIOR MATERIALS MUST HAVE A SAMPLE APPROVED BY THE ARCHITECT BEFORE MATERIALS ARE ORDERED

- ① 7/8" VERTICAL CORRUGATED METAL PANEL - CHARCOAL
- ② 7/8" VERTICAL CORRUGATED METAL PANEL - SILVER
- ③ ROCK FACED CEMENT MASONRY UNITS - GRAY COLOR
- ④ CUMARU WOOD SHIPLAP SIDING WITH NATURAL COLOR SEALER
- ⑤ GALVANIZED STEEL FRAME PAINTED BONE WHITE, 2 COATS OVER PRIMER, SEMI-GLOSS
- ⑥ STEEL SOFFIT AND FASCIA TRIM - SILVER
- ⑦ GALVANIZED STEEL CHANNEL PAINTED BONE WHITE, 2 COATS OVER PRIMER, SEMI-GLOSS
- ⑧ CUMARU WOOD 2 x 8 OUTLOOKERS WITH NATURAL COLOR SEALER
- ⑨ STANDING SEAM METAL ROOF - GALVALUME
- ⑩ 8 x 8 GUTTER & 4 x 6 DOWNSPOUTS - CHARCOAL

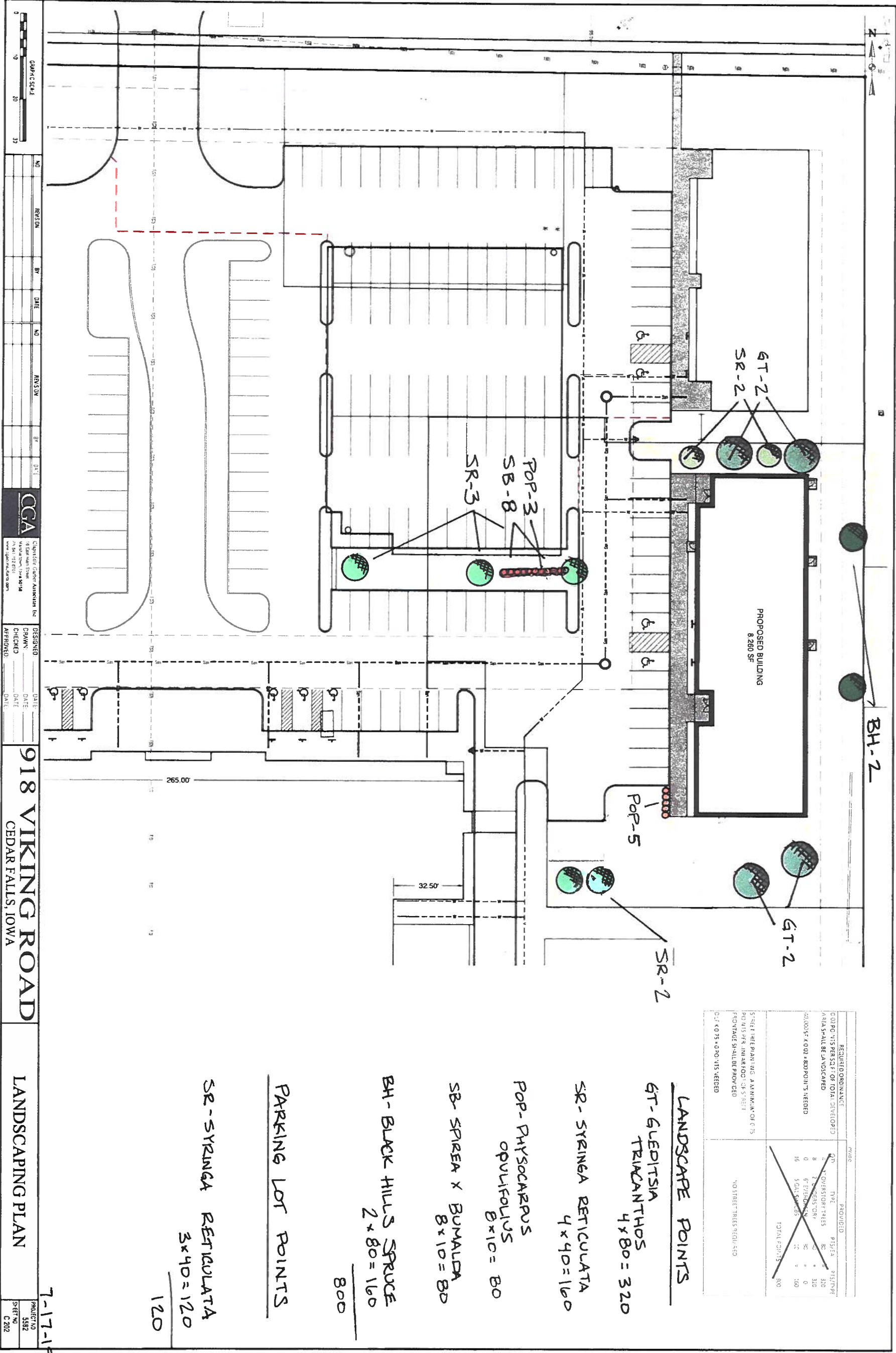
Material Percentages

South Elevation		North Elevation	
Metal Panel - Charcoal	28%	Metal Panel - Charcoal	28%
Metal Panel - Silver	16%	Metal Panel - Silver	12%
Masonry - Gray	4%	Masonry - Gray	5%
Wood - Natural	0%	Wood - Natural	10%
Painted Steel - White	21%	Painted Steel - White	21%
Fascia/Soffit - Silver	5%	Fascia/Soffit - Silver	5%
Windows/Doors	26%	Windows/Doors	19%

East Elevation		West Elevation	
Metal Panel - Charcoal	75%	Metal Panel - Charcoal	35%
Metal Panel - Silver	0%	Metal Panel - Silver	20%
Masonry - Gray	0%	Masonry - Gray	8%
Wood - Natural	0%	Wood - Natural	10%
Painted Steel - White	3%	Painted Steel - White	2%
Fascia/Soffit - Silver	5%	Fascia/Soffit - Silver	6%
Windows/Doors	17%	Windows/Doors	19%

Full Building	
Metal Panel - Charcoal	46%
Metal Panel - Silver	12%
Masonry - Gray	4%
Wood - Natural	6%
Painted Steel - White	7%
Fascia/Soffit - Silver	6%

J:\5587dwg\Sheets\SE Building Site Plum\5582 - SF Bldg Landscape Plan.dwg C:202 07 11 19 3:54pm JLS253



REQUIRED ORNANCE		PROVIDED	DIFFERENCE
TOTAL POINTS REQUIRED FOR DEVELOPMENT			
NO. OF TREES PER 100 SF OF TOTAL DEVELOPMENT AREA SHALL BE LANDSCAPED	8	8	0
NO. OF TREES PER 100 SF OF TOTAL DEVELOPMENT AREA SHALL BE LANDSCAPED	16	16	0
TOTAL POINTS		800	800

STREET TREE PLANTING: A MINIMUM OF 75 POINTS PER 1000 SF OF STREET PROVIDED SHALL BE PROVIDED
 0.75 * 1000 = 750 POINTS
 NO STREET TREES PROVIDED

LANDSCAPE POINTS

GT- GLEDITSIA TRIACANTHOS
4 x 80 = 320

SR- SYRINGA RETICULATA
4 x 40 = 160

POP- PHSOCARPUS OPULIFOLIUS
8 x 10 = 80

SB- SPIREA X BURNALDA
8 x 10 = 80

BH- BLACK HILLS SPRUCE
2 x 80 = 160
800

PARKING LOT POINTS

SR- SYRINGA RETICULATA
3 x 40 = 120

120

918 VIKING ROAD
CEDAR FALLS, IOWA

LANDSCAPING PLAN

7-17-19
PROJECTED SHEET NO. C202

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

CGA
Client: Cedar Falls, Iowa
Project: 918 Viking Road
Date: 7/17/19

DESIGNED: DATE: 7/17/19
DRAWN: DATE: 7/17/19
CHECKED: DATE: 7/17/19
APPROVED: DATE: 7/17/19



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM
Administration Division

TO: Mayor Brown & City Council
FROM: Stephanie Houk Sheetz, AICP, Director of Community Development
DATE: August 1, 2019
SUBJECT: Paver Order: Peter Melendy Park & MU2 sidewalk on 2nd St.

The Community Development Department has been working on a downtown streetscape project for several years. A new brick pattern for the Parkade and expansion to side streets has been chosen and Council recently amended our design contract with Snyder to add Peter Melendy Park design/construction plans and schematic layout for MU2's sidewalk on 2nd St. knowing the developer is open to partnering with the City as they complete construction of that site. The purpose of this memo is to request approval to order pavers that need to be manufactured before season's end for both of the projects.

The color and size of bricks needed for the downtown design are:

Table with 2 columns: Brick Description and Availability. Rows include Red (Regimental Full Range) 4x8 (Available), Grey mix (Carbon Black 8x8 - Not available, Sienna Blend 8x8 - Available), Carbon Black 4x8 (Available), Tan/gold brick (Wheatfield) 8x8 (Not available), and Wheatfield ADA pavers 4x8 (Available).

The Belden Brick Company is the manufacturer recommended for the downtown streetscape project. The rationale includes:

- Matched the proposed color and pattern master plan design better than other manufacturers researched. (Techo-Block, Unilock, & Belden were researched.)
Clay fired (Belden Pavers) and concrete pavers (Unilock) were both displayed at the Master Plan community meeting. General consensus was that the clay fired pavers looked superior in terms of color, surfacing, and quality compared to concrete pavers.

- Clay fired pavers support the idea of “historic” and “traditional” Downtown Cedar Falls. Clay fired pavers were more typically used in historic settings.
- Participants at the Master Plan meeting raised concerns of the existing condition of the concrete pavers on Main Street and felt their ‘wear quality’ would be less favorable than clay fired pavers. Durability has also been discussed by City staff with the consensus being clay fired are preferred.
- Belden manufactures the brick and sells it through local dealers. In Iowa those include Midland Products in Waterloo, United Brick in Urbandale, and Kings Material, Inc. in Cedar Rapids.

Several of the pavers are available now, but two colors/sizes need to be manufactured. In order to complete the MU2 sidewalk and Peter Melendy Park before winter, I am requesting approval to submit an order immediately. Midland Concrete Products has indicated upon placing an order, manufacture would likely occur the middle of October. They indicate the pavers should then be available in November.

The brick supply for Peter Melendy Park is 55 pallets quoted at \$40,623.10. The general design of the park has been shown to the Park & Recreation Commission. The construction plans and public bidding process will kick off at the August 5th Council meeting. A conceptual rendering of the plans is attached. If this order is approved, construction plans will note the brick is being supplied by the City. The total project is currently estimated to be \$264,000.00 (including the brick supply).

The brick supply for MU2 (2nd St. sidewalk) is 9 pallets quoted at \$7,794.40. A schematic design was prepared by Snyder. The developer would install the brick to meet that plan and all required standards for work in the right of way. A general plan was discussed at the May 20, 2019 City Council Committee of the Whole meeting. A majority of Council members wished for 2nd St. to have full brick. Council requested information on the difference in cost. It is approximately \$38,000 for the area in front of MU2. This accounts for all brick supply, revised subbase material, labor, and a credit on concrete (originally planned). Upon invoice from the developer, the City would reimburse for these costs with the exception of the 9 pallets of bricks noted above.

Time is of the essence for both projects. Neither will be able to finish the brick pattern from the streetscape plans without the two bricks that need to be manufactured. The Belden Brick Company will initiate manufacturing when an order is placed, indicating they can be manufactured in mid-October at this point. We are optimistic the projects could then be completed before winter.

The City’s CIP #91: Downtown Brick Replacement anticipated a project focused on Main Street. CIP #92: Downtown Streetscape Plan Implementation partners with #91. The levee project and downtown redevelopments have created opportunities to implement downtown streetscape expansion further. The CIP will be updated to reflect these changes. Funding will be certified as TIF debt for this project. The City has secured a Gaming grant for a portion of CIP #91 and 92.

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

Staff requests Council authorization of payment to order bricks to complete brick pattern for Peter Melendy Park and E. 2nd St. sidewalk at MU2.

Attachments: Peter Melendy Park conceptual rendering (June 20, 2019)
Quote for Peter Melendy Park bricks (#MCP003724)
Quote for remaining 2nd St. pavers at MU2 (#MCP0037246)

CC: Jennifer Rodenbeck, Director of Finance and Business Operations
Benjamin Claypool, Engineer II





MCP-Waterloo
 4802 Sergeant Road
 Waterloo, IA 50701
 319-226-3700

Quote ITEM 44.

Quote No.: MCP003724
Quote Date: 7/25/2019
Customer ID: 100658
Employee: Funk, Cody

BILL TO:		SHIP TO:	
City of Cedar Falls 2200 Technology Pkwy Cedar Falls IA 50613		City of Cedar Falls 2200 Technology Pkwy Cedar Falls IA 50613	
CUSTOMER P.O. NO.	TERMS	CONTACT	
Peter Melendy Park (revised)	Due End Of Next Month	cfunk@midland-cp.com	
FOB POINT	SHIPPING TERMS	SHIP VIA	
	Cost and Freight		

ITEM	QTY.	UOM	NET PRICE	WEIGHT	EXTENDED PRICE
22290000000-NS: City Line Standard Paver with chamfer and lugs (4x8x2.25") - Regimental Full Range Color - (Plant 2) NOTE: 6.3lbs each. 470 units (104sf) per bundle = 2961lbs Order in full pallets only. Not returnable.	2820.00	EA	0.7700	17,766	2,171.40
22290000000-NS: City Line Standard Paver with chamfer and lugs (4x8x2.25") - Carbon Black Color - (Plant 2) NOTE: 6.3lbs each. 470 units (104sf) per bundle = 2961lbs Order in full pallets only. Not returnable.	4230.00	EA	1.0700	26,649	4,526.10
22290000000-NS: City Line Standard 8x8x2.25" Paver chamfered edge no lugs - Carbon Black Color - (Plant 2) NOTE: 12.4lbs each. 240 units (106sf) per bundle = 2976lbs Order in full pallets only. Not returnable.	3600.00	EA	2.5900	44,640	9,324.00
22290000000-NS: City Line Standard 8x8x2.25" Paver chamfered edge no lugs - Sienna Blend Color - (Plant 2) NOTE: 12.4lbs each. 240 units (106sf) per bundle = 2976lbs Order in full pallets only. Not returnable.	3600.00	EA	2.5900	44,640	9,324.00
22290000000-NS: City Line Standard 8x8x2.25" Paver chamfered edge no lugs - Wheatfield Color - (Plant 2) NOTE: 12.4lbs each. 240 units (106sf) per bundle = 2976lbs Order in full pallets only. Not returnable.	2160.00	EA	2.5900	26,784	5,594.40
22290000000-NS: City Line Standard ADA Paver chamfered edge no lugs (4x8x2.25") - Wheatfield Color - (PLANT 6) NOTE: 5.7lbs each. 480 units (106sf) per bundle = 2736lbs Order in full pallets only. Not returnable.	480.00	EA	1.8400	2,736	883.20
FREIGHT (NT): Freight (Non-Taxable)	4.00	EA	2,200.0000		8,800.00

NOTE: Freight rate for 48,000lbs from Suger Creek, OH to Cedar Falls, IA. City of Cedar Falls is responsible for unloading.

ORDER TOTALS 55 PALLETS - FIGURE
 ROUGHLY 4X4' FOR EACH PALLET.
 QUANTITIES ROUNDED UP TO NEAREST
 PALLET PER SNYDER AND ASSOCIATES
 ESTIMATED SQUARE FOOTAGES. PLEASE
 VERIFY BEFORE ORDERING.



MCP-Waterloo
 4802 Sergeant Road
 Waterloo, IA 50701
 319-226-3700

Quote ITEM 44.

Quote No.: MCP003724
Quote Date: 7/25/2019
Customer ID: 100658
Employee: Funk, Cody

BILL TO:		SHIP TO:	
City of Cedar Falls 2200 Technology Pkwy Cedar Falls IA 50613		City of Cedar Falls 2200 Technology Pkwy Cedar Falls IA 50613	
CUSTOMER P.O. NO.	TERMS	CONTACT	
Peter Melendy Park (revised)	Due End Of Next Month	cfunk@midland-cp.com	
FOB POINT	SHIPPING TERMS	SHIP VIA	
	Cost and Freight		
ITEM	QTY.	UOM	NET PRICE
			WEIGHT
			EXTENDED PRICE

Quoted Pricing Valid For 30 Days	Total Weight (LBS):	163,215	Sales Total:	40,623.10
			Freight & Misc.:	0.00
			Less Discount:	0.00
			Tax Total:	0.00
			Total (USD):	40,623.10

GENERAL POLICIES

Each item below is subject to change based on subjects and terms. Midland Concrete Products, LLC will work with each client to reach a satisfactory outcome.

No allowance will be given after products have been installed.

Our responsibility will not exceed our selling price of the merchandise to our customer.

All shortages, damages product problems or exceptions of any kind must be noted on a delivery ticket or brought to the attention of your salesperson or dispatcher within 48 hours of product delivery.

Sales tax will be charged on all applicable items unless you have a customer account and a tax exempt certificate on file with our accounting office. Cash (non-account) customers must notify the sales staff of tax exempt status when ordering.

Payment terms are cash, check or credit card or open customer account. All orders must be prepaid. No C.O.D. orders will be accepted.

We reserve the right to protect our mechanic's lien on all unpaid balances.

We assess a \$30.00 charge on all returned checks.

We will charge \$125.00 per hour for detention of all loads on-site that are not unloaded within an hour of arrival.

A second delivery charge may apply if we have to redeliver or come back to move product.

Prices are subject to change without notice.

Due to inherent characteristics of concrete, color may vary slightly. No guarantee of color or shade is made or implied.

RETURN POLICY

All returns or warranty claims must be accompanied by the original sales receipt, and are subject to a restocking fee.

Due to the nature of the product, we do not accept returns of bagged goods (i.e. cement products, mortar color, or polymeric sand products).

We do not accept returns of special order products or items originally sold as seconds.

No returns accepted after 60 days of original purchase date.

Pallet deposits will only be refunded if the pallets are returned in reusable condition, accompanied by a proof of purchase.

Refunds for cash accounts will be applied to credit card used for purchase or will be issued by a check in approximately 10 business days.



MCP-Waterloo
 4802 Sergeant Road
 Waterloo, IA 50701
 319-226-3700

Quote ITEM 44.

Quote No.: MCP003726
Quote Date: 7/25/2019
Customer ID: 100658
Employee: Funk, Cody

BILL TO:		SHIP TO:	
City of Cedar Falls 2200 Technology Pkwy Cedar Falls IA 50613		City of Cedar Falls 2200 Technology Pkwy Cedar Falls IA 50613	
CUSTOMER P.O. NO.	TERMS	CONTACT	
2nd Street (revised)	Due End Of Next Month	cfunk@midland-cp.com	
FOB POINT	SHIPPING TERMS	SHIP VIA	
	Cost and Freight		

ITEM	QTY.	UOM	NET PRICE	WEIGHT	EXTENDED PRICE
22290000000-NS: City Line Standard 8x8x2.25" Paver chamfered edge no lugs - Carbon Black Color - (Plant 2) NOTE: 12.4lbs each. 240 units (106sf) per bundle = 2976lbs Order in full pallets only. Not returnable.	720.00	EA	2.5900	8,928	1,864.80
22290000000-NS: City Line Standard 8x8x2.25" Paver chamfered edge no lugs - Sienna Blend Color - (Plant 2) NOTE: 12.4lbs each. 240 units (106sf) per bundle = 2976lbs Order in full pallets only. Not returnable.	720.00	EA	2.5900	8,928	1,864.80
22290000000-NS: City Line Standard 8x8x2.25" Paver chamfered edge no lugs - Wheatfield Color - (Plant 2) NOTE: 12.4lbs each. 240 units (106sf) per bundle = 2976lbs Order in full pallets only. Not returnable.	720.00	EA	2.5900	8,928	1,864.80
FREIGHT (NT): Freight (Non-Taxable)	1.00	EA	2,200.0000		2,200.00

NOTE: Freight rate for 48,000lbs from Suger Creek, OH to Cedar Falls, IA. City of Cedar Falls is responsible for unloading.

ORDER TOTALS 9 PALLETS - FIGURE
 ROUGHLY 4X4' FOR EACH PALLET.
 QUANTITIES ROUNDED UP TO NEAREST
 PALLET PER SNYDER AND ASSOCIATES
 ESTIMATED SQUARE FOOTAGES. PLEASE
 VERIFY BEFORE ORDERING.

Quoted Pricing Valid For 30 Days	Total Weight (LBS):	26,784	Sales Total:	7,794.40
			Freight & Misc.:	0.00
			Less Discount:	0.00
			Tax Total:	0.00
			Total (USD):	7,794.40

GENERAL POLICIES

Each item below is subject to change based on subjects and terms. Midland Concrete Products, LLC will work with each client to reach a satisfactory outcome.

No allowance will be given after products have been installed.

Our responsibility will not exceed our selling price of the merchandise to our customer.

All shortages, damages product problems or exceptions of any kind must be noted on a delivery ticket or brought to the attention of your salesperson or dispatcher within 48 hours of product delivery.

Sales tax will be charged on all applicable items unless you have a customer account and a tax exempt certificate on file with our accounting office. Cash (non-account) customers must notify the sales staff of tax exempt status when ordering.

Payment terms are cash, check or credit card or open customer account. All orders must be prepaid. No C.O.D. orders will be accepted.

We reserve the right to protect our mechanic's lien on all unpaid balances.

We assess a \$30.00 charge on all returned checks.

We will charge \$125.00 per hour for detention of all loads on-site that are not unloaded within an hour of arrival.

A second delivery charge may apply if we have to redeliver or come back to move product.

Prices are subject to change without notice.

Due to inherent characteristics of concrete, color may vary slightly. No guarantee of color or shade is made or implied.

RETURN POLICY

All returns or warranty claims must be accompanied by the original sales receipt, and are subject to a restocking fee.

Due to the nature of the product, we do not accept returns of bagged goods (i.e. cement products, mortar color, or polymeric sand products).

We do not accept returns of special order products or items originally sold as seconds.

No returns accepted after 60 days of original purchase date.

Pallet deposits will only be refunded if the pallets are returned in reusable condition, accompanied by a proof of purchase.

Refunds for cash accounts will be applied to credit card used for purchase or will be issued by a check in approximately 10 business days.

**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: Ben Claypool, Civil Engineer II, PhD, EI

DATE: August 1, 2019

SUBJECT: 2019 Peter Melendy Park Renovation Project
Project No. PI-039-3208
Request for PS&E Approval

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the 2019 Peter Melendy Park Renovation Project.

I would recommend setting Monday, August 19th, 2019 at 7:00 p.m. as the date and time for the public hearing on this project and Tuesday, August 27th, 2019 at 2:00 p.m. as the date and time for receiving and opening bids. I would also request that the Notice to Bidders be published by August 9, 2019. The Plans and Specifications will be ready for distribution to contractors on August 9, 2019 allowing more than two (2) weeks of review before contract letting.

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 Community Development Department.

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

OPINION OF PROBABLE PROJECT COSTS



SNYDER
& ASSOCIATES

RC-0003180 PETER MELENDY PARK RENOVATION
CITY OF CEDAR FALLS
CEDAR FALLS, IA
118.1174.08H

ITEM NO.	ITEM CODE	ITEM	QUANTITY		UNIT	UNIT PRICE	EXTENDED PRICE	
			CIP #					CIP #
1	2010-108-C-0	Clearing and Grubbing	1		LS	\$ 2,500.00	\$	2,500.00
2	2010-108-D-2	Topsoil, Compost-amended	75		CY	\$ 25.00	\$	1,875.00
3	2010-108-D-3	Topsoil, Off-site	183		CY	\$ 20.00	\$	3,660.00
4	2010-108-E-0	Excavation, Class 13	75		CY	\$ 15.00	\$	1,125.00
5	2010-108-G-0	Subgrade Preparation	965		SY	\$ 5.00	\$	4,825.00
6	2010-108-I-0	Subbase, 8" Clean 1" Aggregate	965		SY	\$ 13.00	\$	12,545.00
7	2010-108-L-0	Compaction Testing	1		LS	\$ 1,000.00	\$	1,000.00
8	3010-108-D-0	Replacement of Unsuitable Backfill Material	122		CY	\$ 20.00	\$	2,440.00
9	5020-108-H-0	Valve Adjustment	4		EA	\$ 500.00	\$	2,000.00
10	7010-108-I-0	PCC Pavement Samples and Testing	1		LS	\$ 1,000.00	\$	1,000.00
11	7030-108-A-0	Removal of Sidewalk	417		SY	\$ 10.00	\$	4,170.00
12	7030-108-C-0	Shared Use Path, 10' 5"	28		SY	\$ 55.00	\$	1,540.00
13	7030-108-F-0	Brick/Paver Sidewalk with Granular Base	544		SY	\$ 162.00	\$	88,128.00
14	7030-108-F-1	Brick/Paver Sidewalk with Reinforced 8" Pavement Base	40		SY	\$ 222.00	\$	8,880.00
15	7040-108-H-0	Pavement Removal	16		SY	\$ 8.00	\$	128.00
16	8030-108-A-0	Temporary Traffic Control	1		LS	\$ 2,500.00	\$	2,500.00
17	9020-108-A-0	Sod	190		SQ	\$ 100.00	\$	19,000.00
18	9030-108-C-0	Plants	1		LS	\$ 56,000.00	\$	56,000.00
19	9040-108-T-1	Inlet Protection Device,	4		EA	\$ 75.00	\$	300.00
20	9040-108-T-2	Inlet Protection Device, Maintenance	4		EA	\$ 20.00	\$	80.00
21	11,020-108-A	Mobilization	1		LS	\$ 35,000.00	\$	35,000.00
22	11,050-108-A-0	Lighting	1		LS	\$ 2,500.00	\$	2,500.00
23	11,060-108-A-0	Amenities	1		LS	\$ 13,000.00	\$	13,000.00
Subtotals:							\$	264,196.00
TOTAL (ROUNDED):							\$	264,000.00

**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 1, 2019
SUBJECT: Sale of Lot 3, West Viking Road Industrial Park Phase II, City of Cedar Falls, Black Hawk County, Iowa (Contains 1.25 acres more or less).

I would like to request that a public hearing be scheduled for August 19, 2019 to address the proposed transfer of the above referenced City owned real estate to Strickler Properties, L.C. The proposed project would consist of a new 6,000 sf. office/storage facility to be constructed along the Development Drive, south of Venture Way in the West Viking Road Industrial Park. Additional information pertaining to the land transaction and the Agreement for Private Development will be provided to City Council prior to the public hearing.

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

Prepared by: Shane Graham, Economic Development Coordinator, 220 Clay Street, Cedar Falls, IA 50613, (319) 268-5160

RESOLUTION NO. _____

RESOLUTION SETTING DATE OF PUBLIC HEARING (1) TO CONSIDER ENTERING INTO A PROPOSED AGREEMENT FOR PRIVATE DEVELOPMENT BETWEEN THE CITY OF CEDAR FALLS, IOWA, AND STRICKLER PROPERTIES, L.C.; AND (2) TO CONSIDER CONVEYANCE OF CERTAIN CITY-OWNED REAL ESTATE PURSUANT TO SAID PROPOSED AGREEMENT

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has received a proposal from Strickler Properties, L.C., an Iowa limited liability company (the "Developer"), to enter into a proposed Agreement for Private Development (the "Agreement") between the City of Cedar Falls, Iowa, and Strickler Properties, L.C. on terms which include:

- (1) Conveyance of certain city-owned real estate legally 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).

(the "Development Property");

and

- (2) Entering into a Minimum Assessment Agreement whereby the minimum actual taxable value of the land and improvements to be constructed on the Development Property would be established at an amount not less than \$721,675.00 for a period through December 31, 2031.

WHEREAS, as required by law, a hearing is to be held by the City Council of the City of Cedar Falls, Iowa, to consider entering into the proposed Agreement for Private Development and conveyance of the Development Property to the Developer pursuant to the terms of said Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that a hearing be held on the 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 entering into a proposed Agreement for Private Development between the City of Cedar

Falls, Iowa, and Strickler Properties, L.C., and to consider conveyance of the Development Property to the Developer on certain terms as set forth in the proposed agreement. A copy of the proposed agreement is on file in the Office of the Cedar Falls City Clerk. The City Clerk is hereby directed to publish said notice of said public hearing.

ADOPTED this ____ day of _____, 2019.

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

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 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
City Clerk of Cedar Falls, Iowa

Prepared by: Shane Graham, Economic Development Coordinator, 220 Clay Street, Cedar Falls, IA 50613, (319) 243-2713

NOTICE OF PUBLIC HEARING (1) TO CONSIDER ENTERING INTO A PROPOSED AGREEMENT FOR PRIVATE DEVELOPMENT BETWEEN THE CITY OF CEDAR FALLS, IOWA, AND STRICKLER PROPERTIES, L.C., AND (2) TO CONSIDER CONVEYANCE OF CERTAIN CITY-OWNED REAL ESTATE TO STRICKLER PROPERTIES, L.C., PURSUANT TO SAID PROPOSED AGREEMENT

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, 220 Clay Street, Cedar Falls, Iowa, a Public Hearing will be held by the City Council of said City of Cedar Falls, Iowa, on a proposal from Strickler Properties, L.C., an Iowa limited liability company (the “Developer”), to enter into a proposed Agreement for Private Development between the City of Cedar Falls, Iowa, and Strickler Properties, L.C., on terms which include:

- (1) Conveyance of certain city-owned real estate legally 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).

(the “Development Property”);

and

- (2) Entering into a Minimum Assessment Agreement whereby the minimum actual taxable value of the land and improvements to be constructed on the Development Property would be established at an amount not less than \$721,675.00 for a period through December 31, 2031.

A copy of the proposed agreement is on file in the Office of the Cedar Falls City Clerk.

Any interested party may appear at the time and place of hearing and be heard, or may file written objections with the City Clerk on or before the date and time of said hearing.

This notice is given pursuant to Resolution No. _____ by the City Council of the City of Cedar Falls, Iowa on the ____ day of _____, 2019.

Jacqueline Danielsen, 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 1, 2019
SUBJECT: Ordinance for Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan (Amendment No. 5 Area)

On December 17, 2018, City Council approved Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan. The primary objective of Amendment No. 5 was to add property to the Urban Renewal Area, specifically an area just west of the City's West Viking Road Industrial Park, and to update and modify the status and budget figures of certain previously identified projects within the Urban Renewal Area. If Council may remember, the City recently acquired 200 acres of farm ground within this area in order to continue the development and expansion of the city's industrial park.

Along with the adoption of the Amendment No. 5 in December of 2018, a Tax Increment Ordinance also needs to be adopted, which implements the collection of tax increment revenues from the parcels of property that are located within the Amendment area. Once approved, the effective date of the Ordinance will start the 20-year sunset clock on the ability to collect increment within the Amendment area.

With the above information noted, a copy of the proposed Ordinance is attached for your review. Also attached is a map that shows the Amendment No. 5 area that is part of this Ordinance. The Ordinance and related documents were drafted by City staff in coordination with the Ahlers Law Office in Des Moines.

I recommend that City Council adopt the following:





1. 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, 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

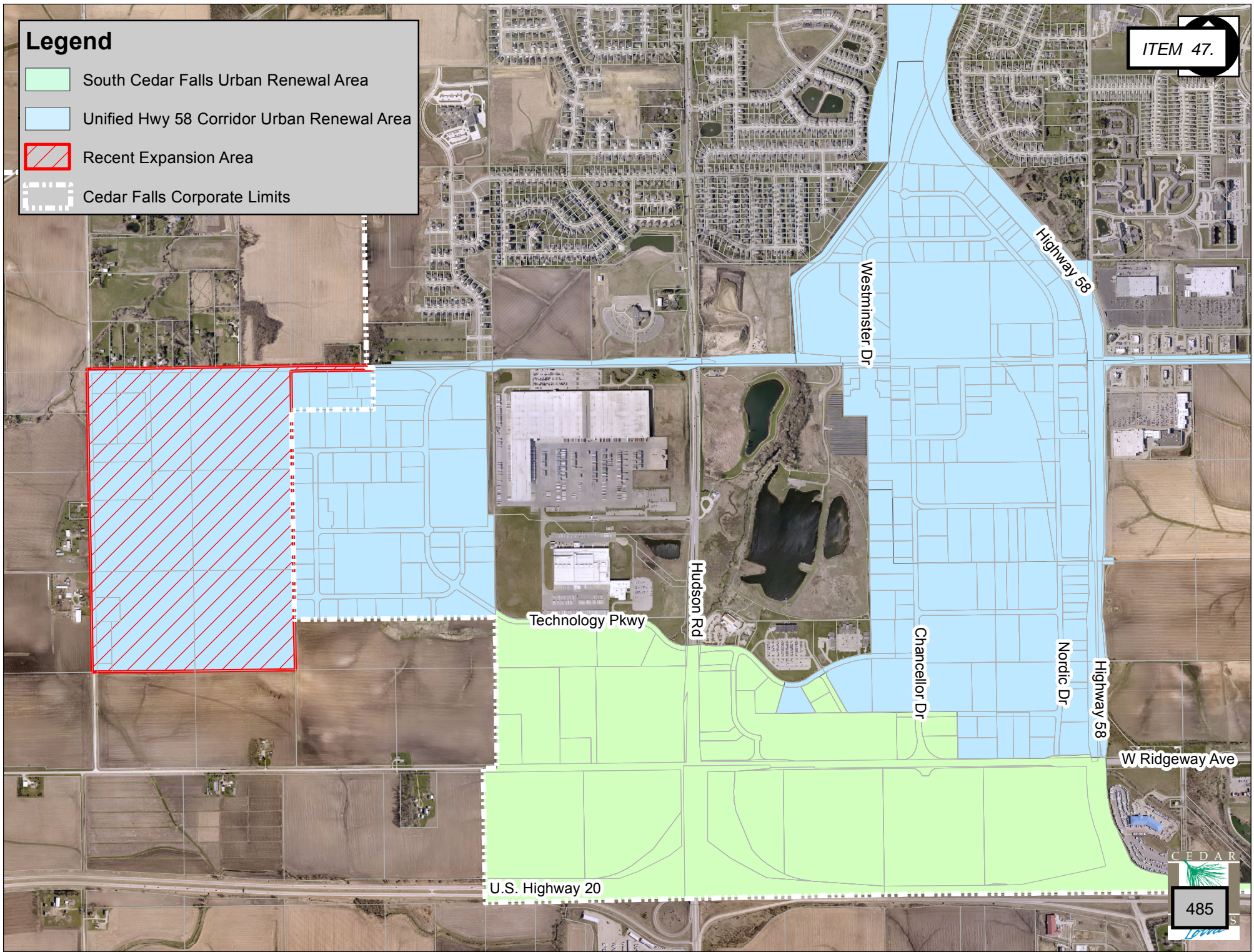
indebtedness, including bonds issued or to be issued, incurred by the City in connection with the amended Cedar Falls Unified Highway 58 Corridor Urban Renewal Area (Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan).

If you have any questions pertaining to this memorandum, please feel free to let me know.

xc: Ron Gaines, P.E., City Administrator
Jennifer Rodenbeck, Director of Finance and Business Operations

Legend

-  South Cedar Falls Urban Renewal Area
-  Unified Hwy 58 Corridor Urban Renewal Area
-  Recent Expansion Area
-  Cedar Falls Corporate Limits



ORDINANCE NO. _____

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 $\frac{1}{4}$ and the Northeast fractional $\frac{1}{4}$ 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 $\frac{1}{4}$ and the Northeast fractional $\frac{1}{4}$ 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.

PASSED AND APPROVED this _____ day of _____, 2019.

Mayor

ATTEST:

City Clerk

Read First Time: _____, 2019

Read Second Time: _____, 2019

Read Third Time: _____, 2019

PASSED AND APPROVED: _____, 2019.

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)

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