



**AGENDA**  
**CITY OF CEDAR FALLS, IOWA**  
**REGULAR MEETING, CITY COUNCIL**  
**MONDAY, MAY 21, 2018**  
**7:00 PM AT CITY HALL**

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- A. Call to Order by the Mayor.
- B. Roll Call.
- C. Approval of Minutes of the Regular Meeting of May 7, 2018.
- D. Agenda Revisions.
- E. Special Order of Business:
  - 1. Continuation of the public hearing on a proposed plan for the proposed South Cedar Falls Urban Renewal Area.
    - a. Oral comments.
  - 2. Resolution determining an area of the City to be an economic development area, and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the South Cedar Falls Urban Renewal Plan.
  - 3. Pass an ordinance providing that general property taxes levied and collected each year on all property located within the South Cedar Falls Urban Renewal Area in the City of Cedar Falls, County of Black Hawk, State of Iowa, by and for the benefit of the State of Iowa, City of Cedar Falls, County of Black Hawk, Cedar Falls Community School District, Hudson Community School District, and other taxing districts, be paid to a special fund for payment of principal and interest on loans, monies advanced to and indebtedness, including bonds issued or to be issued, incurred by the City in connection with the South Cedar Falls Urban Renewal Area, upon its first consideration.
- F. Old Business:
  - 1. Pass Ordinance #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, by and for the benefit of the State of Iowa, City of Cedar Falls, County of Black Hawk, Cedar Falls Community School District, Hudson Community School District, and other taxing districts, be paid to a special fund for payment of principal and interest on loans, monies advanced to and indebtedness, including bonds issued or to be issued, incurred by the city in connection with the amended Cedar Falls Unified Highway 58 Corridor Urban Renewal Area (Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan), upon its second consideration.
  - 2. Pass Ordinance #2924, amending Chapter 27, Utilities, of the Code of Ordinances, relative to sanitary sewer rates, upon its second consideration.

3. Pass Ordinance #2925, amending Chapter 27, Utilities, of the Code of Ordinances, relative to storm water management rates, upon its second consideration.

G. New Business:

1. Consent Calendar: (The following items will be acted upon by voice vote on a single motion without separate discussion, unless someone from the Council or public requests that a specific item be considered separately.)
  - a. Approve the following recommendations of the Mayor relative to the appointment of members to Boards and Commissions:
    - (1) Katy Susong, Board of Appeals, indefinite term.
    - (2) Phyllis Carter, Community Center & Senior Services Board, term ending 06/30/2021.
    - (3) Betty Danielson, Community Center & Senior Services Board, term ending 06/30/2021.
    - (4) Clare Struck, Parks & Recreation Commission, term ending 06/30/2021.
    - (5) Mary Carlson, Visitors & Tourism Board, term ending 07/01/2021.
    - (6) Annie Gougler, Visitors & Tourism Board, term ending 07/01/2021.
    - (7) Leslie Prideaux, Visitors & Tourism Board, term ending 07/01/2021.
  - b. Receive and file the Committee of the Whole minutes of May 7, 2018 relative to the following items:
    - (1) Public Safety Awards.
    - (2) University Avenue Update.
    - (3) Bills & Payroll.
  - c. Receive and file the bids received for the Center Street Recreational Trail Project.
  - d. Receive and file the plans, specifications, form of contract & estimate of cost for the 2018 Public Sidewalk & Pedestrian Trail Improvement Project.
  - e. Approve the following special event related requests:
    - (1) Street closure, College Street, June 7, 2018 (with an alternate date of June 14, 2018).
    - (2) Street closure, East 10th Street, June 8, 2018.
    - (3) Parking variances, College Hill Arts Festival, June 15-16, 2018.
    - (4) Street closures & parking variances, Gran Fondo Cedar Valley Bike Ride & FondoFest, August 18, 2018.
  - f. Approve the following applications for cigarette/tobacco/nicotine/vapor permits:
    - (1) B & B West, 3105 Hudson Road.
    - (2) Casey's General Store, 2425 Center Street.
    - (3) Casey's General Store, 5226 University Avenue.
    - (4) Casey's General Store, 5908 Nordic Drive.
    - (5) Casey's General Store, 601 Main Street.
    - (6) Casey's General Store, 1225 Fountains Way.
    - (7) Electric Underground, 5901 University Avenue.
    - (8) Prime Mart, 2728 Center Street.
    - (9) Thunder Ridge Ampride, 2425 Whitetail Drive.
    - (10) Walgreens, 2509 Whitetail Drive.
  - g. Approve the following applications for liquor licenses:
    - (1) Carlos O'Kelly's Mexican Café, 6507 University Avenue, Class C liquor & outdoor service - renewal.
    - (2) Harry's Five and Dime, 123 Main Street, Class C liquor - renewal.
    - (3) Montage, 222-224 Main Street, Class C liquor, Class B wine & outdoor service - renewal.
    - (4) Old Chicago Pizza and Taproom, College Square Mall, Class C liquor & outdoor service - renewal.



- (5) The Other Place, 2214 College Street, Class C liquor - renewal.
- (6) Hy-Vee Food Store, 6301 University Avenue, Class E liquor.

2. Resolution Calendar: (The following items will be acted upon by roll call vote on a single motion without separate discussion, unless someone from the Council or public requests that a specific item be considered separately.)
  - a. Resolution rescheduling the date of the regularly scheduled Cedar Falls City Council meeting of July 2, 2018 to July 9, 2018.
  - b. Resolution approving and adopting the City's FY19 Budget Appropriations.
  - c. Resolution approving and adopting the City's FY19 Payroll Resolution.
  - d. Resolution approving and adopting the City's FY19 Fee Schedule.
  - e. Resolution approving and authorizing execution of a Lease Agreement with the Cedar Falls Historical Society relative to the Behrens/Rapp Gas Station.
  - f. Resolution approving and authorizing execution of a Lease Agreement with the Cedar Falls Historical Society relative to the Bennington Township Schoolhouse.
  - g. Resolution approving and accepting the low bid of K. Cunningham Construction Company, Inc., in the amount of \$457,535.03, for the Center Street Recreational Trail Project.
  - h. Resolution approving and accepting the contract and bond of Peterson Contractors, Inc. for the Campus Street Box Culvert Project.
  - i. Resolution approving and accepting the contract and bond of Benton's Sand & Gravel, Inc. for the 2018 Permeable Alley Project.
  - j. Resolution approving and accepting the low bid, and approving and authorizing execution of two Rehabilitation Contracts with Kirvan Enterprises LLC, relative to Community Development Block Grant (CDBG) housing rehabilitation projects.
  - k. Resolution approving and authorizing execution of a Subcontract for Consulting Services with Tallgrass Archaeology LLC relative to a Certified Local Government Grant to prepare a nomination for the Wild Historic District to the National Register of Historic Places.
  - l. Resolution approving the River Place 3rd Addition Lot 4 Minor Plat.
  - m. Resolution approving and authorizing execution of a Surface Transportation Block Grant (STBG) Programming Agreement with Black Hawk County Metropolitan Planning Organization (MPO) relative to the reconstruction of Cedar Heights Drive.
  - n. Resolution approving and authorizing execution of a Surface Transportation Block Grant (STBG) Programming Agreement with Black Hawk County Metropolitan Planning Organization (MPO) relative to the reconstruction of the Union Road recreational trail.
  - o. Resolution approving an amendment to the preliminary plat and phasing plan for The Arbors.
  - p. Resolution approving and authorizing execution of a Keep Vacant Agreement for property located at 714 West 1st Street, in conjunction with the West 1st Street Reconstruction Project.
  - q. Resolution approving and authorizing execution of a Keep Vacant Agreement for property

located at 810 West 1st Street, in conjunction with the West 1st Street Reconstruction Project.

- r. Resolution of support for Community Main Street, Inc. and approving and authorizing execution of a Main Street Iowa Program Agreement with the Iowa Economic Development Authority and Community Main Street, Inc.
  - s. Resolution approving and authorizing execution of a Second Amendment to Agreement for Private Development with River Place Properties LC relative to the River Place Development Project.
  - t. Resolution setting June 4, 2018 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2018 Public Sidewalk & Pedestrian Trail Improvement Project.
3. Pass an ordinance amending Chapter 26, Traffic and Motor Vehicles, of the Code of Ordinances relative to establishing a 35 miles per hour speed limit on Greenhill Road from Hudson Road to West 27th Street, upon its first consideration.
- H. Allow Bills and Payroll.
  - I. City Council Referrals.
  - J. City Council Updates.
  - K. Public Forum. (Speakers will have one opportunity to speak for up to 5 minutes on topics germane to City business.)
  - L. Adjournment.

**CITY HALL  
CEDAR FALLS, IOWA, MAY 7, 2018  
REGULAR MEETING, CITY COUNCIL  
MAYOR JAMES P. BROWN PRESIDING**

The City Council of the City of Cedar Falls, Iowa, met in Regular Session, pursuant to law, the rules of said Council and prior notice given each member thereof, in the City Hall at Cedar Falls, Iowa, at 7:00 P.M. on the above date. Members present: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland (present at 7:01 P.M.), Green. Absent: None.

- 51845 - It was moved by Kruse and seconded by Miller that the minutes of the Regular Meeting of April 16, 2018 be approved as presented and ordered of record. Motion carried unanimously.

The Mayor then read a proclamation declaring May 12, 2018 as Letter Carriers' Food Drive Day and Postal Service Representative Olivia Balick present.

- 51846 - City Clerk Danielsen announced that Item K. Executive Session was being removed from the Agenda.

- 51847 - Mayor Brown announced that in accordance with the public notice of April 20, 2018, this was the time and place for a public hearing on proposed plans, specifications, form of contract & estimate of cost for the Center Street Recreational Trail Project. It was then moved by Darrah and seconded by Green that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

- 51848 - The Mayor then asked if there were any written objections filed to the proposed plans, etc. Upon being advised that there was one written comment on file, the Mayor then called for oral comments. City Engineer Resler and Chair of Bicycle and Pedestrian Advisory Committee Roger White, 2303 Greenwood Avenue, commented briefly on the project. There being no one else present wishing to speak either for or against the proposed plans, etc., the Mayor declared the hearing closed and passed to the next order of business.

- 51849 - It was moved by Green and seconded by Miller that Resolution #21,075, approving and adopting the plans, specifications, form of contract & estimate of cost for the Center Street Recreational Trail Project, be adopted. Following a question by Councilmember Darrah and response from City Engineer Resler, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,075 duly passed and adopted.

- 51850 - Mayor Brown announced that in accordance with the public notice of April 20, 2018, this was the time and place for a public hearing on the proposed Agreement for Private Development and conveyance of certain city-owned real estate to CRMS, L.L.C. It was then moved by Wieland and seconded by Blanford that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

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- 51851 - The Mayor then asked if there were any written objections filed to the proposed agreement and conveyance. Upon being advised that there were no written objections on file, the Mayor then called for oral comments. Planner II Graham commented briefly on the proposal. Planner II Graham and Community Development Director Sheetz responded to questions by Jim Skaine, 2215 Clay Street. There being no one else present wishing to speak either for or against the proposed agreement and conveyance, the Mayor declared the hearing closed and passed to the next order of business.
- 51852 - It was moved by Wieland and seconded by Miller that Resolution #21,076, approving and authorizing execution of an Agreement for Private Development and a Minimum Assessment Agreement with CRMS, L.L.C., and approving and authorizing execution of a Quit Claim Deed conveying title to certain real estate to CRMS, L.L.C., be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,076 duly passed and adopted.
- 51853 - Mayor Brown announced that in accordance with the public notice of April 20, 2018, this was the time and place for a public hearing on a proposed Agreement for Private Development and conveyance of certain city-owned real estate to FN Investors, L.L.C. It was then moved by Darrah and seconded by Blanford that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 51854 - The Mayor then asked if there were any written objections filed to the proposed agreement and conveyance. Upon being advised that there were no written objections on file, the Mayor then called for oral comments. Planner II Graham provided a brief explanation on the proposal and Jim Skaine, 2215 Clay Street, commented. There being no one else present wishing to speak either for or against the proposed agreement and conveyance, the Mayor declared the hearing closed and passed to the next order of business.
- 51855 - It was moved by Blanford and seconded by Kruse that Resolution #21,077, approving and authorizing execution of an Agreement for Private Development and a Minimum Assessment Agreement with FN Investors, L.L.C., and approving and authorizing execution of a Quit Claim Deed conveying title to certain real estate to FN Investors, L.L.C., be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,077 duly passed and adopted.
- 51856 - Mayor Brown announced that in accordance with the public notice of April 20, 2018, this was the time and place for a public hearing on a proposed Agreement for Private Development and conveyance of certain city-owned real estate to Schuerman Construction, Inc. It was then moved by Miller and seconded by Kruse that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

- 51857 - The Mayor then asked if there were any written objections filed to the proposed agreement and conveyance. Upon being advised that there were no written objections on file, the Mayor then called for oral comments. Planner II Graham provided a brief explanation on the proposal and Jim Skaine, 2215 Clay Street, commented briefly. There being no one else present wishing to speak either for or against the proposed agreement and conveyance, the Mayor declared the hearing closed and passed to the next order of business.
- 51858 - It was moved by Miller and seconded by Kruse that Resolution #21,078, approving and authorizing execution of an Agreement for Private Development and a Minimum Assessment Agreement with Schuerman Construction, Inc., and approving and authorizing execution of a Quit Claim Deed conveying title to certain real estate to Schuerman Construction, Inc., be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,078 duly passed and adopted.
- 51859 - Mayor Brown announced that in accordance with the public notice of April 26, 2018, this was the time and place for a public hearing on a proposed Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan. It was then moved by Green and seconded by Darrah that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 51860 - The Mayor then asked if there were any written objections filed to the proposed amendment. Upon being advised that there were no written objections on file, the Mayor then called for oral comments. Planner II Graham provided a brief explanation of the amendment. There being no one else present wishing to speak either for or against the proposed amendment, the Mayor declared the hearing closed and passed to the next order of business.
- 51861 - It was moved by Kruse and seconded by Darrah that Resolution #21,079, determining an area of the City to be an economic development area, and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,079 duly passed and adopted.
- 51862 - It was moved by Blanford and seconded by Kruse that Ordinance #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, by and for the benefit of the State of Iowa, City of Cedar Falls, County of Black Hawk, Cedar Falls Community School District, Hudson Community School District, and other taxing districts, be paid to a special fund for

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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. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan), be passed upon its first consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.

- 51863 - Mayor Brown announced that in accordance with the public notice of April 26, 2018, this was the time and place for a public hearing on a proposed plan for the proposed South Cedar Falls Urban Renewal Area. 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.
- 51864 - The Mayor then asked if there were any written objections filed to the proposed plan. Upon being advised that there were no written objections on file, the Mayor then called for oral comments. Planner II Graham provided a brief explanation of the proposed plan and requested that the hearing be continued to the next meeting. Jim Skaine, 2215 Clay Street, and Larry Wyckoff, 4241 Eastpark Road, commented. There being no one else present wishing to speak either for or against the proposed plan, the Mayor announced continuation of the hearing to next City Council meeting on May 21, 2018 and noted that consideration and action on the related resolution and ordinance would be deferred until that time.
- 51865 - Mayor Brown announced that in accordance with the public notice of April 20, 2018, this was the time and place for a public hearing on proposed amendments to the City's FY18 Budget. It was then moved by Darrah and seconded by Kruse that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 51866 - The Mayor then asked if there were any written objections filed to the proposed budget amendments. Upon being advised that there were no written objections on file, the Mayor then called for oral comments. Controller/City Treasurer Roeding provided a brief explanation of the amendments and Jim Skaine, 2215 Clay Street, commented. There being no one else present wishing to speak either for or against the proposed amendments, the Mayor declared the hearing closed and passed to the next order of business.
- 51867 - It was moved by Wieland and seconded by Blanford that Resolution #21,080, approving and adopting amendments to the City's FY18 Budget, be adopted. Following a comment by Councilmember Kruse, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,080 duly passed and adopted.
- 51868 - Mayor Brown announced that in accordance with the public notice of April 20, 2018, this was the time and place for a public hearing on proposed issuance of not to exceed \$5,800,000.00 General Obligation Bonds (for Essential Corporate Purposes). 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.

- 51869 - The Mayor then asked if there were any written objections filed to the proposed issuance of bonds. Upon being advised that there were no written objections on file, the Mayor then called for oral comments. Finance & Business Operations Director Rodenbeck provided a brief explanation of the bond sale process and projects being funded, and Jim Skaine, 2215 Clay Street, commented. There being no one else present wishing to speak either for or against the proposed issuance of bonds, the Mayor declared the hearing closed and passed to the next order of business.
- 51870 - It was moved by Kruse and seconded by Wieland that Resolution #21,081, instituting proceedings to take additional action for the issuance of not to exceed \$5,800,000.00 General Obligation Bonds (for Essential Corporate Purposes), be adopted. Following questions by Councilmembers Green and Darrah, and responses by Director Rodenbeck, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,081 duly passed and adopted.
- 51871 - Mayor Brown announced that in accordance with the public notice of April 20, 2018, this was the time and place for a public hearing on the proposed issuance of not to exceed \$550,000.00 General Obligation Bonds (for a General Corporate Purpose). It was then moved by Darrah and seconded by Kruse that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 51872 - The Mayor then asked if there were any written objections filed to the proposed issuance of bonds. Upon being advised that there were no written objections on file, the Mayor then called for oral comments. There being no one else present wishing to speak either for or against the proposed issuance of bonds, the Mayor declared the hearing closed and passed to the next order of business.
- 51873 - It was moved by Kruse and seconded by Blanford that Resolution #21,082, instituting proceedings to take additional action for the issuance of not to exceed \$550,000.00 General Obligation Bonds (for a General Corporate Purpose), be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,082 duly passed and adopted.
- 51874 - Mayor Brown announced that in accordance with the public notice of April 20, 2018, this was the time and place for a public hearing on the proposed issuance of not to exceed \$350,000.00 General Obligation Bonds (for General Corporate Purposes). It was then moved by Darrah and seconded by Kruse that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 51875 - The Mayor then asked if there were any written objections filed to the proposed issuance of bonds. Upon being advised that there were no written objections on file, the Mayor then called for oral comments. Finance & Business Operations Director Rodenbeck responded to a question by Larry Wyckoff, 4241 Eastpark Road. There

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being no one else present wishing to speak either for or against the proposed issuance of bonds, the Mayor declared the hearing closed and passed to the next order of business.

51876 - It was moved by Darrah and seconded by deBuhr that Resolution #21,083, instituting proceedings to take additional action for the issuance of not to exceed \$350,000.00 General Obligation Bonds (for General Corporate Purposes), be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,083 duly passed and adopted.

51877 - It was moved by Wieland and seconded by Darrah that Ordinance #2922, amending Chapter 29, Zoning, of the Code of Ordinances relative to removal of familial terminology to be in conformance with the Code of Iowa, be passed upon its third and final consideration. The Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Darrah, Wieland, Green. Nay: Kruse, Blanford. Motion carried. The Mayor then declared Ordinance #2922 duly passed and adopted.

51878 - It was moved by Blanford and seconded by Kruse that the following items and recommendations on the Consent Calendar be received, filed and approved:

Approve the recommendation of the Mayor relative to the appointment of Jacob Madden as Student Liaison, term ending 04/30/2019.

Approve a request for a temporary variance from Section 7-415 of the Code of Ordinances, Moving of certain buildings prohibited; safety of route, to allow a building exceeding 34 feet to be moved from 10 East Main Street to 310 East 4th Street.

Approve a request for temporary signs for the College Hill Arts Festival, June 12-17, 2018.

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

- (1) Fareway Stores, 214 North Magnolia Drive.
- (2) Happy's Wine & Spirits, 5925 University Avenue.
- (3) Hy-Vee Food Store, 6301 University Avenue.
- (4) Hy-Vee Gas, 6527 University Avenue.
- (5) King Star, 2228 Lincoln Street.
- (6) Metro Mart, 103 Franklin Street.
- (7) Music Station, 1420 West 1st Street.
- (8) Prime Mart, 2323 Main Street.
- (9) The Landmark, 107 Main Street.
- (10) Wal-Mart, 525 Brandilynn Boulevard.

Approve the following applications for beer permits and liquor licenses:

- (1) Tobacco Outlet Plus, 4116 University Avenue, Class C beer - renewal.
- (2) Hy-Vee Clubroom, 6301 University Avenue, Special Class C liquor - renewal.
- (3) Berk's Main Street Pub, 207 Main Street, Class C liquor - renewal.
- (4) Suds & Suds Circle Pizza, 2223 1/2 College Street, Class C liquor & outdoor



service - renewal.

(5) Sturgis Falls Celebration, Island Park Beach House, Class B beer & outdoor service - 5-day permit.

(6) Sturgis Falls Celebration, Gateway Park, Special Class C liquor & outdoor service - 5-day permit.

Motion carried unanimously.

51879 - It was moved by Miller and seconded by Wieland to receive and file the Committee of the Whole minutes of April 16, 2018 relative to the following items:

- (1) Sewer Rate Study.
- (2) Stormwater Rate Study.
- (3) Highway 58/Viking Road Update.
- (4) Bills & Payroll.

Following comments by Jim Skaine, 2215 Clay Street, and Councilmember Wieland, the motion carried unanimously.

51880 - It was moved by Darrah and seconded by Green to receive and file the City Council Work Session minutes of April 30, 2018. Following questions by Jim Skaine, 2215 Clay Street, and response by Councilmembers Wieland and Green, the motion carried unanimously.

51881 - It was moved by Miller and seconded by Kruse to receive and file the City Council Goal Setting Report of November 13, 2017 and November 15, 2017, and Organizational Effectiveness Report of March 26, 2018. Following a comment by Jim Skaine, 2215 Clay Street, the motion carried unanimously.

51882 - It was moved by deBuhr and seconded by Blanford to receive and file Departmental Monthly Reports of March 2018. Motion carried unanimously.

51883 - It was moved by Blanford and seconded by Kruse to receive and file the Bi-Annual Report of College Hill Partnership relative to FY18 Self-Supported Municipal Improvement District (SSMID) Funds and an FY18 Economic Development Grant. Following a question by Jim Skaine, 2215 Clay Street, and response by Finance & Business Operations Director Rodenbeck, the motion carried unanimously.

51884 - It was moved by Darrah and seconded by Blanford to receive and file the FY18 Report of Mill Race Center for Entrepreneurship and Innovation relative to an FY18 Economic Development Grant. Motion carried unanimously.

51885 - It was moved by Miller and seconded by Blanford to receive and file the bids received for the 2018 Permeable Alley Project. Following questions by Jim Skaine, 2215 Clay Street, and Councilmembers Miller and Green, and responses by City Engineer Resler, the motion carried unanimously.

51886 - It was moved by Blanford and seconded by Miller to receive and file the bids received for the Campus Street Box Culvert Project. Motion carried unanimously.

51887 - It was moved by Kruse and seconded by Blanford that the following resolutions be

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introduced and adopted:

Resolution #21,084, approving and authorizing the purchase of a wide area mower from Deike Implement.

Resolution #21,085, approving and authorizing execution of a Contract with Laser Line Striping relative to 2018 pavement marking services.

Resolution #21,086, approving and authorizing expenditure of funds for repair and replacement of the influent pump station electrical system at the Water Reclamation Facility.

Resolution #21,087, approving the Certificate of Completion and accepting the work of Municipal Pipe Tool Company, LLC for the 2016 Sanitary Sewer Rehabilitation Project.

Resolution #21,088, approving and authorizing execution of two Easement Contracts, and approving and accepting two Permanent Easements and three Temporary Easements, in conjunction with the Campus Street Box Culvert Project.

Resolution #21,089, approving and accepting a Permanent Utility Easement, in conjunction with the Highway 58 & Viking Road Project.

Resolution #21,090, approving the Certificate of Completion and accepting the work of Mike Dolan Concrete & Masonry, Inc. for the 2015 Public Sidewalk Repair, Pedestrian Ramp and Patching Project.

Resolution #21,091, approving and accepting completion of public improvements in Wild Horse Third Addition.

Resolution #21,092, approving and authorizing execution of Supplemental Agreement No. 6 with AECOM Technical Services, Inc. relative to the Downtown Levee Improvements Project.

Resolution #21,093, approving and authorizing execution of a Maintenance and Repair Agreement with Hawkeye Hotels, Inc. relative to a post-construction stormwater management plan for property located at the northwest intersection of South Main Street and West 1st Street.

Resolution #21,094, approving and authorizing execution of a Maintenance and Repair Agreement with Buckeye Corrugated, Inc. relative to a post-construction stormwater management plan for 2900 Capital Way.

Resolution #21,095, approving and accepting the low bid of Peterson Contractors, Inc., in the amount of \$317,558.60, for the Campus Street Box Culvert Project.

Resolution #21,096, approving and authorizing execution of a lease with Community Main Street Inc. relative to relocating an office building for Community Main Street.

Resolution #21,097, approving a College Hill Neighborhood Overlay Zoning District

site plan for a detached garage and driveway improvements at 1926 Tremont Street.

Resolution #21,098, approving the preliminary plat of River Place 4th Addition.

Resolution #21,099, approving the final plat of River Place 4th Addition.

Resolution #21,100, approving and authorizing submission of a High Quality Jobs Program Business Financial Assistance Application to the Iowa Economic Development Authority on behalf of Baird Mounting Systems/Threads.

Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolutions #21,084 through #21,100 duly passed and adopted.

- 51888 - It was moved by Darrah and seconded by Wieland that Resolution #21,101, approving and adopting the FY19 City Council Goals & Objectives, be adopted. Following a comment by Jim Skaine, 2215 Clay Street, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion Carried. The Mayor then declared Resolution #21,101 duly passed and adopted.
- 51889 - It was moved by Miller and seconded by Kruse that Resolution #21,102, approving and authorizing execution of a Notice of Termination and a 28E Agreement for Cooperative Operation of the Island Park Beach House with the North Shore Boat Club, be adopted. Following a question by Jim Skaine, 2215 Clay Street, and comments by Councilmember Miller and Municipal Operations and Programs Director Ripplinger, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion Carried. The Mayor then declared Resolution #21,102 duly passed and adopted.
- 51890 - It was moved by Darrah and seconded by Green that Resolution #21,103, approving and authorizing an Agreement for Beverage and Vending Services with Atlantic Bottling Company relative to providing beverages at recreational facilities, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion Carried. The Mayor then declared Resolution #21,103 duly passed and adopted.
- 51891 - It was moved by Miller and seconded by deBuhr that Resolution #21,104, approving and accepting nineteen Warranty Deeds and nineteen Temporary Easements, in conjunction with the Center Street Recreational Trail 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, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion Carried. The Mayor then declared Resolution #21,104 duly passed and adopted.
- 51892 - It was moved by Kruse and seconded by Green that Resolution #21,105, approving

## Item C.

- 10 -

and authorizing execution and delivery of Quit Claim Deeds conveying title to certain vacated right-of-way to Geisler Rentals, LLC and Aaron & Jolene Carolan, in conjunction with completion of the Dry Run Creek Watershed Improvement 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, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion Carried. The Mayor then declared Resolution #21,105 duly passed and adopted.

- 51893 - It was moved by Darrah and seconded by Blanford that Resolution #21,106, approving and accepting the low bid of Benton's Sand & Gravel, Inc., in the amount of \$67,418.73, for the 2018 Permeable Alley Project, be adopted. Following a question by Jim Skaine, 2215 Clay Street, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion Carried. The Mayor then declared Resolution #21,106 duly passed and adopted.
- 51894 - It was moved by Miller and seconded by Blanford that Resolution #21,107, approving and authorizing execution of a Professional Service Agreement with Snyder & Associates, Inc. relative to the Greenhill Road Traffic Study, be adopted. Following a question by Councilmember deBuhr, response by City Engineer Resler and comment by Jim Skaine, 2215 Clay Street, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, Kruse, Blanford, Darrah, Wieland, Green. Nay: deBuhr. Motion Carried. The Mayor then declared Resolution #21,107 duly passed and adopted.
- 51895 - It was moved by Darrah and seconded by Blanford that Resolution #21,108, approving an amendment to the Central Business District Overlay Zoning District site plan relative to an MU2 development in the 100 block of East 2nd Street, be adopted. Don Blough, 527 Jessica Lane, and Eagle View Partners Developer Mark Kittrell commented. Following questions and comments by Councilmembers deBuhr, Kruse and Miller, and responses by 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, Wieland, Green. Nay: Kruse. Motion Carried. The Mayor then declared Resolution #21,108 duly passed and adopted.
- 51896 - It was moved by Darrah and seconded by Miller that Ordinance #2924, amending Chapter 27, Utilities, of the Code of Ordinances, relative to sanitary sewer rates, be passed upon its first consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.
- 51897 - It was moved by Darrah and seconded by Green that Ordinance #2925, amending Chapter 27, Utilities, of the Code of Ordinances, relative to storm water management rates, be passed upon its first consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.

- 51898 - It was moved by Blanford and seconded by Green that the bills and payroll be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.
- 51899 - Councilmember Blanford welcomed new University of Northern Iowa Student Liaison Jacob Madden.
- 51900 - Community Main Street Director Carol Lilly commented on the Strategic Planning Session and responded to a question by Councilmember Green.
- Community Development Director Sheetz responded to questions and concerns by Larry Wyckoff, 4241 Eastpark Road, relating to the Highway 58/Viking Road intersection and traffic congestion.
- Jim Skaine, 2215 Clay Street, expressed concerns about freedom of speech and the current form of government.
- David Haugebak, 2516 Ashland Avenue, expressed concerns with traffic congestion on Highway 58.
- 51901 - It was moved by Blanford and seconded by Green that the meeting be adjourned at 8:42 P.M. Motion carried unanimously.

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Jacqueline Danielsen, MMC, City Clerk





DEPARTMENT OF COMMUNITY DEVELOPMENT

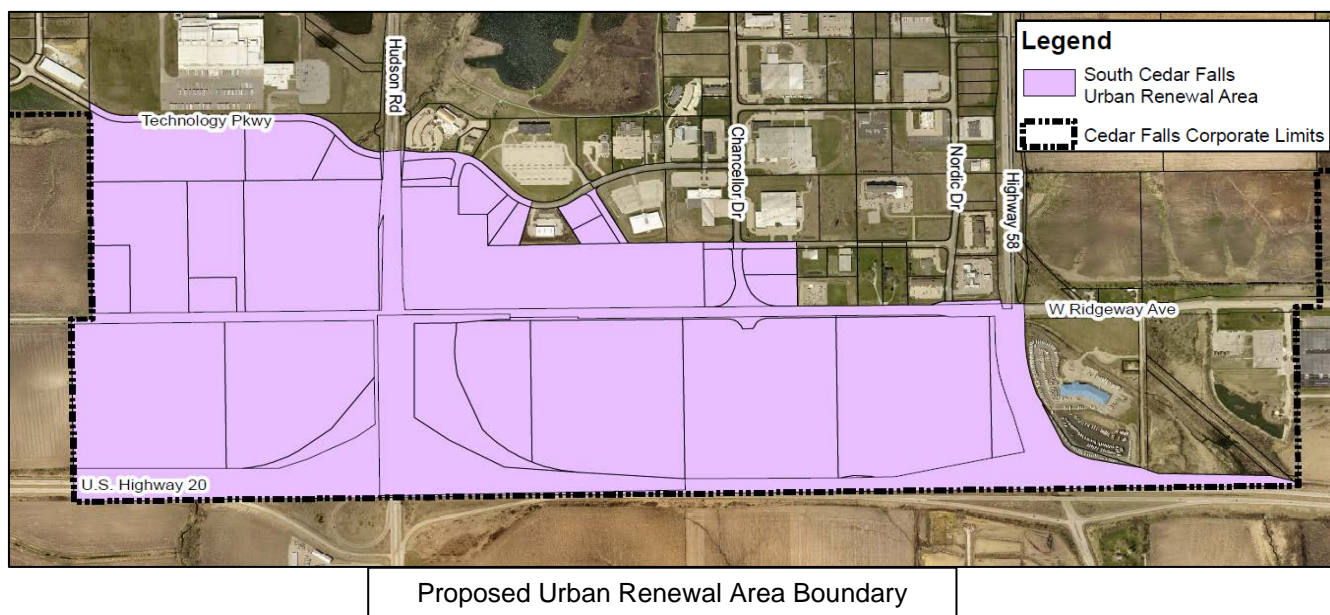
City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-273-8600  
Fax: 319-273-8610  
www.cedarfalls.com

INTEROFFICE MEMORANDUM  
Planning & Community Services Division

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** Shane Graham, Planner II  
**DATE:** May 3, 2018  
**SUBJECT:** Adoption of the South Cedar Falls Urban Renewal Plan

At its April 2, 2018 meeting, City Council set a date of public hearing on the proposed South Cedar Falls Urban Renewal Plan. The proposed Urban Renewal Plan for the South Cedar Falls Urban Renewal Area has been developed to help promote economic development in this portion of Cedar Falls. The primary goal of this Plan is to stimulate, through public involvement and commitment, private investment in new and expanded commercial and industrial development in the Urban Renewal Area.

The South Cedar Falls Urban Renewal Area is being formed from property that was removed from the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area because it had not yet developed. By placing this property in a new urban renewal area, the City hopes to renew efforts to develop this portion of the City (see image below).



## Item E.1.

As you can see in the proposed Plan, eligible urban renewal projects that may be undertaken within the area include development agreements, land acquisitions, extension of utilities by Cedar Falls Utilities, capital improvement/public infrastructure projects, and legal fees and expenses.

Part of the legal requirement for establishing a new Urban Renewal Plan is to notify the local taxing entities (in this case Black Hawk County, Cedar Falls School District and Hudson School District) and conduct a “consultation session” to discuss the proposed South Cedar Falls Urban Renewal Plan. A copy of the Minutes from the April 10, 2018 consultation session is attached along with the meeting agenda.

Another legal requirement for establishing a new Urban Renewal Plan is that the Planning and Zoning Commission must review and provide a recommendation finding that the proposed Plan is in conformance with the general plan for the development of the municipality as a whole (also known as the Cedar Falls Comprehensive Plan). The Planning and Zoning Commission did review the proposed South Cedar Falls Urban Renewal Plan at their April 25, 2018 meeting, where it was unanimously recommended that the proposed Plan was in conformance with the general plan for the development of the municipality as a whole (see attached minutes).

With the above information noted, a copy of the proposed South Cedar Falls Urban Renewal Plan (Exhibit 1 to the Resolution) is attached for your review. This Plan and related documents were drafted by Community Development staff in coordination with the Ahlers Law Office in Des Moines.

It is important to keep in mind that the projects and associated cost estimates are maximum expenditures for potential projects that **may** occur within the South Cedar Falls Urban Renewal Area over the next few years. To the best of our ability, staff is trying to identify all potential future projects to minimize the need for constant plan amendments (hopefully for the next 12-18 months) that require significant amounts of staff time and legal expense.

Prior to entering into any new Development Agreements or proceeding with future infrastructure projects within the area, it is required that the South Cedar Falls Urban Renewal Plan be adopted. The Community Development Department recommends that City Council adopt the following attached Resolution and Ordinance prepared by the Ahlers Law Office:

1. Resolution determining an area of the City to be an economic development area, and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the South Cedar Falls Urban Renewal Plan.
2. An ordinance providing that general property taxes levied and collected each year on all property located within the South Cedar Falls Urban Renewal Area, in the City of Cedar Falls, County of Black Hawk, State of Iowa, by and for the benefit of the State of Iowa, City of Cedar Falls, County of Black Hawk, Cedar



Falls Community School District, Hudson Community School District, and other taxing districts, be paid to a special fund for payment of principal and interest on loans, monies advanced to an indebtedness, including bonds issued or to be issued, incurred by the City in connection with the South Cedar Falls Urban Renewal Area.

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



Xc: Stephanie Houk Sheetz, Director of Community Development  
Karen Howard, Planning & Community Services Manager  
Jennifer Rodenbeck, Director of Finance and Business Operations  
Nathan Overberg, Ahlers Law Office

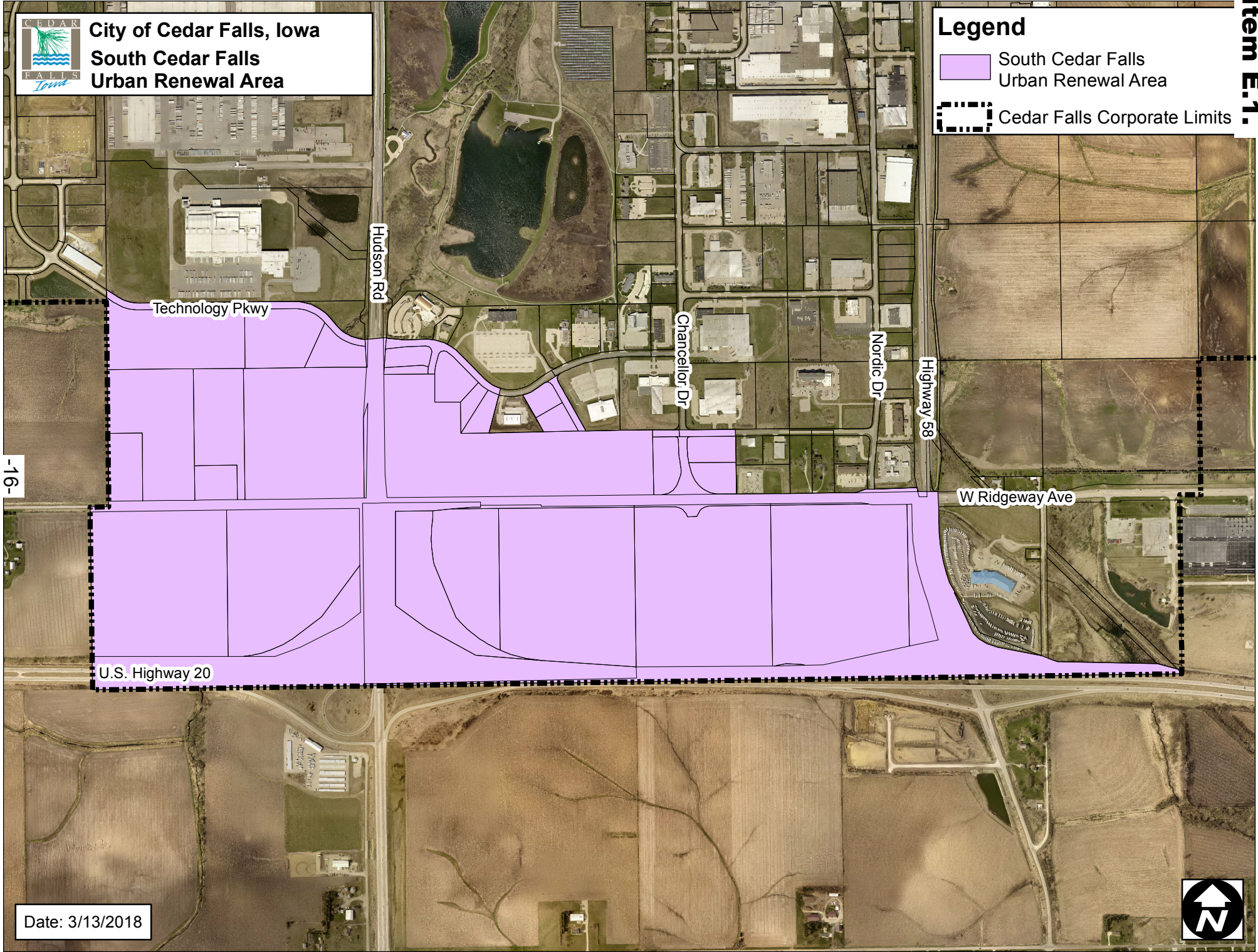




**City of Cedar Falls, Iowa**  
**South Cedar Falls**  
**Urban Renewal Area**

**Legend**

-  South Cedar Falls Urban Renewal Area
-  Cedar Falls Corporate Limits



-16-

Date: 3/13/2018





**ITEMS TO INCLUDE ON AGENDA**

**CITY OF CEDAR FALLS, IOWA**

May 21, 2018

7:00 P.M.

South Cedar Falls Urban Renewal Plan

- Public hearing on the proposed South Cedar Falls Urban Renewal Plan
- Resolution determining an area of the City to be an economic development area, and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the South Cedar Falls Urban Renewal Plan
- Consideration of Ordinance for the division of revenues under Iowa Code Section 403.19 for South Cedar Falls Urban Renewal Plan

IMPORTANT INFORMATION

1. The above agenda items should be included, along with any other agenda items, in the meeting agenda. The agenda should be posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the body holding the meeting. If no such office exists, the notice must be posted at the building in which the meeting is to be held.
2. If you do not now have a bulletin board designated as above mentioned, designate one and establish a uniform policy of posting your notices of meeting and tentative agenda.
3. Notice and tentative agenda must be posted at least 24 hours prior to the commencement of the meeting.

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

**Item E.1.**

May 21, 2018

The City Council of the City of Cedar Falls, State of Iowa, met in \_\_\_\_\_ session, in the Council Chambers, City Hall, 220 Clay Street, Cedar Falls, Iowa, at 7:00 P.M., on the above date. There were present Mayor \_\_\_\_\_, in the chair, and the following named Council Members:

\_\_\_\_\_

Absent: \_\_\_\_\_

Vacant: \_\_\_\_\_

\* \* \* \* \*

The Mayor noted that the public hearing on the matter of the adoption of the proposed South Cedar Falls Urban Renewal Plan was opened on May 7, 2018 as provided in the published Notice of Public Hearing and continued to this meeting. The Mayor also noted that action on the "RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING THE SOUTH CEDAR FALLS URBAN RENEWAL PLAN" had been deferred to this meeting of the Council.

The Mayor then asked the City Clerk whether any written objections had been filed with respect to the proposed Plan, and the City Clerk reported that \_\_\_\_\_ written objections thereto had been filed. The Mayor then called for any oral objections to the adoption of the South Cedar Falls Urban Renewal Plan and \_\_\_\_\_ were made. The public hearing was then closed.

{ Attach summary of objections here }

# Item E.1.

Council Member \_\_\_\_\_ then introduced the following Resolution entitled "RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING THE SOUTH CEDAR FALLS URBAN RENEWAL PLAN" and moved:

- that the Resolution be adopted.
- to defer action on the Resolution and the proposal to the meeting to be held at \_\_\_\_\_ .M. on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, at this place.

Council Member \_\_\_\_\_ seconded the motion. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the measure duly adopted.

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

RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING THE SOUTH CEDAR FALLS URBAN RENEWAL PLAN

WHEREAS, this Council has reasonable cause to believe that the area described below satisfies the eligibility criteria for designation as an urban renewal area under Iowa law; and

WHEREAS, a proposed South Cedar Falls Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the South Cedar Falls Urban Renewal Area ("Area" or "Urban Renewal Area") described below has been prepared, which proposed Plan has been on file in the office of the City Clerk and which is incorporated herein by reference; and

WHEREAS, this proposed Urban Renewal Area includes and consists of the following undeveloped property, a portion of which was removed from the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area by Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan:

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;

## Item E.1.

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 Easterly to the East line of said Section 2;

thence along said East line South to the South Corporate Limits line of the City of Cedar Falls;

thence along said South Corporate Limits line West 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.

WHEREAS, the proposed South Cedar Falls Urban Renewal Area includes land classified as agricultural land and consequently written permission of the current owners has been obtained and to the extent the City is an owner of agricultural land in the Area, the City consents to inclusion of its property in the Area through the adoption of this resolution; and

WHEREAS, it is desirable that the Urban Renewal Area be redeveloped as described in the proposed South Cedar Falls Urban Renewal Plan to be known hereafter as the "South Cedar Falls Urban Renewal Plan"; and

WHEREAS, the Iowa statutes require the City Council to submit the proposed South Cedar Falls Urban Renewal Plan to the Planning and Zoning Commission for review and recommendation as to its conformity with the general plan for development of the City as a whole, prior to City Council approval thereof; and

WHEREAS, creation of the South Cedar Falls Urban Renewal Area and adoption of the South Cedar Falls Urban Renewal Plan therefore has been approved by the Planning and Zoning Commission for the City as being in conformity with the general plan for development of the City as a whole, as evidenced by its written report and recommendation filed herewith, which



report and recommendation is hereby accepted, approved in all respects and incorporated herein by this reference; and

WHEREAS, by resolution adopted on April 2, 2018, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed South Cedar Falls Urban Renewal Plan and the division of revenue described therein, and that notice of the consultation and a copy of the proposed South Cedar Falls Urban Renewal Plan be sent to all affected taxing entities; and

WHEREAS, pursuant to such notice, the consultation was duly held as ordered by the City Council and all required responses to the recommendations made by the affected taxing entities, if any, have been timely made as set forth in the report of the Planner II, or his delegate, filed herewith and incorporated herein by this reference, which report is in all respects approved; and

WHEREAS, by resolution this Council also set a public hearing on the adoption of the proposed South Cedar Falls Urban Renewal Plan for the May 7, 2018 meeting of the Council, and due and proper notice of the public hearing was given, as provided by law, by timely publication in the Waterloo-Cedar Falls Courier, which notice set forth the time and place for this hearing and the nature and purpose thereof, and the hearing was initiated at the May 7 meeting and continued to the May 21 meeting; and

WHEREAS, in accordance with the notice, all persons or organizations desiring to be heard on the proposed South Cedar Falls Urban Renewal Plan, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Council in connection therewith and the public hearing has been closed.

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

Section 1. That the findings and conclusions set forth or contained in the proposed "South Cedar Falls Urban Renewal Plan" for the area of the City of Cedar Falls, State of Iowa, legally described and depicted in the Plan and incorporated herein by reference (which area shall hereinafter be known as the "South Cedar Falls Urban Renewal Area"), be and the same are hereby adopted and approved as the findings of this Council for this area.

Section 2. This Council further finds:

a) Although relocation is not expected, a feasible method exists for the relocation of any families who will be displaced from the South Cedar Falls Urban Renewal Area into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families;

b) The Urban Renewal Plan conforms to the general plan for the development of the City as a whole; and

## Item E.1.

c) Acquisition by the City is not immediately expected, however, as to any areas of open land to be acquired by the City included within the South Cedar Falls Urban Renewal Area:

i. Residential use is not expected, however, with reference to any portions thereof which are to be developed for residential uses, this City Council hereby determines that a shortage of housing of sound standards and design with decency, safety and sanitation exists within the City; that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality; and that one or more of the following conditions exist:

a. That the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas, including other portions of the urban renewal area.

b. That conditions of blight in the municipality and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime, so as to constitute a menace to the public health, safety, morals, or welfare.

c. That the provision of public improvements related to housing and residential development will encourage housing and residential development which is necessary to encourage the retention or relocation of industrial and commercial enterprises in this state and its municipalities.

d. The acquisition of the area is necessary to provide for the construction of housing for low and moderate income families.

ii. Non-residential use is expected and with reference to those portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 3. That the South Cedar Falls Urban Renewal Area is an economic development area within the meaning of Iowa Code Chapter 403; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Chapter 403 of the Code of Iowa; that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of this City; and that the City hereby consents to the inclusion in the Area of property it owns which qualifies as agricultural land.

Section 4. That the South Cedar Falls Urban Renewal Plan, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as the "South Cedar Falls Urban Renewal Plan for the South Cedar Falls Urban Renewal Area"; the South Cedar Falls Urban Renewal Plan for such area is hereby in all respects approved; and the City Clerk is hereby directed to file a certified copy of the South Cedar Falls Urban Renewal Plan with the proceedings of this meeting.

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, the South Cedar Falls Urban Renewal Plan shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan. Said South Cedar Falls Urban Renewal Plan shall be forthwith certified by the City Clerk, along with a copy of this Resolution, to the Recorder for Black Hawk County, Iowa, to be filed and recorded in the manner provided by law.

PASSED AND APPROVED this 21<sup>st</sup> day of May, 2018.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

*Label the Plan as Exhibit 1 (with all exhibits) and attach it to this Resolution.*

# **Exhibit 1**

## **SOUTH CEDAR FALLS URBAN RENEWAL PLAN**

**for the**

## **SOUTH CEDAR FALLS URBAN RENEWAL AREA**

## **CITY OF CEDAR FALLS, IOWA**

South Cedar Falls Urban Renewal Plan - 2018

**SOUTH CEDAR FALLS URBAN RENEWAL PLAN**

**CITY OF CEDAR FALLS, IOWA**

**INTRODUCTION AND BACKGROUND**

This Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the South Cedar Falls Urban Renewal Area (the “Area” or “Urban Renewal Area”) has been developed to help promote economic development in the City of Cedar Falls (the “City”). The primary goal of this Plan is to stimulate, through public involvement and commitment, private investment in new and expanded commercial and industrial development in the Urban Renewal Area.

This Urban Renewal Area is being formed from property that was removed from the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area because it had not yet developed. By placing this property in a new urban renewal area, the City hopes to renew efforts to develop this portion of the City.

In order to achieve this Plan’s objectives, the City intends to undertake urban renewal activities pursuant to the powers granted to it under Chapter 403 and Chapter 15A, *Code of Iowa*, as amended.

**DESCRIPTION OF THE URBAN RENEWAL AREA**

The South Cedar Falls Urban Renewal Area is illustrated in Exhibit A and described in Exhibit B.

The City reserves the right to modify the boundaries of the Area by amendments to this Plan.

**AGREEMENT TO INCLUDE AGRICULTURAL LAND**

Some of the property being included in the Urban Renewal Area is defined as “agricultural land” by Iowa Code Section 403.17(3). In accordance with Iowa Code Section 403.17(10), the owners of such property have entered into agreement(s) agreeing to allow the City to include their real property defined as “agricultural land” in the Urban Renewal Area. A copy of the signed agreement of each agricultural land owner within the Urban Renewal Area is attached as Exhibit C. The original signed agreements will be on file at City Hall.

**AREA DESIGNATION**

With the adoption of this Plan, the City of Cedar Falls designates this Urban Renewal Area as an economic development area that is appropriate for the promotion of industrial and/or commercial economic development.

**BASE VALUE**

## **Item E.1.**

If the South Cedar Falls Urban Renewal Area is legally established, a Tax Increment Financing (TIF) Ordinance is adopted, and debt is certified all prior to December 1, 2018, the taxable valuation within the area included in the TIF Ordinance as of January 1, 2017, will be considered the frozen “base valuation.” If debt is not certified until a later date or if a TIF ordinance is not adopted until later, the “base value” will be the assessed value of the taxable property within the TIF Ordinance area as of January 1 of the calendar year preceding the calendar year in which the City first certifies the amount of any debt on the Area. It is possible that separate TIF ordinances for separate parcel(s) may be adopted as development in the Area warrants. In that case, each separate TIF ordinance area may have a separate base and separate sunset or expiration date.

### **DEVELOPMENT PLAN**

The City of Cedar Falls has a general plan for the physical development of the City, as a whole, designated as the “Cedar Falls Comprehensive Plan” adopted in May 2012. This Urban Renewal Plan is in conformity with the Cedar Falls Comprehensive Plan. The urban renewal projects included in this Plan also are consistent with the Cedar Falls Comprehensive Plan.

The Plan does not modify the City’s existing zoning policies or designations.

The need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area is set forth in this Urban Renewal Plan. As the Area develops, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

### **PLAN OBJECTIVES**

Renewal activities are designed to provide opportunities, incentives, and sites to promote economic development, including new and expanded industrial and commercial development. More specific objectives for development within this Urban Renewal Area include:

1. To stimulate through public action and commitment, private investment in new commercial and industrial development.
2. To plan for and provide sufficient land for commercial or industrial development in a manner that is efficient from the standpoint of providing municipal services and that encourages the creation and retention of jobs.
3. To provide for the installation of public infrastructure, including gas, water, and communications infrastructure, and public facilities in the Urban Renewal Area, which ultimately contribute to the sound development of the entire City.

4. To provide a more marketable and attractive investment climate through the use of various governmental incentives.
5. To achieve a diversified, well-balanced economy providing a desirable standard of living, creating job opportunities, and strengthening the tax base.
6. To develop a sound economic base that will serve as the foundation for future growth and development.
7. To provide reimbursement of City personnel costs and other administrative and legal fees associated with the development and implementation of urban renewal projects within the Urban Renewal Area.

### **TYPE OF RENEWAL ACTIVITIES**

To meet the objectives of this Urban Renewal Plan and to encourage the development of the Urban Renewal Area, the City intends to utilize the powers conferred under Chapter 403 and Chapter 15A, *Code of Iowa*. Activities may include:

1. To undertake and carry out urban renewal projects through the execution of leases, contracts, and other instruments.
2. To make or have made surveys, studies, and plans necessary for the implementation of the Urban Renewal Program or specific urban renewal projects.
3. To arrange for or cause to be provided the construction, relocation, or repair of public infrastructure, including but not limited to, streets, water, storm sewer, sanitary sewer, public utilities, sidewalks, street lights and signs, streetscaping and landscaping, or other related facilities and activities in connection with urban renewal projects.
4. To acquire property through a variety of means (purchase, lease, option, contract, etc.) and to hold, clear, or prepare the property for redevelopment, or to dispose of property.
5. To provide for the construction of specific site improvements such as grading and site preparation activities including site/soil reports and studies, access roads and parking, fencing, utility connections, and related activities.
6. To make loans, forgivable loans, tax rebate payments, or other types of economic development grants or incentives to private persons or businesses for economic development purposes on such terms as may be determined by the City Council.

## Item E.1.

7. To use tax increment financing to facilitate urban renewal projects, including, but not limited to, financing to achieve a more marketable and competitive land offering price and to provide for necessary physical improvements and infrastructure.
8. To borrow money and to provide security therefor.
9. To provide contributions and/or incentives for appropriate redevelopment and development projects.
10. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic conditions for the City of Cedar Falls and the State of Iowa.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the *Code of Iowa* in furtherance in of the objectives of this Urban Renewal Plan.

### **ELIGIBLE URBAN RENEWAL PROJECTS**

#### **1. Development Agreements**

The City expects to consider requests for development agreements for projects that are consistent with this Plan, in the City's sole discretion. Such agreements are unknown at this time, but based on past history, and dependent on development opportunities and climate, the City expects to consider a broad range of incentives as authorized by this Plan, including but not limited to, land, loans, grants, tax rebates, public infrastructure assistance, and other incentives. The costs of such development agreements are estimated not to exceed \$5,000,000.

#### **2. Land Acquisitions**

The City expects to consider acquiring land in the Urban Renewal Area to accommodate future economic development and facilitate the provision of public services in an efficient manner that allows the City to provide these services to new and expanded businesses in the Urban Renewal Area. These acquisitions are expected to occur over the life of the Area as development occurs. The costs of such land acquisitions are estimated not to exceed \$5,000,000.

#### **3. Extensions of Utilities by Cedar Falls Utilities**

The City expects to enter into agreements with Cedar Falls Utilities providing for the extension of services by Cedar Falls Utilities in the Urban Renewal Area, to ensure the installation and/or relocation of utility infrastructure as necessary to accommodate and promote economic development and growth in the Urban Renewal Area. The agreement(s) will likely provide for the provision of infrastructure for the following



utilities: gas, water, communication, and electric. The extension of utility services will take place over the life of the Area as development occurs. The cost of these agreements to be reimbursed through tax increment financing is estimated not to exceed \$5,000,000.

**4. Capital Improvement Projects/Public Infrastructure Projects**

<b>Project</b>	<b>Estimated Project Date</b>	<b>Not to Exceed</b>	<b>Rationale</b>
Sanitary sewer and other necessary infrastructure extensions for economic development growth along the Highway 20, Highway 58, Hudson Road and Ridgeway Avenue corridors within the Urban Renewal Area.	2019-2039	\$5,000,000	Economic Development-promotion of commercial/industrial
Construction of current or future public infrastructure within the Urban Renewal Area to include new and reconstructed roadways in the Urban Renewal Area.	2019-2039	\$5,000,000	Economic Development-promotion of commercial/industrial
Other infrastructure tied to development, including but not limited to water, sanitary sewer, storm sewer, gas, electric, rail and communications in the Urban Renewal Area.	2019-2039	\$2,000,000	Economic Development-promotion of commercial/industrial
Construction, design, studies, inspection, and all other related costs for potential roadway modifications within the Urban Renewal Area, including but not limited to intersection improvements or modifications, new roadways, turning lanes, medians, and other road related improvements.	2019-2039	\$2,000,000	Economic Development-promotion of commercial/industrial
Streetscape, landscaping and public art installation along roadways within the Urban Renewal Area.	2019-2039	\$400,000	Economic Development-promotion of commercial/industrial
Industrial Park Signage Program to include the installation of new	2019-2039	\$200,000	Economic Development-

## Item E.1.

signage in the South Cedar Falls Industrial Park, Wayfinding Signage, or other appropriate City signage within the Urban Renewal Area, along with ongoing maintenance, repair, or replacement of existing signage within the Urban Renewal Area.			promotion of commercial/industrial
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### 5. Fees, Costs, and Expenses (for urban renewal projects and planning)

Project	Estimated Project Date	Not to Exceed
<b>Legal Fees:</b>		
Legal, consulting, recording, publication, and other miscellaneous fees associated with land acquisition and economic development projects occurring within the Urban Renewal Area.	2019-2039	\$500,000
<b>Personnel Costs and Other Administrative Expenses to Support Urban Renewal Projects and Planning:</b>		
Staffing/Personnel related expenses including but not limited to salary and benefits incurred by Community Development Department and other City personnel tied to supporting economic development and urban renewal projects within the Urban Renewal Area. Plan Amendment preparation and administration included.	2019-2039	\$500,000
<b>Engineering, Planning, and Study Costs:</b>		
Engineering, design and inspection costs incurred for future roadway and infrastructure projects within the Urban Renewal Area.	2019-2039	\$1,000,000
Planning, design, studies and associated costs for the development of land within the Urban Renewal Area.	2019-2025	\$500,000
Traffic planning and studies tied to any roadway improvement projects.	2019-2039	\$200,000

**FINANCIAL DATA**

Constitutional debt limit (as of July 1, 2017):	\$149,224,259
Current general obligation debt:	\$13,270,000
Proposed amount of indebtedness to be incurred:	\$32,300,000
(This amount does not include financing costs, which will be incurred over the life of the Area.)	

**PROPOSED AMOUNT OF LOANS, ADVANCES, INDEBTEDNESS OR BONDS TO BE INCURRED**

A specific amount of actual debt to be incurred for the Eligible Urban Renewal Projects has not yet been determined. This document is for planning purposes only. The estimated project costs in this Plan are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area.

Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects as described above will be approximately \$32,300,000

**URBAN RENEWAL FINANCING**

The City intends to utilize various financing tools such as those described below to successfully undertake the proposed urban renewal actions. The City has the statutory authority to use a variety of tools to finance physical improvements within the Areas. These include:

A. Tax Increment Financing.

Under Section 403.19 of the *Code of Iowa*, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements, economic development incentives, or other urban renewal projects. Upon creation of a tax increment district within the Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated into a separate fund for the use by the City to pay costs of the eligible urban renewal projects. Certain increased taxes generated by any new development, above the

## Item E.1.

base value, are distributed to the taxing entities, if not requested by the City, and in any event upon the expiration of the tax increment district.

The City may also determine to use tax increment financing to provide incentives such as cash grants, loans, tax rebates, or other incentives to developers or private entities in connection with the urban renewal projects identified in this Plan. In addition, the City may determine to issue general obligation bonds, tax increment revenue bonds or such other obligations, or loan agreements for the purpose of making loans or grants of public funds to private businesses located in the Area for urban renewal projects. Alternatively, the City may determine to use available funds for making such loans or grants or other incentives related to urban renewal projects. In any event, the City may determine to use tax increment financing to reimburse the City for any obligations or advances.

### B. General Obligation Bonds.

Under Division III of Chapter 384 and Chapter 403 of the *Code of Iowa*, the City has the authority to issue and sell general obligation bonds for specified essential and general corporate purposes, including the acquisition and construction of certain public improvements within the Area and for other urban renewal projects or incentives for development consistent with this Plan. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City of Cedar Falls. It may be, the City will elect to abate some or all of the debt service on these bonds with incremental taxes from this Area.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the *Code of Iowa* in furtherance of the objectives of this Urban Renewal Plan.

### **PROPERTY ACQUISITION/DISPOSITION**

The City may finance or assist with financing the cost of land acquisitions in the Area. The City will follow applicable legal proceedings and procedures for the acquisition and disposition of property.

### **RELOCATION**

The City does not expect there to be any relocation required of residents or businesses as part of the proposed urban renewal projects; however, if any relocation is necessary, the City will follow all applicable relocation requirements.

### **STATE AND LOCAL REQUIREMENTS**

All provisions necessary to conform to state and local laws will be complied with by the City and/or the developer in implementing this Urban Renewal Plan and its supporting documents, objectives, and renewal activities.

**SEVERABILITY**

In the event one or more provisions contained in the Urban Renewal Plan shall be held for any reason to be invalid, illegal, unauthorized, or unenforceable in any respect, such invalidity, illegality, unauthorized, or enforceability shall not affect any other provision of this Urban Renewal Plan, and this Urban Renewal Plan shall be construed and implemented as if such provisions had never been contained herein.

**URBAN RENEWAL PLAN AMENDMENTS**

This Urban Renewal Area Plan may be amended from time to time for a number of reasons, including but not limited to, to change in the area, to add new urban renewal projects, to update and/or modify ongoing urban renewal projects, to delete completed urban renewal projects, to add or change land use controls and regulations, to modify goals or types of renewal activities, or to amend property acquisition and disposition provisions. The City Council may amend this Plan pursuant to appropriate procedures under Iowa Code Chapter 403.

**EFFECTIVE PERIOD**

This Urban Renewal Plan will become effective upon its adoption by the Cedar Falls City Council and will remain in effect until it is repealed by City Council.

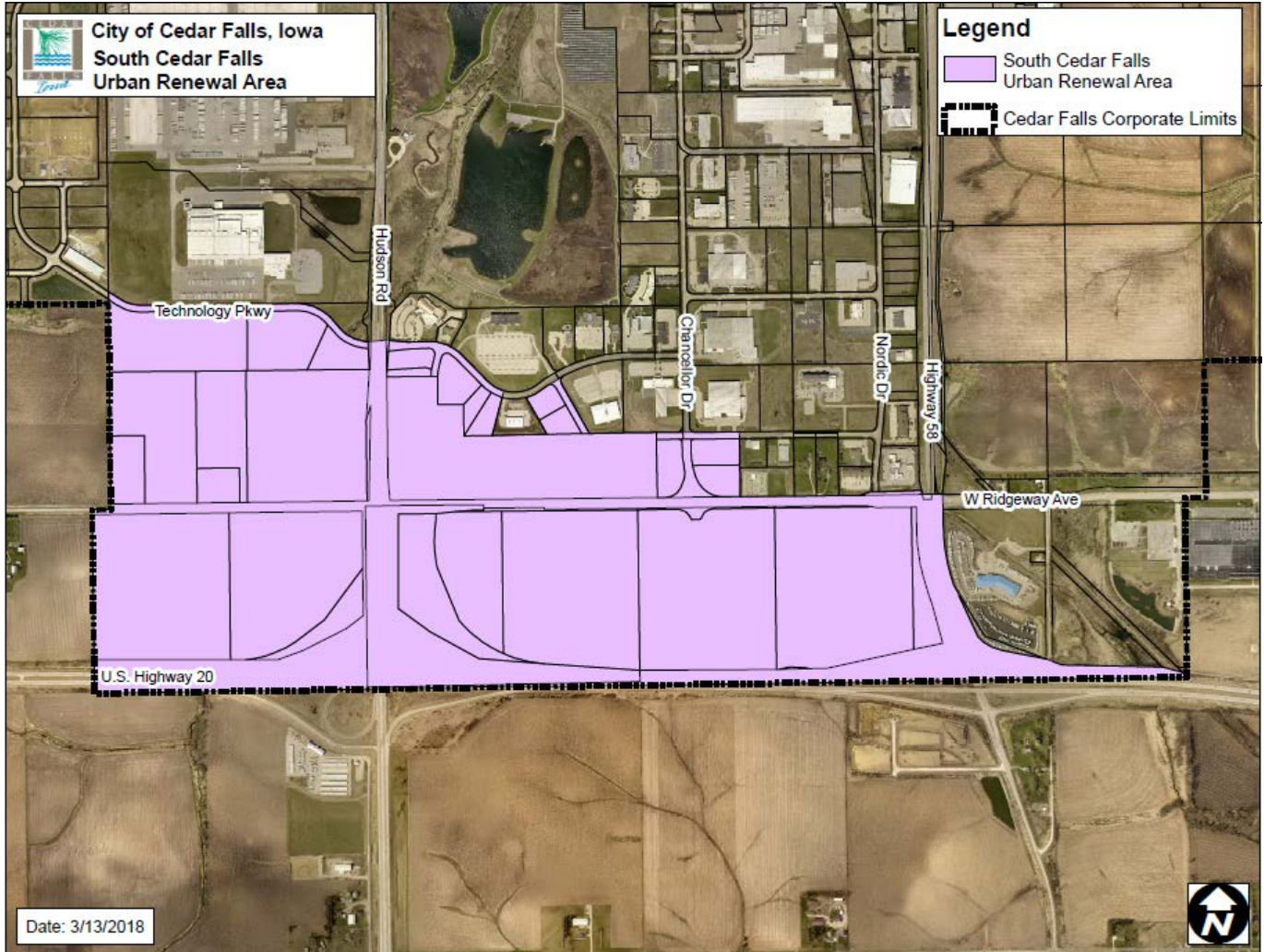
With respect to the property included within the South Cedar Falls Urban Renewal Area, which is also included in an ordinance which designates that property as a tax increment area, the use of incremental property tax revenues or the “division of revenue,” as those words are used in Chapter 403 of the *Code of Iowa*, is limited to twenty (20) years beginning with the first calendar year following the calendar year in which the City first certifies to the County Auditor the amount of any loans, advances, indebtedness, or bonds which qualify for payment from the incremental property tax revenues attributable to that property within a TIF ordinance of the South Cedar Falls Urban Renewal Area. The division of revenues shall continue on the Urban Renewal Area for the maximum period allowed by law.

It is possible that separate TIF ordinances for separate parcel(s) may be adopted as development in the Area warrants. In that case, each separate TIF ordinance may have a separate base and separate sunset or expiration date.

At all times, the use of tax increment financing revenues (including the amount of loans, advances, indebtedness or bonds which qualify for payment from the division of revenue provided in Section 403.19 of the Code of Iowa) by the City for activities carried out in the South Cedar Falls Urban Renewal Area shall be limited as deemed appropriate by the City Council and consistent with all applicable provisions of law.

# Item E.1.

## EXHIBIT A MAP OF THE SOUTH CEDAR FALLS URBAN RENEWAL AREA



**EXHIBIT B**  
**LEGAL DESCRIPTION OF THE SOUTH CEDAR FALLS URBAN RENEWAL AREA**

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 Easterly to the East line of said Section 2;  
thence along said East line South to the South Corporate Limits line of the City of Cedar Falls;  
thence along said South Corporate Limits line West 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.

**Item E.1.**

**EXHIBIT C**  
**AGREEMENTS (6) TO INCLUDE AGRICULTURAL LAND**

**EXHIBIT C**  
**AGREEMENT TO INCLUDE AGRICULTURAL LAND**  
**IN THE**  
**SOUTH CEDAR FALLS URBAN RENEWAL AREA**

WHEREAS, the City of Cedar Falls, Iowa, (the "City") has proposed to establish the South Cedar Falls Urban Renewal Area (the "Urban Renewal Area"), pursuant to Chapter 403 of the Code of Iowa, in order to undertake activities authorized by that Chapter; and

WHEREAS, it has been proposed that the boundaries of the Urban Renewal Area will include certain property which is owned by the Agricultural Land Owner listed below; and

WHEREAS, Section 403.17(10) of the Code of Iowa provides that no property may be included in an urban renewal area which meets the definition in that Section of "agricultural land," until the owners of such property agree to include such property in such urban renewal area; and

WHEREAS, it has been determined that all or a portion of the property to be added to the Urban Renewal Area and owned by the Agricultural Land Owner meets the definition of "agricultural land" in Section 403.17(3) of the Code of Iowa;

NOW, THEREFORE, it is hereby certified and agreed by the Agricultural Land Owner as follows:

1. The Agricultural Land Owner hereby certifies that he/she is the owner of certain Property contained within the Urban Renewal Area.
2. The Agricultural Land Owner hereby agrees that the City of Cedar Falls, Iowa, may include the portion of the property owned by the Agricultural Land Owner in the Urban Renewal Area.
3. The Agricultural Land Owner further authorizes the governing body of the City of Cedar Falls, Iowa, to pass any resolution or ordinance necessary to designate said property as an Urban Renewal Area under Chapter 403 of the Code of Iowa, and to proceed with activities authorized under said Chapter.

DATED this 16<sup>th</sup> day of April, 2018.

Name of Agricultural Land Owner: SWI, LLC, By Randy Vandersee  
(signed by Agricultural Land Owner or person authorized to sign on Agricultural Land Owner's behalf)

Signature: SWI, LLC Randy V Date: 4-16-18

Print Name: SWI, LLC By Randy Vandersee

Witness: James King



**EXHIBIT C**  
**AGREEMENT TO INCLUDE AGRICULTURAL LAND**  
**IN THE**  
**SOUTH CEDAR FALLS URBAN RENEWAL AREA**

WHEREAS, the City of Cedar Falls, Iowa, (the "City") has proposed to establish the South Cedar Falls Urban Renewal Area (the "Urban Renewal Area"), pursuant to Chapter 403 of the Code of Iowa, in order to undertake activities authorized by that Chapter; and

WHEREAS, it has been proposed that the boundaries of the Urban Renewal Area will include certain property which is owned by the Agricultural Land Owner listed below; and

WHEREAS, Section 403.17(10) of the Code of Iowa provides that no property may be included in an urban renewal area which meets the definition in that Section of "agricultural land," until the owners of such property agree to include such property in such urban renewal area; and

WHEREAS, it has been determined that all or a portion of the property to be added to the Urban Renewal Area and owned by the Agricultural Land Owner meets the definition of "agricultural land" in Section 403.17(3) of the Code of Iowa;

NOW, THEREFORE, it is hereby certified and agreed by the Agricultural Land Owner as follows:


1. The Agricultural Land Owner hereby certifies that he/she is the owner of certain Property contained within the Urban Renewal Area.
2. The Agricultural Land Owner hereby agrees that the City of Cedar Falls, Iowa, may include the portion of the property owned by the Agricultural Land Owner in the Urban Renewal Area.
3. The Agricultural Land Owner further authorizes the governing body of the City of Cedar Falls, Iowa, to pass any resolution or ordinance necessary to designate said property as an Urban Renewal Area under Chapter 403 of the Code of Iowa, and to proceed with activities authorized under said Chapter.

DATED this 28<sup>th</sup> day of MARCH, 2018.

Name of Agricultural Land Owner: CF GATEWAY PARK, INC  
(signed by Agricultural Land Owner or person authorized to sign on Agricultural Land Owner's behalf)

Signature:  Date: 3/28/18

Print Name: ATUL PATEL

Witness: 

# Item E.1.

## EXHIBIT C AGREEMENT TO INCLUDE AGRICULTURAL LAND IN THE SOUTH CEDAR FALLS URBAN RENEWAL AREA

WHEREAS, the City of Cedar Falls, Iowa, (the "City") has proposed to establish the South Cedar Falls Urban Renewal Area (the "Urban Renewal Area"), pursuant to Chapter 403 of the Code of Iowa, in order to undertake activities authorized by that Chapter; and

WHEREAS, it has been proposed that the boundaries of the Urban Renewal Area will include certain property which is owned by the Agricultural Land Owner listed below; and

WHEREAS, Section 403.17(10) of the Code of Iowa provides that no property may be included in an urban renewal area which meets the definition in that Section of "agricultural land," until the owners of such property agree to include such property in such urban renewal area; and

WHEREAS, it has been determined that all or a portion of the property to be added to the Urban Renewal Area and owned by the Agricultural Land Owner meets the definition of "agricultural land" in Section 403.17(3) of the Code of Iowa;

NOW, THEREFORE, it is hereby certified and agreed by the Agricultural Land Owner as follows:

1. The Agricultural Land Owner hereby certifies that he/she is the owner of certain Property contained within the Urban Renewal Area.
2. The Agricultural Land Owner hereby agrees that the City of Cedar Falls, Iowa, may include the portion of the property owned by the Agricultural Land Owner in the Urban Renewal Area.
3. The Agricultural Land Owner further authorizes the governing body of the City of Cedar Falls, Iowa, to pass any resolution or ordinance necessary to designate said property as an Urban Renewal Area under Chapter 403 of the Code of Iowa, and to proceed with activities authorized under said Chapter.

DATED this 14<sup>th</sup> day of May, 2018.

Name of Agricultural Land Owner: Suzanne Munn  
(signed by Agricultural Land Owner or person authorized to sign on Agricultural Land Owner's behalf)

Signature:  Date: May 14, 2018

Print Name: Suzanne E. Munn

Witness: 

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**EXHIBIT C**  
**AGREEMENT TO INCLUDE AGRICULTURAL LAND**  
**IN THE**  
**SOUTH CEDAR FALLS URBAN RENEWAL AREA**

WHEREAS, the City of Cedar Falls, Iowa, (the "City") has proposed to establish the South Cedar Falls Urban Renewal Area (the "Urban Renewal Area"), pursuant to Chapter 403 of the Code of Iowa, in order to undertake activities authorized by that Chapter; and

WHEREAS, it has been proposed that the boundaries of the Urban Renewal Area will include certain property which is owned by the Agricultural Land Owner listed below; and

WHEREAS, Section 403.17(10) of the Code of Iowa provides that no property may be included in an urban renewal area which meets the definition in that Section of "agricultural land," until the owners of such property agree to include such property in such urban renewal area; and

WHEREAS, it has been determined that all or a portion of the property to be added to the Urban Renewal Area and owned by the Agricultural Land Owner meets the definition of "agricultural land" in Section 403.17(3) of the Code of Iowa;

NOW, THEREFORE, it is hereby certified and agreed by the Agricultural Land Owner as follows:

1. The Agricultural Land Owner hereby certifies that he/she is the owner of certain Property contained within the Urban Renewal Area.
2. The Agricultural Land Owner hereby agrees that the City of Cedar Falls, Iowa, may include the portion of the property owned by the Agricultural Land Owner in the Urban Renewal Area.
3. The Agricultural Land Owner further authorizes the governing body of the City of Cedar Falls, Iowa, to pass any resolution or ordinance necessary to designate said property as an Urban Renewal Area under Chapter 403 of the Code of Iowa, and to proceed with activities authorized under said Chapter.

DATED this 10 day of MAY, 2018.

Name of Agricultural Land Owner: Ronald R Henry  
(signed by Agricultural Land Owner or person authorized to sign on Agricultural Land Owner's behalf)

Signature: Ronald R Henry Date: 5/10/18

Print Name: Ronald R Henry

Witness: Mary Ann Miller

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Final

# Item E.1.

## EXHIBIT C AGREEMENT TO INCLUDE AGRICULTURAL LAND IN THE SOUTH CEDAR FALLS URBAN RENEWAL AREA

WHEREAS, the City of Cedar Falls, Iowa, (the "City") has proposed to establish the South Cedar Falls Urban Renewal Area (the "Urban Renewal Area"), pursuant to Chapter 403 of the Code of Iowa, in order to undertake activities authorized by that Chapter; and

WHEREAS, it has been proposed that the boundaries of the Urban Renewal Area will include certain property which is owned by the Agricultural Land Owner listed below; and

WHEREAS, Section 403.17(10) of the Code of Iowa provides that no property may be included in an urban renewal area which meets the definition in that Section of "agricultural land," until the owners of such property agree to include such property in such urban renewal area; and

WHEREAS, it has been determined that all or a portion of the property to be added to the Urban Renewal Area and owned by the Agricultural Land Owner meets the definition of "agricultural land" in Section 403.17(3) of the Code of Iowa;

NOW, THEREFORE, it is hereby certified and agreed by the Agricultural Land Owner as follows:

1. The Agricultural Land Owner hereby certifies that he/she is the owner of certain Property contained within the Urban Renewal Area.
2. The Agricultural Land Owner hereby agrees that the City of Cedar Falls, Iowa, may include the portion of the property owned by the Agricultural Land Owner in the Urban Renewal Area.
3. The Agricultural Land Owner further authorizes the governing body of the City of Cedar Falls, Iowa, to pass any resolution or ordinance necessary to designate said property as an Urban Renewal Area under Chapter 403 of the Code of Iowa, and to proceed with activities authorized under said Chapter.

DATED this 9 day of May, 2018.

Name of Agricultural Land Owner: Patricia Gordon  
(signed by Agricultural Land Owner or person authorized to sign on Agricultural Land Owner's behalf)

Signature: Patricia Gordon Date: May 9, 2018

Print Name: Patricia Gordon

Witness: David F Gordon May 9, 2018  
David F Gordon

01459903-1110283-158

Final

**EXHIBIT C  
AGREEMENT TO INCLUDE AGRICULTURAL LAND  
IN THE  
SOUTH CEDAR FALLS URBAN RENEWAL AREA**

WHEREAS, the City of Cedar Falls, Iowa, (the "City") has proposed to establish the South Cedar Falls Urban Renewal Area (the "Urban Renewal Area"), pursuant to Chapter 403 of the Code of Iowa, in order to undertake activities authorized by that Chapter; and

WHEREAS, it has been proposed that the boundaries of the Urban Renewal Area will include certain property which is owned by the Agricultural Land Owner listed below; and

WHEREAS, Section 403.17(10) of the Code of Iowa provides that no property may be included in an urban renewal area which meets the definition in that Section of "agricultural land," until the owners of such property agree to include such property in such urban renewal area; and

WHEREAS, it has been determined that all or a portion of the property to be added to the Urban Renewal Area and owned by the Agricultural Land Owner meets the definition of "agricultural land" in Section 403.17(3) of the Code of Iowa;

NOW, THEREFORE, it is hereby certified and agreed by the Agricultural Land Owner as follows:

1. The Agricultural Land Owner hereby certifies that he/she is the owner of certain Property contained within the Urban Renewal Area.
2. The Agricultural Land Owner hereby agrees that the City of Cedar Falls, Iowa, may include the portion of the property owned by the Agricultural Land Owner in the Urban Renewal Area.
3. The Agricultural Land Owner further authorizes the governing body of the City of Cedar Falls, Iowa, to pass any resolution or ordinance necessary to designate said property as an Urban Renewal Area under Chapter 403 of the Code of Iowa, and to proceed with activities authorized under said Chapter.

DATED this 10 day of May, 2018.

Name of Agricultural Land Owner: Leigh Anne Cox  
(signed by Agricultural Land Owner or person authorized to sign on Agricultural Land Owner's behalf)

Signature: Leigh Anne Cox Date: 5-10-2018

Print Name: Thomas F. Lane

Witness: [Signature]

01459903-1110283-108

Final



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE SOUTH CEDAR FALLS URBAN RENEWAL AREA, IN THE CITY OF CEDAR FALLS, COUNTY OF BLACK HAWK, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF CEDAR FALLS, COUNTY OF BLACK HAWK, CEDAR FALLS COMMUNITY SCHOOL DISTRICT, HUDSON COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE SOUTH CEDAR FALLS URBAN RENEWAL AREA

WHEREAS, the City Council of the City of Cedar Falls, State of Iowa, after public notice and hearing as prescribed by law and pursuant to Resolution No. \_\_\_\_\_ passed and approved on the 21<sup>st</sup> day of May, 2018, adopted an Urban Renewal Plan (the "Urban Renewal Plan") for an urban renewal area known as the South Cedar Falls Urban Renewal Area (the "Urban Renewal Area"), which Urban Renewal Area includes the lots and parcels located within the area legally described as follows:

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;

## Item E.1.

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 Easterly to the East line of said Section 2;

thence along said East line South to the South Corporate Limits line of the City of Cedar Falls;

thence along said South Corporate Limits line West 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.

WHEREAS, expenditures and indebtedness are anticipated to be incurred by the City of Cedar Falls, State of Iowa, in the future to finance urban renewal project activities carried out in furtherance of the objectives of the Urban Renewal Plan; and

WHEREAS, the City Council of the City of Cedar Falls, State of Iowa, desires to provide for the division of revenue from taxation in the Urban Renewal Area, as above described, in accordance with the provisions of Section 403.19 of the Code of Iowa, as amended.

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

Section 1. That the taxes levied on the taxable property in the Urban Renewal Area legally described in the preamble hereof, by and for the benefit of the State of Iowa, City of Cedar Falls, County of Black Hawk, Cedar Falls Community School District, Hudson Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 2. 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 the Urban Renewal Area, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City of Cedar Falls, State of Iowa, certifies to the Auditor of Black Hawk County, Iowa the amount of loans,



advances, indebtedness, or bonds payable from the division of property tax revenue described herein, 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.

Section 3. That portion of the taxes each year in excess of the base period taxes determined as provided in Section 2 of this Ordinance shall be allocated to and when collected be paid into a special tax increment fund of the City of Cedar Falls, State of Iowa, hereby established, to pay the principal of and interest on loans, monies advanced to, indebtedness, whether funded, refunded, assumed or otherwise, including bonds or obligations issued under the authority of Section 403.9 or 403.12 of the Code of Iowa, as amended, 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 Urban Renewal Area pursuant to the Urban Renewal Plan, 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 Urban Renewal Area without any limitation as hereinabove provided.

Section 4. Unless or until the total assessed valuation of the taxable property in the Urban Renewal Area exceeds the total assessed value of the taxable property in the Urban Renewal Area as shown by the assessment roll referred to in Section 2 of this Ordinance, all of the taxes levied and collected upon the taxable property in the Urban Renewal 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 5. At such time as the loans, advances, indebtedness, bonds and interest thereon of the City of Cedar Falls, State of Iowa, referred to in Section 3 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 6. 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 fully implement the provisions of Section 403.19 of the Code of Iowa, as amended, with respect to the division of taxes from property within the Urban Renewal Area as described above. 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 Urban Renewal Area and the territory contained therein.

Section 7. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

**Item E.1.**

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Read First Time: \_\_\_\_\_, 2018

Read Second Time: \_\_\_\_\_, 2018

Read Third Time: \_\_\_\_\_, 2018

PASSED AND APPROVED: \_\_\_\_\_, 2018.

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 \_\_\_\_\_, 2018, signed by the Mayor on \_\_\_\_\_, 2018, and published in the Waterloo-Cedar Falls Courier on \_\_\_\_\_, 2018.

\_\_\_\_\_  
City Clerk, City of Cedar Falls, State of Iowa

(SEAL)

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**Cedar Falls Planning and Zoning Commission  
Regular Meeting  
April 25, 2018  
City Hall Council Chambers  
220 Clay Street, Cedar Falls, Iowa**

**MINUTES**

The Cedar Falls Planning and Zoning Commission met in regular session on Wednesday, April 25, 2018 at 5:30 p.m. in the City Hall Council Chambers, 220 Clay Street, Cedar Falls, Iowa. The following Commission members were present: Adkins, Giarusso, Holst, Leeper, Oberle, and Saul. Arntson, Hartley and Wingert were absent. Karen Howard, Community Services Manager, Shane Graham, Planner II, and Iris Lehmann, Planner I, were also present.

1.) Chair Oberle noted the Minutes from the April 11, 2018 regular meeting are presented. Ms. Howard noted that the adjournment time on the minutes was incorrect and should be changed to 7:00. Mr. Leeper made a motion to approve the amended Minutes as presented. Mr. Holst seconded the motion. The motion was approved unanimously with 6 ayes (Adkins, Giarusso, Holst, Leeper, Oberle and Saul), and 0 nays.

2.) The first item of business was a College Hill Neighborhood Site Plan Review for 1926 Tremont Street. Chair Oberle introduce the item and Ms. Lehmann provided background information. She explained that the owner is proposing to build a new garage on the property, which will require the removal of the existing attached garage. As this is considered a substantial change in the College Hill Neighborhood District it requires Commission approval. Ms. Lehmann showed a sketch of the proposed garage and a rendering of the placement of the current garage placement, as well as the proposed garage. Staff recommends approval of the project.

Mr. Holst made a motion to approve. Ms. Giarusso seconded the motion. The motion was approved unanimously with 6 ayes (Adkins, Giarusso, Holst, Leeper, Oberle and Saul), and 0 nays.

3.) The next item for consideration by the Commission was the River Place 4th Addition Preliminary and Final Plats. Chair Oberle introduce the item and Ms. Lehmann provided background information. She explained that Eagle View Partners is proposing to create a new lot in the River Place Development to be purchased by Community Main Street for their new office location. The plat is at the northeast end of East 4<sup>th</sup> Street at the entrance of the Water Reclamation Plant. She provided a general rendering and a sketch of the proposed plat and explained that zoning requirements are met and there will be an access easement over all of Lot 2. Staff recommends approval. Mr. Holst noted that he will need to abstain from the vote.

Ms. Saul made a motion to approve. Ms. Adkins seconded the motion. The motion was approved unanimously with 5 ayes (Adkins, Arntson, Giarusso, Hartley, Leeper, Saul and Wingert), 1 abstention (Holst) and 0 nays.

4.) The Commission then considered the South Cedar Falls Urban Renewal Plan. Chair Oberle introduce the item and Mr. Graham provided background information. He showed a rendering of the existing boundaries and noted that they are looking to establish a new urban renewal area that has not been developed. He discussed the state code requirements and conformance with the Comprehensive Plan. He showed the future land use map and explained the different designations for each area. He indicated that specific goals outlined in the Comprehensive Plan include expanding and enhancing the commercial and industrial base, supporting new businesses through innovative economic development programs,

## Item E.1.

repairing aging infrastructure, and expanding technology infrastructure to attract business and industry, to name a few. He indicated that within the Comprehensive Plan is also found a Future Land Use Map, which includes both current and proposed uses within the city. More specifically for the area of the city where the proposed South Cedar Falls Urban Renewal Plan is being proposed, the Future Land Use Map designates this area for Commercial, Industrial, and Office/Business Park uses.

Mr. Graham also discussed the objectives for the new Urban Renewal Plan, which includes:

- a) stimulate private investment in new commercial and industrial development
- b) plan and provide for sufficient land for commercial or industrial development
- c) provide for installation of public infrastructure
- d) use of various governmental incentives to provide a marketable and attractive investment climate
- e) achieve a well-balanced economy
- f) develop a sound economic base

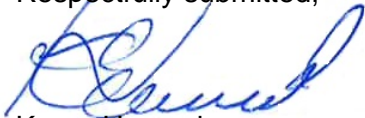
Staff feels that, based on the goals and designated future land uses listed in the Comprehensive Plan, the proposed objectives and activities of the proposed South Cedar Falls Urban Renewal Plan are in conformance with the general plan for the development of the municipality as a whole. Staff recommends that the Commission find that the proposed South Cedar Falls Urban Renewal Plan is in conformity with the general plan for the development of the municipality as a whole.

Mr. Leeper made a motion recommending that the proposed South Cedar Falls Urban Renewal Plan is in conformance with the general plan for the development of the municipality as a whole. Ms. Giarusso seconded the motion. The motion was approved unanimously with 6 ayes (Adkins, Giarusso, Holst, Leeper, Oberle and Saul), and 0 nays.

- 5.) As there were no further comments, Mr. Holst made a motion to adjourn. Mr. Leeper seconded the motion. The motion was approved unanimously with 6 ayes (Adkins, Giarusso, Holst, Leeper, Oberle and Saul), and 0 nays.

The meeting adjourned at 5:45 p.m.

Respectfully submitted,



Karen Howard  
Community Services Manager



Joanne Goodrich  
Administrative 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:** Jacqueline Danielsen, MMC, City Clerk  
**FROM:** Shane Graham, Planner II *SG*  
**DATE:** April 10, 2018  
**SUBJECT:** South Cedar Falls Urban Renewal Plan Consultation Session Minutes

Jacque, attached for the City's file is an original of the Consultation Session Minutes from April 10, 2018 and the Consultation Session agenda. I will provide a copy of these materials to City Council for the May 7, 2018 public hearing.

Please let me know if you have any questions.

# Item E.1.



## DEPARTMENT OF COMMUNITY DEVELOPMENT

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### MEMORANDUM

*Planning & Community Services Division*

**TO:** Jacqueline Danielsen, MMC, City Clerk  
**FROM:** Shane Graham, Planner II  
**DATE:** April 10, 2018  
**SUBJECT:** Consultation Session Minutes  
South Cedar Falls Urban Renewal Plan

On Tuesday, April 10, 2018, a consultation session was held at 11:00 a.m. in the Duke Young Conference Room, City Hall, 220 Clay Street, Cedar Falls, Iowa regarding the City's proposal to establish and implement the South Cedar Falls Urban Renewal Plan. Those in attendance included:

1. Shane Graham, Planner II
2. Tony Voss, Hudson School District
3. Chrissi Wiersma, Hudson School District

Mr. Graham gave a brief summary of the South Cedar Falls Urban Renewal Plan, and the area that it will encompass. Mr. Voss questioned if the Plan would have any impact on the mobile home park located along West Ridgeway Avenue, and Mr. Graham indicated that it would not and that the City has no plans to purchase or remove the mobile home park. Mr. Graham went over the implementation schedule, indicating that the Plan is scheduled for a public hearing by the Cedar Falls City Council on Monday, May 7, 2018.

Since there were no additional comments or questions, Mr. Graham ended the consultation session at 11:16 a.m.

Submitted by,

A blue ink signature of Shane Graham, written in a cursive style.

Shane Graham  
Planner II

**Amendment No. 4 to the Cedar Falls Unified Highway 58 Corridor  
Urban Renewal Plan and Adoption of the South Cedar Falls Urban  
Renewal Plan**

Consultation Session  
April 10, 2018 @ 11:00 A.M.

AGENDA

1. Introduction of Attendees
2. Summary of Amendment #4 to Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan
3. Summary of the South Cedar Falls Urban Renewal Plan
4. Implementation Schedule
5. Questions
6. Adjourn





ORDINANCE NO. 2923

AN ORDINANCE AMENDING ORDINANCE NO. 1923, 2122, 2461, 2696 AND 2785, 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, 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. 4 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 and 2785, 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 removed from the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area through the adoption of Amendment No. 4 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:

## Item F.1.

Ordinance Number(s) 1923, 2122, 2461, 2696 and 2785 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 5<sup>th</sup> Principal Meridian, Cedar Falls, Iowa. Thence Northerly along said West right-of-way line to the South line of Eldorado Heights 3<sup>rd</sup> 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 2<sup>nd</sup> 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 13<sup>th</sup> 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 2<sup>nd</sup> 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 5<sup>th</sup> Principal Meridian, Cedar Falls, Iowa. Thence Northerly along said West right-of-way line to the South line of Eldorado Heights 3<sup>rd</sup> 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 2<sup>nd</sup> 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 17<sup>th</sup> 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

## Item F.1.

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 28<sup>th</sup> 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 10<sup>th</sup> 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:

## Item F.1.

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 5<sup>th</sup> 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

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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

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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 7<sup>th</sup> day of May, 2018, which Amendment No. 4 Area removes 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;

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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;

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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) 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), and the Amendment No. 1 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)-(h).

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, 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 roll 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.

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

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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 and 2785 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 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 \_\_\_\_\_, 2018.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



Read First Time: May 7, 2018

Read Second Time: \_\_\_\_\_, 2018

Read Third Time: \_\_\_\_\_, 2018

PASSED AND APPROVED: \_\_\_\_\_, 2018.

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 \_\_\_\_\_, 2018, signed by the Mayor on \_\_\_\_\_, 2018, and published in the Waterloo-Cedar Falls Courier on \_\_\_\_\_, 2018.

\_\_\_\_\_  
City Clerk, City of Cedar Falls, State of Iowa

(SEAL)

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**ORDINANCE NO. 2924**

AN ORDINANCE REPEALING DIVISION 1, GENERALLY, OF ARTICLE II, SEWERS AND SEWAGE DISPOSAL, OF CHAPTER 27, UTILITIES OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA AND ENACTING IN LIEU THEREOF A NEW DIVISION 1, GENERALLY, OF ARTICLE II, SEWERS AND SEWAGE DISPOSAL, PROVIDING FOR AN INCREASE IN SEWER RENTAL FEE RATES, AND OTHER MISCELLANEOUS CHANGES.

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

Sec. 1. Division 1, Generally, of Article II, Sewers and Sewage Disposal, of Chapter 27, Utilities, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, and a new Division 1, Generally, of Article II, Sewers and Sewage Disposal, providing for an increase in sewer rental fee rates, and other miscellaneous changes, is enacted in lieu therefore, as follows:

**DIVISION 1. - GENERALLY**

**Sec. 27-26. - Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Contributor* means any person responsible for the production of domestic, commercial or industrial waste which is directly or indirectly discharged into the city's sanitary sewer system.

*Sewage disposal plant* means any and all units of the municipal disposal plant owned and operated by the city, including any and all intercepting and outlet sewers delivering or discharging sewage to or from the plant.

*Sewer rental* means any and all rates, charges, fees or rentals levied against and payable by contributors.

*Water reclamation manager* means the person delegated with the responsibility of the management and operation of the sewage disposal plant subject to such rules and regulations as the council may from time to time by resolution prescribe.

**Cross reference—** Definitions and rules of construction generally, § 1-2.

**Sec. 27-27. - Water reclamation division.**

The water reclamation division of the department of community development is hereby created. The water reclamation division shall be under the control of the water reclamation manager, who shall be appointed by and be directly responsible to the director of community development.

**Sec. 27-28. - Supervision of sewage disposal plant.**

The water reclamation manager shall have complete charge of the operation of the sewage disposal plant. The water reclamation manager shall employ and have direct charge of all employees of the sewage disposal plant.

**Sec. 27-29. - Sewage rental fund.**

All moneys received by the controller/city treasurer from any source on account of the sewage disposal plant shall be kept in a separate and distinct fund, to be known as the sewer rental fund, and shall be paid out by him/her only by legal checks of the city.

## Item F.2.

### Sec. 27-30. - Rental fees generally.

- (a) *Monthly rental fee: determination generally.* Subject to the exceptions hereinafter provided, each metered dwelling which uses city water, shall pay to the city a monthly sewer rental fee, the same to be determined by the amount of city water used, as follows: For up to and including the first 200 cubic feet of water used, hereinafter referred to as the "base rate," the monthly sewer rental fee shall be as shown in the column of the chart set forth below, entitled, "Base Rate," commencing on the date set forth in the corresponding row of the column entitled, "Date of Rate Change."

For water uses over 200 cubic feet, hereinafter referred to as the "incremental rate," the monthly sewer rental fee shall be as shown in the column of the chart set forth below, entitled, "Incremental Rate," commencing on the date set forth in the corresponding row of the column entitled, "Date of Rate Change."

#### CITY OF CEDAR FALLS SEWER RENTAL FEE SCHEDULE

Date of Rate Change	Base Rate	Incremental Rate
July 1, 2018	\$18.52 per 200 cubic feet of water used	\$3.32 per 100 cubic feet of water used
July 1, 2019	\$19.45 per 200 cubic feet of water used	\$3.49 per 100 cubic feet of water used
July 1, 2020	\$20.42 per 200 cubic feet of water used	\$3.66 per 100 cubic feet of water used
July 1, 2021	\$21.44 per 200 cubic feet of water used	\$3.84 per 100 cubic feet of water used

- (b) *Maximum fees for residential use.* Residential sewer rental fees during the months of May through November shall not exceed the average amount charged for usage during the previous January through March period.
- (c) *Reduction for low-income households.* Each payor of the monthly sewer rental fee who meets the low-income requirement, as set by the U.S. Government, contained in the Section 8 Housing Assistance Program of the city, may apply annually to the director of community development for, and be granted, a \$3.00 per month reduction in the monthly sewer rental fee for the first 200 cubic feet of water used.
- (d) *Users without city water service.* Each user of city sanitary sewer which does not have water provided and metered by the city utilities shall be charged a monthly sewer rental fee which is two times the base rate which is provided for in subparagraph (a) of this section. That user may, however, through certified metering of well water for residential use or provision of receipts from a recognized adjoining public water jurisdiction, provide to the director of community development documentation of actual water usage. If water usage can be verified, that user will be charged the monthly sewer rental fee as provided in subparagraphs (a) and (b), above.
- (e) *Mobile home parks.* Mobile home parks utilizing a central water metering system shall be charged the same monthly sewer rental fees for each dwelling unit connected to the public sewage disposal system as are provided for in subparagraph (a) of this section.
- (f) *Determination of multiple dwelling rental fees.* Multiple dwellings using a single water meter shall pay at the same rates listed in subparagraph (a) above, with the usage for each individual dwelling unit determined by dividing the amount of water metered by the number of dwelling units, regardless of occupancy of said units.

- (g) *Determination of commercial, industrial rental fees.* Commercial and industrial sewer rental fees shall be based on actual water usage, metered or unmetered, including water added to the sewage disposal system by the commercial or industrial users, at the same rates described in subparagraph (a) above. However, the director of community development may establish reduced sewer rental fees, to be reviewed on an annual basis, for commercial and industrial users which have unique discharges requiring very little actual treatment, such as the discharge of cooling water or boiler blowdown.
- (h) *Residential monthly fee for certain commercial, industrial users.* Commercial and industrial users that use higher volumes of water in the months May through November each year exclusively for purposes such as watering lawns, and can demonstrate to the director of community development that said water does not enter the sanitary sewer system may have their sewer bills adjusted such that sewer user fees billed for usage May through November each year will not exceed the average bills for usage in the months December through April each year.
- (i) *Industrial surcharge.* An industrial user, as defined in division 4, of article III, shall be surcharged at the rate of \$0.10 for each pound of both biochemical oxygen demand, as defined in said division 4 of article III, and total suspended solids for all discharges to the sanitary sewer system which exceed a concentration of 300 milligrams per liter.
- (j) *Inclusion of state sales tax.* State sales tax is computed and included in the rates included in this section.
- (k) *Billing adjustments.* Billing adjustments may be made for any residential, commercial or industrial users that can demonstrate to the director of community development that water used does not enter the sanitary sewer system.
- (l) *Payment.* All fees required to be paid by this section shall be paid at the same time the payment for city water service is made or on the first day of the month for those users of sewer service who do not use city water service. All required payments are to be made at the office of the municipal utilities.
- (m) *Sanitary sewer surcharge for discharge of storm water to city sanitary sewer system.* The owner of any property in the city who fails to comply with the provisions of section 7-264 or section 7-265 of this Code, relating to discharge of storm water or groundwater into the city sanitary sewer system, shall be assessed a surcharge fee, to be added to the property owner's city sewer bill, in the amount of \$100.00 per month, as provided in section 7-266 of this Code.

**Sec. 27-31. - Failure to pay rental fees; authority to terminate service.**

- (a) Where a consumer is a contributor of city water, or is a user of city sanitary sewer service who does not use city water service, the sewer rentals, rates or charges shall be subject to the following rules of delinquency and suspension of service:
  - (1) Whenever any of the rules and regulations of this article are violated, the sewer service shall be cut off and shall not be turned on again except by order of the council and water reclamation manager and upon payment of the expense of shutting it off and turning it on, and on such other terms as the council may determine upon and a satisfactory understanding with the account holder that no further complaint shall arise. Such sewer service shall not be discontinued unless prior written notice is sent to the account holder by ordinary mail, informing the account holder of the nature of the delinquency and affording the account holder the opportunity for a hearing prior to discontinuance of service. If the account holder is a tenant, and if the owner or landlord of the property has made a written request for notice, the notice shall also be given to the owner or landlord.
  - (2) In case of violation of this article, the council shall have the right to declare any payment made for the sewer service by the person committing such violation to be forfeited, and the service shall thereupon be forfeited.

## Item F.2.

- (b) (1) In addition to the rules of delinquency and suspension of service mentioned in subsection (a) of this section, the city shall have a lien upon the property served by such sanitary utility for all delinquent rate or rental payments in accordance with I.C.A. § 384.84.
- (2) A lien shall not be placed upon a mobile home, modular home, or manufactured home served by any of the services described in this division if the mobile home, modular home, or manufactured home is owned by a tenant of and is located in a mobile home park or manufactured home community and the mobile home park or manufactured home community owner or manager is the account holder, unless the lease agreement specifies that the tenant is responsible for payment of a portion of the rates or charges billed to the account holder.
- (3) Notwithstanding subsection (b)(2), except for mobile home parks or manufactured home communities where the mobile home park or manufactured home community owner or manager is responsible for paying the rates or charges for services described in this division, a lien shall not be filed against the land if the premises receiving any of the services described in this division are located on leased land. If the premises are located on leased land, a lien may be filed against the premises only. For the purposes of this division, "premises" includes a mobile home, modular home, or manufactured home as defined in I.C.A. § 435.1.
- (4) Prior written notice of intent to certify a lien shall be given to the account holder of the delinquent account at least 30 days prior to certification. If the account holder is a tenant, and if the owner or landlord of the property has made a written request for notice, the notice shall also be given to the owner or landlord. The notice shall be sent to the appropriate persons by ordinary mail not less than 30 days prior to the certification of the lien to the county treasurer. After compliance with the foregoing provisions, the city clerk shall certify for taxation purposes and the establishing of the property lien to the county treasurer all delinquent rent, rate or rental payments, together with an administrative expense of \$5.00. The lien shall not be certified to the county treasurer for a delinquent charge of less than \$5.00. For the purpose of the certification and for no other purpose whatsoever, rent, rate or rental payments shall be designated as delinquent when the payments are shown and appear on the books carrying rent, rate or rental payments to have been unpaid for a period of six months following their due date.
- (c) Where the contributor is an operator of a private water supply, failure to pay rentals shall be subject to similar rules as to delinquency and suspension of service, property lien, certification of delinquency and definition of delinquency as set out in this section.

### Secs. 27-32—27-50. - Reserved.

INTRODUCED: \_\_\_\_\_ May 7, 2018 \_\_\_\_\_

PASSED 1<sup>st</sup> CONSIDERATION: \_\_\_\_\_ May 7, 2018 \_\_\_\_\_

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

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

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

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

ATTEST:

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

**ORDINANCE NO. 2925**

AN ORDINANCE REPEALING ARTICLE III, STORM WATER MANAGEMENT PROGRAM, OF CHAPTER 27, UTILITIES OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA AND ENACTING IN LIEU THEREOF A NEW ARTICLE III, STORM WATER MANAGEMENT PROGRAM, PROVIDING FOR AN INCREASE IN STORM WATER MANAGEMENT FEES, AND OTHER MISCELLANEOUS CHANGES.

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

Article III, Storm Water Management Program, of Chapter 27, Utilities of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, and a new Article III, Storm Water Management Program, providing for an increase in storm water management fees, and other miscellaneous changes, is enacted in lieu therefore, as follows:

**ARTICLE III. - STORM WATER MANAGEMENT PROGRAM**

**Sec. 27-113. - Acronyms.**

The following acronyms when used in this chapter shall have the following designated meaning:

BMP	Best Management Practice
CFR	Code of Federal Regulations
CWA	Clean Water Act
FEMA	Federal Emergency Management Agency
HHW	Household Hazardous Waste
IDNR	Iowa Department of Natural Resources
IDOT	Iowa Department of Transportation
MS4	Municipal Separate Storm Sewer System
NOI	Notice of Intent
NOT	Notice of Termination
NOV	Notice of Violation
NPDES	National Pollutant Discharge Elimination System
NPS	Non-Point Source

## Item F.3.

NRCS	National Resource Conservation Service
RCRA	Resource Conservation Recovery Act of 1976
SMCRA	Surface Mining Control and Reclamation Act of 1977
SWPPP	Storm Water Pollution Prevention Plan
TMDL	Total Maximum Daily Load
USDA	United States Department of Agriculture
US EPA	United States Environmental Protection Agency
USGS	United States Geodetic Survey

### Sec. 27-114. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Adverse impacts:* Any negative impact on plant, soil, air or water resources affecting their beneficial uses including recreation, aesthetics, aquatic habitat, quality, and quantity.

*Allowable non-storm water discharges:* Discharge from fire fighting activities that are necessary due to an immediate danger to life or property; fire hydrant flushing; potable water sources; water line flushing; uncontaminated groundwater; uncontaminated pumped ground water; crawl space pump water; natural springs; natural riparian habitat or wetland flows; irrigation water (except for wastewater irrigation); air conditioning condensation; exterior building wash water when no detergents or other surfactants are used; pavement wash waters where spills or leaks of toxic or hazardous materials have not occurred and when no detergents or other surfactants are used (unless all spilled material has been removed); diverted stream flows; storm sewer system cleaning water; residential or non-commercial washing of vehicles; de-chlorinated swimming pool discharge less than one part per million (PPM) chlorine; residual street wash water; de-chlorinated water from reservoir discharges; foundation or footing drains where flows are not contaminated with process materials such as solvents (not including active groundwater dewatering systems); discharges specified in writing by the city engineer, or designated representative, as being necessary to protect public health and safety of citizens; dye-testing procedures (requires a verbal notification to the city engineer, or designated representative, prior to the time of the test); and any other water source not containing pollutants, as approved by the city engineer, or designated representative.

*Animal waste:* See Pet Waste.

*Applicant:* Any person, firm, or governmental agency who executes the necessary forms to procure official approval of a development or permit. In gaining official approval, the person, firm or governmental agency intends to carry out construction of a new development or re-development.

*Base flood elevation:* The elevation at all locations delineating the level of flooding resulting from the 100-year frequency flood event. The 100-year flood event has a one percent probability of being equaled or exceeded in any given year.

*Best Management Practices (BMPs):* Schedules of activities, prohibitions of practices, maintenance procedures and other management practices to prevent or reduce the pollution of waters of the state.



BMPs also include treatment requirements, operating procedures and practices to control facility site runoff, spillage or leaks, sludge or waste disposal or drainage from raw material storage.

*Building official:* City official or other designated authority charged with the administration and enforcement of the city building codes.

*Building permit:* Permit issued for the construction, erection or alteration of a structure or building and the related ground and surface preparation prior to and after completion of construction, erection or alteration of a structure or building.

*By-pass flow:* Storm water runoff from upstream properties tributary to a property's drainage system but not under its control.

*Calendar quarter:* Each of the following periods: December through February, March through May, June through August, and September through November.

*Certify or certification:* Formally attesting that the specific inspections and tests were performed, and that such inspections and tests comply with the applicable requirements of this chapter.

*Channel:* Any defined river, stream, creek, brook, natural or artificial depression, ponded area, on-stream lake or impoundment, abandoned mine, flowage, slough, ditch, conduit, culvert, gully, ravine, wash, or natural or manmade drainage way, which has a definite bed and bank or shoreline, in or into which surface or groundwater flows, either perennially or intermittently.

*Channel modification:* The alteration of a channel by changing the physical dimensions or materials of its bed or banks. Channel modification includes, but is not limited to, damming, placement of riprap (or other armoring), filling, widening, deepening, straightening, relocating, lining, and significant removal of bottom or woody rooted vegetation. Channel modification does not include the clearing of debris or removal of trash.

*City engineer:* The professional engineer registered in the State of Iowa who is designated as city engineer by the city council.

*Clean Water Act (CWA):* The Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), and any subsequent amendments thereto. (Formerly referred to as the Federal Water Pollution Control Act or Federal Water Pollution Control Act Amendments of 1972).

*Clearing:* Any activity which removes vegetative ground cover.

*Commercial:* Pertaining to any business, trade, industry, or other activity engaged in for profit.

*Compensatory storage:* An artificially excavated, hydraulically equivalent volume of storage within the floodplain used to balance the loss of natural flood storage capacity when fill or structures are placed within the floodplain.

*Conduit:* Any channel, pipe, sewer or culvert used for the conveyance or movement of water, whether open or closed.

*Construction site:* Any location where clearing, grading, filling, paving, construction, or other activity occurs related to a change or improvement of property.

*Contaminated:* Containing harmful quantities of pollutants.

*Contractor:* Any person or firm performing or managing construction work at a construction site, including any construction manager, general contractor or subcontractor. Also includes, but is not limited to, earthwork, paving, building, plumbing, mechanical, electrical or landscaping contractors, and material suppliers delivering materials to the site.

*Department:* The Iowa Department of Natural Resources (IDNR) or an authorized representative.

*Detention basin:* A facility constructed or modified to provide for the temporary storage of storm water runoff and the controlled release of this runoff at a prescribed rate during and after a flood or storm.

*Detention time:* The amount of time storm water is held within a detention basin.

## Item F.3.

*Developed property:* Land that is altered from a natural state by grading and/or construction activity for the purpose of constructing residential, commercial, industrial, or institutional facilities such that the hydrology of the property is affected.

*Development or redevelopment:* Any man-made change to improved or unimproved real estate, including but not limited to building or other structures, mining, dredging, filling, grading, paving, excavation, or drilling operations.

*Discharge:* The release of water, and any elements, compounds and particles contained within or upon released water, from property owned or controlled by any person.

*Discharger:* Any person who causes, allows, permits, or is otherwise responsible for a discharge, including, without limitation, any owner of a construction site or industrial facility.

*Domestic sewage:* Sewage originating primarily from kitchen, bathroom and laundry sources, including waste from food preparation, dishwashing, garbage grinding, toilets, baths, showers and sinks.

*Drainage plan:* A plan, including engineering drawings and supporting calculations, which describes the existing storm water drainage system and environmental features, including grading, as well as proposed alterations or changes to the drainage system and environment of a property. Also see Storm Water Pollution Prevention Plan (SWPPP).

*Dry basin:* A detention basin designed to drain after temporary storage of storm water flows and to normally be dry over much of its bottom area.

*Earthwork:* The disturbance of soils on a site associated with clearing, grading, or excavation activities.

*Erosion:* The general process whereby soil or earth is moved by rainfall, flowing water, wind or wave action.

*Excavation:* Any act by which organic matter, earth, sand, gravel, rock or any other similar material is cut into, dug, quarried, uncovered, removed, displaced, re-located or bulldozed, and shall include the conditions resulting from such actions.

*Excess storm water runoff:* The volume and rate of flow of storm water discharged from a new development or re-development, which is or will be in excess of that volume and rate which existed before development or re-development.

*Existing grade:* The vertical location of the existing ground surface prior to excavation or filling.

*Facility:* An entity which discharges storm water.

*Fertilizer:* A substance or compound that contains an essential plant nutrient element in a form available to plants and is used primarily for its essential plant nutrient element content in promoting or stimulating growth of a plant or improving the quality of a crop, or a mixture of two or more fertilizers.

*Fill:* Any act by which earth, sand, gravel, rock, or any other material is deposited, placed, replaced, pushed, dumped, pulled, transported or moved by man to a new location, and shall include the conditions resulting therefrom.

*Final grade:* The vertical location of the ground surface after grading work is completed in accordance with the plans.

*Fire protection water:* Any water, and any substances or materials contained therein, used by any person to control or extinguish a fire, or to inspect or test fire equipment.

*Garbage:* Animal and vegetable waste materials from the handling, preparation, cooking or consumption of food, including waste materials from markets, storage facilities, and the handling and sale of produce and other food products. Also, refuse and other unwanted and useless material.

*Grading:* Any act of excavation or fill of land surface to a desired slope or elevation, or any combination thereof, and shall include the conditions resulting from any excavation or fill.

*Groundwater:* Any water residing below the surface of the ground or percolating into or out of the ground.

*Harmful quantity:* The amount of any substance that the appropriate official determines will cause an adverse impact to storm drainage system or will contribute to the failure of the jurisdiction to meet the water quality based requirements of the NPDES permit for discharges from the MS4.

*Hazardous substance:* Any substance listed in Table 302.4 of 40 CFR Part 302.

*Hazardous waste:* Any substance identified or listed as a hazardous waste by the EPA pursuant to 40 CFR Part 261.

*Household hazardous waste (HHW):* Any material generated in a household (including single and multiple residences) that would be classified as hazardous by the IDNR or US EPA or by any rule or regulation promulgated by either agency.

*Hydrograph:* A graph showing, for a given location on a stream or conduit, the flow rate with respect to time.

*Hydrograph method:* A method that estimates runoff volume and runoff hydrographs for a point of interest by generating hydrographs for individual sub areas, combining them, and routing them through stream lengths and reservoir structures. Factors such as rainfall amount and distribution, runoff curve number, time of concentration, and travel time are included.

*Illegal discharge:* See Illicit Discharge below.

*Illicit connection:* Any drain or conveyance, whether on the surface or subsurface, which allow an illicit discharge to enter the MS4.

*Illicit discharge:* Any discharge to the MS4 that is prohibited under this chapter of the Code of Ordinances.

*Impervious surface:* A hard-surfaced area that prevents or retards the entry of water into the soil. An impervious surface may cause water to run off the surface in greater quantities, or at an increased rate of flow, than was present under natural conditions. Impervious surfaces include, but are not limited to, roof tops, asphalt or concrete streets, sidewalks, driveway paving, parking lots, walkways, patio areas, storage areas, gravel, bituminous substances or other surfaces which similarly affect the natural infiltration, or runoff patterns, of real property in the natural state with existing ground cover.

*Industrial waste (commercial waste):* Any wastes produced as a by-product of any industrial, institutional or commercial process or operation, other than domestic sewage.

*Infiltration:* The passage or movement of water into the ground.

*Land disturbing activity:* The process of disturbing existing groundcover, excavation of existing site material, or the placement of fill material on a site, related to a man-made change to improved or unimproved real estate, including but not limited to building or other structures, mining, dredging, filling, grading, paving, excavation, or drilling operations.

*Loessal soil:* Sediment, commonly non-stratified and unconsolidated, composed predominately of silt-sized particles with accessory clay and sand.

*Lot:* A parcel of land of at least sufficient size to meet minimum zoning requirements for use, coverage and area to provide such yards and other open space as are herein required. No portion of an established floodway area lying within a lot or any access drive through a property shall be used in computing the number of dwelling units to be constructed. Such lot shall have frontage on a public street or private street and may consist of:

- (a) A single lot of record;
- (b) A portion of a lot of record;
- (c) A combination of complete lots of record, of complete lots of record and portions of lots of record, or of portions of lots of record; and

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(d) A parcel of land described by metes and bounds;

Provided that in no case of division or combination shall any residential lot or parcel be created which does not meet the requirements of this chapter.

*Major drainage system:* That portion of a drainage system needed to store and convey flows beyond the capacity of the minor drainage system.

*May:* Signifies an act that is discretionary.

*Mechanical fluid:* Any fluid used in the operation and maintenance of machinery, vehicles and any other equipment, including lubricants, antifreeze, petroleum products, oil and fuel.

*Minor drainage system:* Portion of a drainage system designed for the convenience of the public. It consists of street gutters, storm sewers, small open channels and swales.

*Mitigation:* Activity necessary when the prescribed controls are not sufficient and additional measures are required to offset the development, including those measures necessary to minimize the negative effects which storm water drainage and development activities might have on the public health, safety and welfare. Examples of mitigation include, but are not limited to, compensatory storage, soil erosion and sedimentation control, and channel restoration.

*Mobile commercial cosmetic cleaning (or mobile washing):* Power washing, steam cleaning, and any other method of mobile cosmetic cleaning of vehicles and/or exterior surfaces, engaged in for commercial purposes or related to a commercial activity.

*Municipal separate storm sewer system (MS4):* The conveyance or system of conveyances, including storm sewers, roadways, roads with drainage systems, catch basins, curbs, gutters, ditches, constructed channels and storm drains, owned or operated by the city.

*Natural:* Conditions resulting from physical, chemical, and biological processes without intervention by man.

*Natural drainage:* Channels formed in the existing surface topography of the earth prior to changes made by unnatural causes.

*NPDES:* The National Pollutant Discharge Elimination System.

*National Pollutant Discharge Elimination System (NPDES) Phase II Permit:* A permit issued by the US EPA or by a state under authority delegated pursuant to 33 U.S.C. § 1342(b) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

*Non-storm water discharge:* Any discharge that to the MS4 that is not composed entirely of storm water.

*Notice of violation:* A written notice detailing any violations of this chapter and any action expected of the violators.

*Oil:* Any kind of oil in any form, including but not limited to petroleum, fuel oil, crude oil, synthetic oil, motor oil, cooking oil, grease, sludge, oil refuse, and oil mixed with waste.

*One hundred-year event:* A rainfall, runoff, or flood event having a one percent probability of being equaled or exceeded in any given year. Twenty-four-hour storm duration is assumed unless otherwise noted.

*One-year event:* A rainfall, runoff, or flood event having a 100 percent probability of being equaled or exceeded in any given year. Twenty-four-hour storm duration is assumed unless otherwise noted.

*Outfall:* The point at which water or any other material leaves or may leave the MS4 and also means the point at which water or any other material leaves or may leave an enclosed conveyance that is part of the MS4 and enters an open conveyance that is also part of the MS4.

*Owner:* The person who owns a facility, part of a facility, or land.

*Parcel:* A contiguous lot or tract of land under one ownership. A lot or tract of land is land intended as a unit for the purpose of use, development or transfer of ownership.

*Peak flow:* The maximum rate of flow of water at a given point in a channel or conduit.

*Permittee:* The city.

*Person:* Any individual, partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity, or their legal representatives, agents, or assigns, including all federal, state, and local governmental entities.

*Pesticide:* A substance or mixture of substances intended to prevent, destroy, repel, or migrate any pest.

*Pet waste (or animal waste):* Excrement and other waste from domestic animals.

*Petroleum product:* A product that is obtained from distilling and processing crude oil and that is capable of being used as a fuel or lubricant in a motor vehicle or aircraft, including motor oil, motor gasoline, gasohol, other alcohol-blended fuels, aviation gasoline, kerosene, distillate fuel oil, and #1 and #2 diesel.

*Point source:* Any discernible, confined, and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel or other floating craft from which pollutants are or may be discharged. This term does not include return flows from irrigated agriculture or agricultural storm water runoff.

*Pollutant:* Any item that may alter storm water from a natural state. Pollutants may include, but are not limited to, paints, varnishes, solvents, oil, automotive fluids, solid wastes, yard wastes, refuse, rubbish, garbage, litter, discarded or abandoned objects, pesticides, herbicides, fertilizers, sewage, fecal coliform, heavy metals, animal wastes, sediment from construction sites, and noxious or offensive matter of any kind.

*Pollution:* The alteration of the physical, thermal, chemical, or biological quality of, or the contamination of, any water that renders the water harmful, detrimental, or injurious to humans, animal life, plant life, property, or public health, safety, or welfare, or impairs the usefulness or the public enjoyment of the water for any lawful or reasonable purpose.

*Positive drainage:* Provision for overland paths for all areas of a property including depression areas that may also be drained by storm sewer.

*Potable water:* Water that has been treated to drinking water standards and is safe for human consumption.

*Private drainage system:* All privately or publicly owned ground, surfaces, structures or systems, excluding the MS4, that contribute to or convey storm water, including but not limited to roofs, gutters, downspouts, lawns, driveways, pavement, roads, streets, curbs, gutters, ditches, inlets, drains, catch basins, pipes, tunnels, culverts, channels, detention basins, ponds, draws, swales, streams and any ground surface.

*Public improvement plans:* Engineering drawings subject to approval by the city engineer for the construction of public improvements.

*Qualified person:* A person who possesses the required certification, license, or appropriate competence, skills, and ability as demonstrated by sufficient education, training, and/or experience to perform a specific activity in a timely and complete manner consistent with the regulatory requirements and generally accepted industry standards for such activity.

*Release:* To dump, spill, leak, pump, pour, emit, empty, inject, leach, dispose or otherwise introduce into the storm drainage system.

*Re-developed property:* Developed property that is altered or expanded by grading and/or construction activity at a time period following initial construction.

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*Retention facility:* Facility designed to hold storm water for a sufficient length of time to provide for the storm water to be consumed by evaporation into the air and/or infiltration into the immediate soil.

*Rubbish:* Solid waste, including ashes, that consist of (i) combustible waste materials, including paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, and similar materials; and/or (ii) noncombustible waste materials, including glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that do not burn at ordinary incinerator temperatures (1,600 to 1,800 degrees Fahrenheit).

*Sanitary sewage:* The domestic sewage and/or industrial waste that is discharged into the city sanitary sewer system and passes through the sanitary sewer system to the city sewage treatment plant for treatment.

*Sanitary sewer:* The system of pipes, conduits, and other conveyances which carry industrial waste and domestic sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities and institutions, whether treated or untreated, to the city sewage treatment plant (and to which storm water, surface water, and groundwater are not intentionally admitted).

*Sediment:* Soil (or mud) that has been disturbed or eroded and transported naturally by water, wind, gravity, or equipment tracking (tires, vehicles).

*Sedimentation:* The process that deposits soils, debris, and other materials either on other ground surfaces or in bodies of water or storm water drainage systems.

*Septic tank waste:* Any domestic sewage from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks and aerated tanks.

*Shall:* Signifies an act that is mandatory.

*Significant materials:* Includes, but is not limited to, raw materials; fuels; materials such as solvents, detergents, and plastic pellets; finished materials such as metallic products; raw materials used in food processing or production; hazardous substances designated under Section 101(14) of Comprehensive Environmental Response, Compensation and Liability Act (CERCLA); any chemical the facility is required to report pursuant to Section 313 of Emergency Planning and Community Right-to-Know Act (EPCRA); fertilizers; pesticides; and waste products such as ashes, slag and sludge that have the potential to be released with storm water discharges.

*Site:* The land or water area where any facility or activity is physically located or conducted, including adjacent land used in connection with the facility or activity.

*Slope disturbance line:* The line which delineates relatively level building areas from areas where slopes exceed seven percent and where special precautions must be taken.

*Small quantity generator waste:* Any hazardous waste generated by a small quantity generator as defined by the US EPA.

*Solid waste:* Any garbage, rubbish, refuse and other discarded material, including solid, liquid, semisolid, or contained gaseous material, resulting from industrial, municipal, commercial, construction, mining or agricultural operations, and residential, community and institutional activities.

*Storm sewer:* A closed conduit for conveying collected storm water.

*Storm water:* Storm water runoff, snow melt runoff, and surface runoff and drainage consisting entirely of water from any form of natural precipitation, and resulting from such precipitation.

*Storm water discharge associated with industrial activity:* The discharge from any conveyance that is used for collecting and conveying storm water and that is directly related to manufacturing, processing or raw materials storage areas at an industrial plant. The term does not include discharges from facilities or activities excluded from the NPDES program. For the categories of industries identified in paragraphs (1) through (10) of this definition, the term includes, but is not limited to, storm water discharges from industrial plant yards; immediate access roads and rail lines used or traveled by carriers of raw materials, manufactured products, waste material, or by-products used or created by the facility; material handling sites; refuse sites; sites used for the application or disposal of process waste waters (as defined at 40

CFR Part 401); sites used for the storage and maintenance of material handling equipment; sites used for residual treatment, storage, or disposal; shipping and receiving areas; manufacturing buildings; storage areas (including tank farms) for raw materials, and intermediate and finished products; and areas where industrial activity has taken place in the past and significant materials remain and are exposed to storm water. For the categories of industries identified in paragraph (11) of this definition, the term includes only storm water discharges from all areas (except access roads and rail lines) listed in the previous sentence where material handling equipment or activities, raw materials, intermediate products, final products, waste materials, by-products, or industrial machinery are exposed to storm water. For the purposes of this paragraph, material handling activities include the storage, loading and unloading, transportation, or conveyance of any raw material, intermediate product, finished product, by-product or waste product. The term excludes areas located on plant lands separate from the plant's industrial activities, such as office buildings and accompanying parking lots, as long as the drainage from the excluded areas is not mixed with storm water drained from the above-described areas. Industrial facilities (including industrial facilities that are federally, state, or municipally-owned or operated that meet the description of the facilities listed in paragraphs (1) to (11) of this definition) include those facilities designated under 40 CFR § 122.26(a)(1)(v). The following categories of facilities are considered to be engaging in "industrial activity" for purposes of this subsection:

- (1) Facilities subject to storm water effluent limitations guidelines, new source performance standards, or toxic pollutant effluent standards under 40 CFR Subchapter N (except facilities with toxic pollutant effluent standards that are exempted under category (11) of this definition);
- (2) Facilities classified as Standard Industrial Classifications 24 (except 2434), 26 (except 265 and 267), 28 (except 283 and 285), 29, 311, 32 (except 323), 33, 3441, or 373;
- (3) Facilities classified as Standard Industrial Classifications 10 through 14 (mineral industry) including active or inactive mining operations (except for areas of coal mining operations no longer meeting the definition of a reclamation area under 40 CFR 434.11(l) because the performance bond issued to the facility by the appropriate SMCRA authority has been released, or except for areas of non-coal mining operations that have been released from applicable state or federal reclamation requirements after December 17, 1990) and oil and gas exploration, production, processing, or treatment operations, or transmission facilities that discharge storm water contaminated by contact with, or that has come into contact with, any overburden, raw material, intermediate products, finished products, by-products or waste products located on the site of such operations; inactive mining operations are mining sites that are not being actively mined, but that have an identifiable owner/operator;
- (4) Hazardous waste treatment, storage, or disposal facilities, including those that are operating under interim status or a permit under Subtitle C of RCRA;
- (5) Landfills, land application sites, and open dumps that have received any industrial wastes (waste that is received from any of the facilities described under this subsection) including those that are subject to regulation under Subtitle D of RCRA;
- (6) Facilities involved in the recycling of materials, including metal scrap yards, battery reclaimers, salvage yards, and automobile junkyards, including but limited to those classified as Standard Industrial Classification 5015 or 5093;
- (7) Steam electric power generating facilities, including coal handling sites;
- (8) Transportation facilities classified as Standard Industrial Classifications 40, 41, 42 (except 4221-4225), 43, 44, 45 or 5171 that have vehicle maintenance shops, equipment cleaning operations, or airport deicing operations. Only those portions of the facility that are either involved in vehicle maintenance (including vehicle rehabilitation, mechanical repairs, painting, fueling, and lubrication), equipment cleaning operations, airport deicing operations, or that are otherwise identified under paragraphs (1) to (7) or (9) to (11) of this subsection are associated with industrial activity;
- (9) Treatment works treating domestic sewage or any other sewage sludge or wastewater treatment device or system, used in the storage treatment, recycling, and reclamation of

## Item F.3.

municipal or domestic sewage, including land dedicated to the disposal of sewage sludge that are located within the confines of the facility, with a design flow of 1.0 mgd or more, or required to have an approved pretreatment program under 40 CFR Part 403. Not included are farm lands, domestic gardens or lands used for sludge management where sludge is beneficially reused and that are not physically located in the confines of the facility, or areas that are in compliance with 40 CFR Part 503;

- (10) Construction activity including clearing, grading and excavation activities that result in the disturbance of one acre or more of total land area or which result in the disturbance of less than one acre but are part of a larger common plan of development or sale of one acre or more;
- (11) Facilities under Standard Industrial Classifications 20, 21, 22, 23, 2434, 25, 265, 267, 27, 283, 285, 30, 31 (except 311), 323, 34 (except 3441), 35, 36, 37 (except 373), 38, 39, or 4221-4225 (and that are not otherwise included within categories (1) to (10) above).

*Storm water drainage system:* Any publicly or privately owned or operated surface, system, facility, structure, improvement, development, equipment, property or interest therein, or other structural or nonstructural element made, constructed, used or acquired, for the purpose of collecting, containing, storing, conveying and controlling storm water, including but not limited to storm sewers, curbs, street drains, conduits, lakes, rivers, creeks, other natural or manmade channels, pipes, culverts and detention ponds.

*Storm water management fee:* Fee levied within the boundaries of the storm water drainage system district for use in the development and daily maintenance of the city's storm water management program and the city's storm sewer system.

*Storm water management program:* Overall strategy and plan for the management of storm water drainage within the city as outlined originally in the city's notice of intent dated March 2003.

*Storm water pollution prevention plan (SWPPP):* A document that describes the Best Management Practices to be implemented at a site, to prevent or reduce the discharge of pollutants.

*Storm water runoff:* That portion of rainfall that drains into the storm sewer drainage system.

*Stream:* Any river, creek, brook, branch, flowage, ravine, or natural or man-made drainage way which has a definite bed and banks or shoreline, in or into which surface or groundwater flows, either perennially or intermittently.

*Stripping:* Any activity which removes the vegetative surface cover, including trees, by spraying or clearing, and storage or removal of topsoil.

*Subdivision development:* Includes activities associated with the platting of any parcel of land into two or more lots and includes all construction activity taking place thereon.

*Surface water:* Water bodies and any water temporarily residing on the surface of the ground, including oceans, lakes, reservoirs, rivers, ponds, streams, puddles, channelized flow and runoff.

*Ten-year event:* A runoff, rainfall, or flood event having a ten percent probability of being equaled or exceeded in any given year. Twenty-four-hour storm duration is assumed unless otherwise noted.

*Time of concentration:* The elapsed time for storm water to flow from the most hydraulically remote point in a drainage basin to a particular point of interest in that watershed.

*Tributary watershed:* All of the land surface area that contributes runoff to a given point.

*Two-year event:* A runoff, rainfall, or flood event having two percent probability of being equaled or exceeded in any given year. Twenty-four-hour storm duration is assumed unless otherwise noted.

*Uncontaminated:* Not containing harmful quantities of pollutants.

*Used motor oil (or used oil):* Any oil that as a result of use, storage, or handling, has become unsuitable for its original purpose because of impurities or the loss of original properties.

*Used oil:* See Used Motor Oil.



*Utility agency:* Private utility companies, city departments, or contractors working for private utility companies or city departments, engaged in the construction or maintenance of utility distribution lines and services, including water, sanitary sewer, storm sewer, electric, gas, telephone, television and communication services.

*Vacant:* Land on which there are no structures or only structures which are secondary to the use or maintenance of the land itself.

*Waste water:* Any water or other liquid, other than uncontaminated storm water, discharged from a facility.

*Water quality standard:* The designation of a body or segment of surface water in the State for desirable uses and the narrative and numerical criteria deemed by state or federal regulatory standards to be necessary to protect those uses.

*Waters of the state:* Any river, stream, lake, pond, marsh, watercourse, waterway, well, spring, reservoir, aquifer, irrigation system, drainage system and any other body or accumulation of water, surface or underground, natural or artificial, public or private, which are contained within, flow through or border upon the state or any portion thereof, but not including any waters of the United States.

*Waters of the United States:* All waters which are currently used, were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters which are subject to the ebb and flow of the tide; all interstate waters, including interstate wetlands; all other waters the use, degradation, or destruction of which would affect or could affect interstate or foreign commerce; all impoundments of waters otherwise defined as waters of the United States under this definition; all tributaries of waters identified in this definition; all wetlands adjacent to waters identified in this definition; and any waters within the federal definition of "Waters of the United States" at 40 CFR Section 122.2; but not including any waste treatment systems treatment ponds, or lagoons designed to meet the requirements of the Federal Clean Water Act.

*Watershed:* All land area drained by, or contributing water to, the same channel, lake, marsh, storm water facility, groundwater or area of depression.

*Wet basin:* A detention basin designed to maintain a permanent pool of water after the temporary storage of storm water runoff.

*Wetlands:* Those areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas. For general, but not inclusive locations of designated wetlands refer to mapping prepared jointly by the U.S. Department of Interior and the U.S. Fish and Wildlife Service.

*Yard waste:* Leaves, grass clippings, tree limbs, brush, soil, rocks or debris that result from landscaping, gardening, yard maintenance or land clearing operations.

## **Sec. 27-115. - Purpose, intent and objectives.**

- (a) The purpose of this article and other ordinances adopted under this chapter is to address mandates of the federal government, including but not limited to the Clean Water Act and National Pollutant Discharge Elimination System (NPDES) Phase II permit regulations regarding the desired reduction of pollution in storm water runoff.
- (b) The intent of this article and other ordinances adopted under this chapter is to establish policies to comprehensively manage and reduce the potential for storm water runoff pollution in a safe and economical manner within the city, for the purpose of promoting the health, safety and general welfare of the population, and for the protection of property. This article is also intended to provide for the study of, design, operation, construction, equipping, and maintenance of the storm water drainage system within the city limits.
- (c) Following are objectives of the storm water management program:

## Item F.3.

- (1) To maintain and improve the quality of water impacted by the storm drainage system of the city,
- (2) Maintain emergency vehicle movement during storm or flood events,
- (3) Protect, maintain and enhance the environment of the city, and the short-term and long-term public health, safety, and general welfare of the citizens of the city,
- (4) Reduce pollutant discharge to the city's storm sewer system from construction sites, as well as the discharge of pollutants from industrial, commercial and residential areas of the city,
- (5) Preserve the value of existing buildings and other assets by developing infrastructure that will assist in the reduction of storm event related losses,
- (6) Assure that new developments and redevelopments do not increase flood or drainage potential or create unstable conditions susceptible to erosion,
- (7) Facilitate compliance of construction site permits with regard to state and federal standards,
- (8) Preserve the city's watercourses in good condition,
- (9) Address and minimize obstruction of the city's watercourses,
- (10) Enhance urban water resource management techniques, including both the reduction of pollution, and the enhancement of the urban environment, required by the NPDES permit and such other regulations of the city, state and federal government,
- (11) Maintain temporary and permanent public storm water storage facilities within the city in good operational condition.
- (12) Promote public awareness of the impact of improper discharge of garbage, hazardous substances and sediment to the storm water drainage system,
- (13) Encourage the recycling and proper disposal of household hazardous wastes, and
- (14) Maintain and improve the quality of the community water into which the storm water outfalls flow, including, without limitation, the lakes, rivers, streams, ponds, wetlands, sinkholes, and groundwater of the city, waters of the state and waters of the United States.

### **Sec. 27-116. - Duties and authority of the city engineer in general.**

- (a) The city engineer, or designated representative, shall exercise all lawful powers necessary and appropriate to administer the storm water management program. The duties and authority herein described are in addition to other applicable legal duties and authority. The duties and authority of the city engineer, or designated representative, shall include, but are not limited to:
  - (1) Administration of the regulations contained in the NPDES permit and in this chapter of the Code,
  - (2) Development and administration of all phases of a comprehensive storm water management program, including, establishing, studying, planning, designing, developing, acquiring land for, constructing, administering, operating, improving, maintaining, and reconstructing the city's storm sewer system as necessary,
  - (3) Administration of the accounting, budgeting, record-keeping and support personnel necessary for the efficient operation of the storm water management program,
  - (4) Development of educational materials to increase public awareness that would improve the public's knowledge and reduce the introduction of pollution to the storm water drainage system by the general public,
  - (5) Coordinate enforcement of the regulations contained in this article and other ordinances adopted under this chapter with other city departments,

- (6) Seek the cooperation of counties and municipalities in communities adjacent to the city with the goal of reducing storm water drainage system flooding,
- (7) Cooperate with other affected political jurisdictions in preparing and implementing master drainage plans,
- (8) Provide an exchange of information between the public and city employees on flooding areas and storm water drainage problems within the city,
- (9) Perform studies and evaluation required to establish, maintain and/or modify the storm water management program,
- (10) Require the preservation and enhancement of certain natural environmental features,
- (11) Require submittal of appropriate federal, state and local permitting to perform work within the city limits,
- (12) Review the installation of drainage improvements in new developments and in redevelopments,
- (13) Administration of a program to periodically review erosion control features placed within new construction sites,
- (14) Administration of a program to periodically review erosion control features placed during initial construction to ensure that they remain in good condition and are not removed without proper authorization,
- (15) Recommend to the city council the establishment, and periodic adjustment of, storm water management fees,
- (16) Review and recommend modification to the collection procedure for storm water management fees,
- (17) Hear and consider challenges to the application of this article, the application of other ordinances adopted under this chapter, and the calculation of storm water management fees, and
- (18) Recommend to the mayor and the city council policies for establishing additional storm water drainage services, preserving or expanding existing services and making changes in service for the benefit of the city.

**Sec. 27-117. - City council discretion to provide for, and approve improvements to, the storm water drainage system.**

- (a) Determination of storm water services to be provided by the city, and construction of storm water facilities and improvements to the storm water drainage system, shall be made at the sole discretion of the city council.
- (b) The city engineer, or designated representative, shall recommend storm water services to be provided by the city, and construction of the storm water facilities and improvements to the storm water drainage system, to the city council based upon engineering analysis, taking into consideration frequency of flooding events, potential loss of life, potential property damage, effect upon the general public and other factors affecting the purpose of this chapter.

**Sec. 27-118. - Storm water management authority.**

- (a) All areas within the city limits of the city are hereby declared and designated as a storm water drainage system district within the meaning and intent of, and for the purposes authorized by, § 384.84 of the Code of Iowa. Said district shall be governed by a storm water management authority.
- (b) In furtherance of the purposes for which a storm water drainage system district is authorized, and to protect and promote the public health, safety, welfare, and convenience of the city and its citizens, charges shall be levied upon and collected from the owners of all real estate that discharges storm

## Item F.3.

water, directly or indirectly, to the storm water drainage system. The proceeds of such charges shall be deposited in a storm water management enterprise fund and used for purposes authorized by this article.

- (c) The city council shall be the governing body of the storm water management authority, and the authority shall be under the direction, management and control of the city engineer. The city engineer shall oversee the daily operation of the storm water management authority, shall enforce the provisions of this article and all other ordinances adopted under this chapter, and shall carry out the policy directives of the city council acting in its role as governing body of the storm water management authority.

### **Sec. 27-119. - Storm water management enterprise fund.**

- (a) A storm water management enterprise fund shall be established and maintained for the purpose of identifying, receiving and controlling all revenues and expenses attributable to the city's storm water management program, and to meet applicable local, state and federal regulations, including, but not limited to, the city's NPDES permit requirements. Storm water charges, loans, grants or funds received for the administration, operation, construction and improvement of the city storm water drainage system and facilities and the city's storm water management program shall be deposited in such fund.
- (b) The following expenditures shall be acceptable uses of storm water management enterprise funds:
  - (1) NPDES permit fees,
  - (2) Development of public outreach and education materials,
  - (3) Costs associated with public involvement and participation related to the storm water management program,
  - (4) Storm water policy development assistance,
  - (5) Illicit discharge detection and elimination procedures, equipment, testing, and investigation,
  - (6) Water collection and sampling fees and related equipment,
  - (7) Planning, design, engineering, construction, maintenance, operation, and improvement of drainage services, facilities and structures, which shall include but are not limited to conduits, drains, manholes, storm water detention devices, flow impediments, ponds, ditches, sloughs, streams, filter strips, rip-raps, and erosion control devices,
  - (8) Construction site and post-construction site inspection costs,
  - (9) Staff time related to the storm water management program,
  - (10) Employee training, and
  - (11) Consulting fees related to the storm water management program and construction of storm water related projects.
- (c) Additional expenditures and disbursements from the storm water management enterprise fund shall be at the direction and discretion of the city engineer, or designated representative, with approval of the city council.

### **Sec. 27-120. - Establishment of storm water management fee.**

- (a) *Monthly fee.* Subject to the exemptions provided for in section 27-121, each owner or tenant of property within the city shall pay to the city a monthly storm water management fee, as follows:
  - (1) *Residential property* . Each single-unit residential dwelling shall be assessed a fee in accordance with the following table:

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Effective Date of Rate	Rate
July 1, 2006	\$3.00 per month
July 1, 2018	\$3.15 per month
July 1, 2019	\$3.31 per month
July 1, 2020	\$3.48 per month
July 1, 2021	\$3.65 per month

For every two-unit and multi-unit residential property, a fee in accordance with the following table shall be assessed to each individual dwelling unit located on said property:

Effective Date of Rate	Rate
July 1, 2006	\$3.00 per month
July 1, 2018	\$3.15 per month
July 1, 2019	\$3.31 per month
July 1, 2020	\$3.48 per month
July 1, 2021	\$3.65 per month

- (2) *Commercial, industrial, institutional or other non-residential property* . Each commercial, industrial, institutional or other non-residential property shall be assessed a base fee in accordance with the following table, plus an additional fee in accordance with the following table for the first 10,000 square feet, or any part thereof, of impervious surface (as such term is defined in section 27-114(55) of this article), and a fee in accordance with the following table for each additional 10,000 square feet, or any part thereof, of impervious surface, located on the property.

Effective Date of Rate	Base Rate	1 <sup>st</sup> 10,000 sq. ft of impervious area	Each additional 10,000 sq. ft of impervious area
July 1, 2006	\$3.00 per month	\$5.00 per month	\$5.00 per month
July 1, 2018	\$3.15 per month	\$5.25 per month	\$5.25 per month
July 1, 2019	\$3.31 per month	\$5.51 per month	\$5.51 per month
July 1, 2020	\$3.48 per month	\$5.79 per month	\$5.79 per month
July 1, 2021	\$3.65 per month	\$6.08 per month	\$6.08 per month

- (3) *Mixed uses* . For each property which has mixed residential, commercial, industrial, institutional or other non-residential uses located on the same property, the residential portions shall be assessed the residential rate, and the commercial, industrial, institutional or other non-residential portions shall be assessed the commercial, industrial, institutional or other non-residential rate, as set forth in this subsection.
- (b) *Effective date* . Storm water management fees shall be assessed beginning on July 1, 2006, and shall be billed and paid on a monthly basis.

## Item F.3.

- (c) *Inclusion of state sales tax.* State sales tax is computed and included in the rates set forth in this section.
- (d) *Billing adjustments.* Billing adjustments may be made for any residential, commercial, industrial, institutional or other non-residential user that can demonstrate to the city engineer that storm water from that owner's property does not directly or indirectly enter the MS4 of the city.
- (e) *Payment.* All storm water management fees required to be paid by this section shall be paid at the same time the payment for city water service is made, or on the first day of the month for those users of sewer service who do not use city water service, or for those property owners whose property is served by neither city water nor city sewer service. All required payments are to be made at the office of the municipal utilities. Amounts collected shall be deposited in the storm water management enterprise fund for use as authorized by this article.
- (f) *Periodic review .* The storm water management fees provided for in this section shall be reviewed by the city council at least annually, and shall be revised as necessary to ensure that such fees generate sufficient revenues to pay all costs and expenses of operation and maintenance of the city's storm water management program created under this article, including capital improvements, debt service and including but not limited to those expenditures described in section 27-119(b), and to ensure that such costs are properly apportioned among the users and classes of users identified in this section.
- (g) *Reduction for low-income households.* The owner or occupant of every household unit which meets the low-income requirement, as set by the U.S. Government, contained in the Section 8 Housing Assistance Program of the city, may apply annually to the director of community development for, and be granted, a 50 percent reduction in the monthly storm water management fee.

### **Sec. 27-121. - Storm water management fee exemptions.**

Storm water management fees shall not be imposed on the following types of property:

- (1) City, county, state and federal roads, bridges, highways, streets, rights-of-way, sidewalks, pathways, parks and open spaces.
- (2) Agricultural use property, and any undeveloped property that has no impervious surface located within the boundaries of the property.

### **Sec. 27-122. - Collection of storm water management fees.**

- (a) The office of the municipal utilities is hereby authorized and directed to render and collect storm water management fees in accordance with the fees established in this article. Storm water management fees shall be collected with the property owner's regular municipal utilities bill, and shall be shown as a separate item on the bill.
- (b) The city shall have a lien upon the property served by the city storm water utility established by this article, for all delinquent fees, in accordance with Iowa Code § 384.84. Prior written notice of intent to certify a lien shall be given to the account holder of the delinquent account at least 30 days prior to certification. If the account holder is a tenant, and if the owner or landlord of the property has made a written request for notice, the notice shall also be given to the owner or landlord. The notice shall be sent to the appropriate persons by ordinary mail not less than 30 days prior to the certification of the lien to the county treasurer. After compliance with the foregoing provisions, the city clerk shall certify for taxation purposes and for the purpose of establishing the property lien to the county treasurer all delinquent storm water management fees, together with an administrative expense of \$5.00. The lien shall not be certified to the county treasurer for a delinquent charge of less than \$5.00. For the purpose of the certification and for no other purpose whatsoever, storm water management fees shall be designated as delinquent when the payments are shown and appear on the books carrying such fee payments to have been unpaid for a period of six months following their due date.
- (c) In the event that any person, firm or corporation shall tender as payment of water, sewer, refuse and storm water management fees an amount insufficient to pay in full all of the charges so billed, payment shall be credited proportionately among all charges.

(d) The provision for collection of fees provided herein shall be in addition to any rights or remedies that the city may have under the laws of the State of Iowa or this Code.

**Sec. 27-123. - Appeal or adjustment of storm water management fee.**

(a) Any user who considers storm water management fees to be inaccurate or erroneous may request review thereof by the city engineer, or designated representative.

(b) The determination of the city engineer, or designated representative, shall be in writing and may be appealed to the city council by written notice of appeal stating the reason and basis for the appeal. The appeal shall be filed with the city engineer, or designated representative, and the city clerk within 30 days of the date of notice of the determination of the city engineer, or designated representative. Hearing on the appeal before the city council, or a designated committee of the city council, shall take place within 30 days from the date of the notice of appeal was filed with the city clerk. The decision of the city council or its designated committee, shall be considered final.

**Sec. 27-124. - Severability.**

The provisions of this article are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this article or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or applications of this article.

**Secs. 27-125—27-200. - Reserved.**

INTRODUCED: \_\_\_\_\_ May 7, 2018 \_\_\_\_\_

PASSED 1<sup>st</sup> CONSIDERATION: \_\_\_\_\_ May 7, 2018 \_\_\_\_\_

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

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

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

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

ATTEST:

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







MAYOR JIM BROWN

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

**MEMORANDUM**  
Office of the Mayor

**TO:** City Council  
**FROM:** Mayor Jim Brown  
**DATE:** May 18, 2018  
**SUBJECT:** Appointment and Reappointments

I am recommending the following appointment and reappointments:

<b>Name:</b>	<b>Board/Commission:</b>	<b>Term Ending:</b>
Katy Susong	Board of Appeals (replaces Jamie Castle)	Indefinite
Phyllis Carter	Community Center & Senior Services Board (reappointment)	06/30/2021
Betty Danielson	Community Center & Senior Services Board (reappointment)	06/30/2021
Clare Struck	Parks & Recreation Commission (reappointment)	06/30/2021
Mary Carlson	Visitors & Tourism Board (reappointment)	07/01/2021
Annie Gougler	Visitors & Tourism Board (reappointment)	07/01/2021
Leslie Prideaux	Visitors & Tourism Board (reappointment)	07/01/2021



CITY OF CEDAR FALLS, IOWA

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

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

Name: Katherine (Katy) C. Susong Gender: Fem. Date: May 10, 2018
Home Address: 5714 Arbors Drive, Cedar Falls, IA 50613 Phone: 319.830.8635
Work Address: 531 Commercial Street, #700, Waterloo, IA 50701 Phone: 319.232.5400
Email Address: ksusong@cardinalconst.com Cell: 319.830.6385
Employer: Cardinal Construction, Inc. Position/Occupation: Executive VP/ COO
If Cedar Falls resident, length of residency: 9 months Ward: 2
NOMINEE FOR: Board of Appeals Board/Commission

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

Please see attached sheet. Thank you.

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

2004 - Bachelor of Arts in Organizational Communication/ Minor in Marketing, University of Northern Iowa.

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

I've lived in the Cedar Valley my entire life, and would like the opportunity to serve my Cedar Falls community in a capacity that is helpful. I believe my knowledge and experience would be a good fit for the Board of Appeals.

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

No.

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

# Item G.1.a.

## City of Cedar Falls

### BOARD OF APPEALS Nominee's Questionnaire

1. Please explain why or why not you believe the City's two "building codes", the International Residential Code and the International Building Code, protect the health and safety of the general public.

*Both codes are widely recognized, supported and utilized by designers, engineers, contractors and building officials; and are routinely scrutinized to ensure they protect the health, safety and welfare of the general public.*

2. Construction work being completed in Cedar Falls generally requires a permit and follow-up inspections. Do you believe this standard is appropriate or not? Please comment.

*I believe the standard is appropriate to ensure the City is aware of construction projects are occurring, and consequently, that they've been performed correctly with regard to applicable codes and regulations.*

3. How much flexibility should be given to City inspectors when completing building inspections to ensure that construction is being performed in accordance with approved plans?


*The Codes are designed to allow for some flexibility on the part of City Inspectors. I would anticipate inspectors to stay within the guidelines established by the two building codes the City recognizes as standards.*

4. How do you feel about homeowners performing construction work in their own residences?

*I think it's inevitably going to happen, and that's why it's important to have the appropriate policies/processes in place to ensure construction is performed correctly and safely for current and future homeowners.*

5. Are you familiar with the International Residential Code and the International Building Code? Please comment on your general attitude regarding these Codes.

*I am familiar with their content and purpose, and would know how to locate pertinent information within Codes. I believe they're widely recognized and used, and my general attitude would be that they're a good resource to ensure design and installation standards are met.*

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
May 10, 2018  
Date

**Volunteer Positions**Master Builders of Iowa

- Board of Directors, Board Member, February 2015-February 2016

Construction Safety Services of Iowa (CSSI)

- Vice Chairperson, April 2018-Present
- Board Secretary and Treasurer, April 2017-March 2018
- Board of Directors, Founding Board Member, April 2017-Present

Boys and Girls Clubs of the Cedar Valley

- Board Member, August 2015-Present
- First Vice President, August 2016 – Present
- Capital Campaign, Building Committee Co-Chairperson, 2017-Present

Junior League of Waterloo-Cedar Falls

Junior League is a women's organization dedicated to promoting volunteerism through the effective action and leadership of trained volunteers. During my seven years of active membership, I served in a variety of leadership roles. In 2012-2013, I served as President of our local chapter. As President, I sought to increase member engagement, and improve our organizational image, through strategic management of our four council leaders and their committees. Councils included: Marketing, Fund Development, Community Impact and Membership. Other leadership roles within Junior League included:

- 80<sup>th</sup> Anniversary Charity Ball, Sustainer Ad-Hoc Planning Committee, Sept 2017 -Dec 2017
- Sustaining Member, 2013-Present
- New Member Education Chairperson, 2013
- President-Elect, 2011
- Meetings and Education Chairperson, 2010
- Vice President of Fund Development, 2009
- Assistant Vice President of Fund Development, 2008

Community Foundation of Northeast Iowa

- Grant Distribution Committee Member, 2013-2015

Prairie Lakes Church

- First Impressions Team Member, Greeter, 2014-2016
- Wee Kids Classroom Volunteer, 2012-2013

Waterloo Center for the Arts (2007-2012)

- Waterloo Center for the Arts, Past Marketing Committee Member
- City of Waterloo Cultural and Arts Commissioner, Past Commissioner

## **Item G.1.a.**

- Friends of the Arts Center, Past Board President

CITY OF CEDAR FALLS, IOWA

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

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

Name: Phyllis Jean Carter Gender: F Date: 5-15-18
Home Address: 3523 McClain Dr. Phone: 319-266-3084
Work Address: Phone:
Email Address: pcarter@cfu.net Cell:
Employer: Retired Position/Occupation:
If Cedar Falls resident, length of residency: 63 yrs. Ward: 5
NOMINEE FOR: Community Center Board/Commission

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

CF Historical Soc - Board - Volunteer Cedar Falls Tourism - Volunteer
Comm Main St - Development Comm. - Volunteer Community Center - Board
Nazareth Lutheran - Volunteer - CF Schools - Volunteer & Employee for 32 yrs

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

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

Have served two terms and am familiar with.

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

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

**Item G.1.a.**

City of Cedar Falls

COMMUNITY CENTER AND SENIOR SERVICES BOARD  
Nominee's Questionnaire

1. Are you familiar with the facilities and services provided at the Community Center and do you have any specific areas that interest you? (Explain) *yes*

2. The Board is advisory in nature. What do you see your role will be if appointed?

*To keep up to date on the needs or problems and try to make the best decisions regarding.*

3. Are there any changes in the programs and services that you are interested in pursuing?

*No*

4. Generating revenue from facility rentals, fundraising, and events is important to the Community Center operation. Do you feel you can help in this area? (Explain)

*yes - Make it known to the public what is available.*

5. What experience do you have with boards of other organizations? If yes, how do you see this experience benefiting the Community Center?

*yes - My knowledge of the city.*

*Theresa Carter*  
\_\_\_\_\_  
Signature

*5-15-18*  
\_\_\_\_\_  
Date



CITY OF CEDAR FALLS, IOWA

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

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

Name: Betty S Danielson Gender: F Date: 05-09-2018
Home Address: 820 W 9th Street Phone: 319-277-8616
Work Address: NA Phone:
Email Address: betty.sue@cfu.net Cell: 319-230-4446
Employer: NA retired Position/Occupation: NA RN
If Cedar Falls resident, length of residency: 54 yrs Ward: 2
NOMINEE FOR: Community Center Senior Services Board/Commission

COMMUNITY INVOLVEMENT: Please describe your present and past community involvement including voluntary, social, city, church, school, business and professional that are applicable. (Include dates of involvement, and any offices or leadership positions held.)
Member of Community Center Senior Services Board since Oct 2005 and served as chairperson many of those years. Served on Overman Park Neighborhood board

SPECIAL QUALIFICATIONS: Please list any special qualifications for serving on a board, including skills, training, licenses and certificates that are applicable.
Retired Registered nurse - worked in long term care Senior Services leadership-organizer- Bachelor Science in healtharts - Pre MBA Program

List reasons why you would like to be appointed and what contributions you believe you can make.
As long term member of Community Center provide continuity

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

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

**Item G.1.a.**

City of Cedar Falls

COMMUNITY CENTER AND SENIOR SERVICES BOARD  
Nominee's Questionnaire

1. Are you familiar with the facilities and services provided at the Community Center and do you have any specific areas that interest you? (Explain) *yes no specific areas*
  
2. The Board is advisory in nature. What do you see your role will be if appointed?  
*listening - offering guidance from past experiences*
  
3. Are there any changes in the programs and services that you are interested in pursuing?  
*none at the moment.*
  
4. Generating revenue from facility rentals, fundraising, and events is important to the Community Center operation. Do you feel you can help in this area? (Explain)
  
  
  
  
  
  
  
  
  
  
5. What experience do you have with boards of other organizations? If yes, how do you see this experience benefiting the Community Center?  
*12 years 5 months serving on Community center board  
chair person many years (2 months off board due to surgery)  
guidance - knowledge of past issues*

Betty S. Danielson  
Signature

05-12-2018  
Date



**Mrs. Betty Danielson**

I know it is difficult to find people to serve and am willing to stay on board unless you have an abundance of new volunteers and will be happy to allow them their turn.

Betty





**COMMITTEE OF THE WHOLE**

City Hall – Council Chambers

May 7, 2018

The Committee of the Whole met in the Council Chambers at 5:55 p.m. on May 7, 2018, with the following Committee persons in attendance: Mayor Jim Brown, Tom Blanford, Frank Darrah, Susan deBuhr, Rob Green, Daryl Kruse, Mark Miller, and David Wieland. Staff members attended from all City Departments. Tom Nelson with the Waterloo Courier and other members of the community attended.

Mayor Brown called the meeting to order and introduced the first item on the agenda of Public Safety Awards. Jeff Olson, Director of Public Safety Services/Police Chief presented the following awards to individuals in the Public Safety Department. He thanked the Mayor and Council for their direction and support this past year. He thanked the Public Safety team and stated the city benefits greatly from their hard work and dedication and this can be seen in the low crime rate and low fire rate.

- Police Officer of the Year Jovan Creighton
- Firefighter of the Year Jason Campbell
- R.J. Voss Management Excellence Award - Police Supervisor of the Year Kelli Yates
- Fire Supervisor of the Year Fire Battalion Chief Roger Stensland
- Conger Police Reserve Officer of the Year Matt Buck
- Reserve Firefighter of the Year Jason Dolf
- Award of Excellence to Police Officer Dan Brown
- Award of Excellence to Fire Captain Derek Brown
- Award of Excellence to Public Safety Officer Mike Haislet
- Award of Excellence to Fire Captain Bobby Wright
- Award of Excellence to Public Safety Officer Kari Rea
- Award of Excellence to Fire Captain Rob Inouye
- Award of Excellence to Public Safety Officer Brian Johannsen
- Award of Excellence to Public Safety Officer Mike Marcotte
- Award of Excellence to Community Service Officer II Sam Zobel

Mayor Brown introduced the second item on the agenda University Avenue Update. Stephanie Houk Sheetz, Director of Community Development, stated Phase I was completed in 2017, Phase II has a two year construction season, 2017 and 2018, and Phase III will be constructed in 2018. She stated the plan is for all phases to be complete by November 2018. Jon Resler, City Engineer reviewed the current construction taking place in Phase II. He stated this phase is 65% complete and on

## **Item G.1.b.**

target for completion in November 2018. He reviewed Phase III construction and stated construction will take place in two stages. Stage 1 is currently taking place on the North side and should be finished in July and stage 2 of construction will be on the south side from July – October. He stated there is an incentive/disincentive for Phase III; stage 1 has a target date of July 14, and stage 2 of October 26. Mr. Resler stated Phase III is 15% complete. Ms. Sheetz updated the Council on the budget for University Avenue project. A brief discussion was held.

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

There being no further discussion Mayor Brown adjourned the meeting at 6:24 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer



## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

**MEMORANDUM**  
*Engineering Division*

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

**FROM:** Chase Schrage, CIP Projects Supervisor

**DATE:** May 16, 2018

**RE:** Center Street Recreational Trail Project  
 Project No. RT-000-3107  
 Iowa DOT Project No. TAP-U-1185(651)—8I-07  
 Bid Opening Approval

On May 15<sup>th</sup>, 2018 at 10:00 a.m., bids were received and opened by the Iowa Department of Transportation for the Center Street Recreational Trail Project. A total of 5 bids were received, with K. Cunningham Construction Inc. submitting the apparent low bid:

	<i>Bid Total</i>
<b>K. Cunningham Construction, Inc.</b>	<b>\$457,535.03</b>
<b>Lodge Construction, Inc.</b>	<b>\$499,525.10</b>
<b>Vieth Construction Corporation</b>	<b>\$510,820.27</b>
<b>Midwest Concrete, Inc.</b>	<b>\$575,718.80</b>
<b>Peterson Contractors Inc.</b>	<b>\$596.154.70</b>

The Engineer's Estimate for this project was originally \$531,283.67. K. Cunningham Construction Inc. bid of \$457,535.03 is 13.8% below the Engineer's Estimate.

We recommend acceptance of the apparent low bid from K. Cunningham Construction Inc. in the amount of \$457,535.03 subject to the recommendation of the Iowa Department of Transportation. On June 4, 2018, the Contract, Bond and Insurance Certificate will be submitted for City Council approval.

If you have any questions or comments feel free to contact me.

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





# Apparent Bids for Proposal 07-1185-651

PCC SIDEWALK/TRAIL

**Letting ID:** 18/05/15  
**Cut-Off Time:** 10:00:59 AM

Bidder Name	DBE	Bid Amount
CUNNINGHAM, K. CONSTRUCTION CO., INC.	1.99%	\$457,535.03
LODGE CONSTRUCTION INC.	2.15%	\$499,525.10
VIETH CONSTRUCTION CORPORATION	2.00%	\$510,820.27
MIDWEST CONCRETE, INC.	2.86%	\$575,718.80
PETERSON CONTRACTORS INC.	2.01%	\$596,154.70

- 111 -  
(5 Apparent Bids)





**DEPARTMENT OF COMMUNITY DEVELOPMENT**

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

**MEMORANDUM**  
*Engineering Division*

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

**FROM:** Matthew Tolan, EI, Civil Engineer II

**DATE:** May 17, 2018

**SUBJECT:** 2018 Public Sidewalk & Pedestrian Trail Improvement Project  
SW-000-3148  
Request for PS&E Approval

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the 2018 Public Sidewalk & Pedestrian Trail Improvement Project.

I would recommend setting Monday, June 4, 2018 at 7:00 p.m. as the date and time for the public hearing on this project and Tuesday, June 12, 2018 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 May 25, 2018. It is anticipated that the Plans and Specifications will be ready for distribution to contractors on May 25, 2018 allowing more than two (2) weeks of review before contract letting.

This project involves the repair of deficient sidewalk and trails on City property, and also will provide sidewalk and trail infills around the City where none currently exist.

The total estimated cost of the 2018 Public Sidewalk & Pedestrian Trail Improvement Project is \$132,429.38. The funding for the project will be provided by the GO Bonds and Hotel/Motel Tax funds.

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

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





**DEPARTMENT OF PUBLIC SAFETY SERVICES**

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

319-273-8612

**MEMORANDUM**

---

**To:** Mayor Brown and City Councilmembers  
**From:** Jeff Olson, Public Safety Services Director/Chief of Police  
**Date:** May 10, 2018  
**Re:** Special Event Related Requests

---

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

- (1) Street closure, College Street (College Hill Farmers Market Kickoff Event), June 7, 2018 (with an alternate date of June 14, 2018).
- (2) Street closure, East 10<sup>th</sup> Street (Radiance Chiropractic Grand Opening Block Party), June 8, 2018.
- (3) Parking variances, College Hill Arts Festival, June 15-16, 2018.
- (4) Street closures & parking variances, Gran Fondo Cedar Valley Bike Ride & FondoFest, August 18, 2018.





# MEMORANDUM

## CEDAR FALLS POLICE DEPARTMENT

REVISED: 12-03-2003

DATE: 4/27/18

TO: Asst. Chief Berte

FROM: Capt. Harrenstein

SUBJECT: Road Closure Request

APPROVED  
*[Handwritten signature]*

College Hill Partnership is requesting and I am recommending approval for a road closure on June 7<sup>th</sup>, 2018. The road closure will be for the 2200 block of College Street between the hours of 2:30-8:30 PM. An alternate date of June 14<sup>th</sup> is requested if weather is in climate on the 7<sup>th</sup>.

Barricades will need to be delivered by PW prior to the event and picked up afterward. College Hill Partnership requests that barricades be placed near 22<sup>nd</sup> and College that would allow traffic to enter G Lot off of College St.

Kathryn Sogard with College Hill Partnership was advised to contact City Hall the Wednesday before her event to ensure payment is made for the barricade delivery. See attached forms for more information.

Capt. Jeff Harrenstein

## Item G.1.e.



April 3 2018

To whom it may concern:

The College Hill Partnership Requests to have College Street from W 22nd Street to West 23rd Street on June 7th 2018. We would also like to request a backup date for June 14th, if there is incimate weather on the 7th.

**Date of road closure requested:** June 7th 2018 (or June 14th 2018)

**Event being held:** College Hill Farmers Market Kick Off Event. College Hill Partnership assisting AmeriCorps and the College Hill Farmers Market Host a Farmers Market Kick off Event. Farmers market will be held on College Hill this week. Local artists will also be brought in to create designs on rain barrels which will be auctioned off by AmeriCorps to support upcoming water projects in the local area. There will not be any alcohol served in closure area. Event will be held from 3pm-8pm.

**Purpose of Event:** Kick off the 2018 Farmers Market Season, and help promote Rain Barrel project coordinated by AmeriCorps.

**Location of Road closure:** College Street from W 23rd Street To W 22nd Street (see map attached)

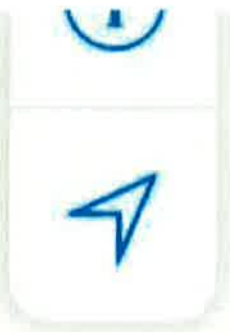
Local business managers/owners have been informed about the event via an email and have been encouraged to participate by hosting a rain barrel outside of their business during the auction. The Hill businesses will also be contacted about the opportunity to run specials during this time to encourage business to shop and eat on the Hill during the event. There will no intersections being blocked and cars would not be permitted between the area of College Street being requested to close.

**Request times to close street:** College Street from 23rd Street to 22nd Street: 2:30pm-8:30pm June 7th 2018.

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

Kathryn Sogard





W 22nd



Hill Street  
Tobacco

Mohair Pear

Razors Edge  
Hairstyling

Sidecar Coffee

Western Union

Sharky's  
Fun House

Chad's Pizza &  
Restaurant

Limited  
Edition Comics



College St

Insomnia Cookies

Social Hou

Little Bigs

College Hill  
Barber Sho

Sub City

The Library

W 23rd





# MEMORANDUM

## CEDAR FALLS POLICE DEPARTMENT

REVISED: 12-03-2003

DATE: 05/08/2018

TO: Director Olson

FROM: Captain Sitzmann

SUBJECT: Block Party Request

Director Olson,

Abby Welsh is requesting approval for a block party in the 100 block of E 10<sup>th</sup> St on Friday, June 8<sup>th</sup> from 4:00 pm until 8:00 pm. The purpose of the block party is a Grand Opening for Radiance Chiropractic located at 1004 Main St. Abby Welsh is the owner of the business and anticipates an attendance of approximately 100 people. Arrangements have been made to properly block off the street and those attending will park at the nearby 1<sup>st</sup> Presbyterian Church. I recommend approval of the attached request. The closure of this street will cause little to no traffic problem and Ms. Welsh will be in contact with all residents in the area. The closure will provide safety for all of those who attend the grand opening.

Approved



# REQUEST TRACKER

[VIEW SITE](#)

STATISTICS MAIN USERS

[BACK](#)

## Block Party Request

NEW #1742

Category:

Request Type:

Priority:

Assigned To:

Last Modified: 5/4/2018  
 Submitted: 5/4/2018  
 Source: Online Form  
 24.149.9.186

**SUBMITTER**  
**Abby Welsh**  
 1004 Main St  
 Cedar Falls, IA 50613

**CONTACT**  
 dr\_abby@hitchinschiro.com  
 608-769-3772

- [ADD COMMENT](#)
- [PRINT WORK ORDER](#)
- [PRINT HISTORY](#)
- [CLOSE REQUEST](#)

CC Email List



### REQUEST DETAILS

▼ Hide Additional Details

Request for street closure for a block party.

Name  
Abby Welsh

House Number  
1004

Street Name  
Main St

City  
Cedar Falls

State  
IA

Zip Code  
50613

Contact E-Mail address  
dr\_abby@hitchinschiro.com

Contact Phone Number (XXX)XXX-XXXX  
608-769-3772

Block Party Date

*June 8  
Friday  
4-7*

### Associated Requests

[ASSOCIATE](#)



HOME PAGE



DASHBOARD



MODULES

06/08/2018



Block Party Time

4-8

Which street and block number (Example: 400 block of West 2nd St)  
10th St between main and state

Number of people expected  
100

Noise expectations  
Possible music

Additional comments or questions

We would like to do a grand opening for our business with proceeds going to the foodbank. It will be a free cimmunity event that we encourage families to attend, and we feel it would be safer for families if they didn't have to worry about crossing traffic from the first Presbyterian church parking lot to our office.

HISTORY TRAIL

Mike Hayes  
5/4/2018 10:53 AM

INSERT CANNED RESPONSE

SAVE & PUBLISH

SAVE

[Empty text input box]

[Empty text input box]

Convert to PDF

This comment is only viewable internally

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

# Item G.1.e.

## Mike Hayes

---

**From:** Request <do\_not\_reply@civicplus.com>  
**Sent:** Friday, May 04, 2018 10:56 AM  
**To:** Mike Hayes  
**Cc:** Webmaster  
**Subject:** a request has been modified

### Recent Activity for Your Request

Comment added by *Mike Hayes* on May 4, 2018 10:56 AM

The request was closed. Abby, we will have an officer getting a hold of you. With a block party and wanting a road closed it will take council action. The officer should be getting a hold of you shortly.

### Block Party Request

#1742

[Log In To  
Request Tracker](#)

[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.]



# MEMORANDUM

## CEDAR FALLS POLICE DEPARTMENT

REVISED: 12-03-2003

DATE: 05/07/2018

TO: Director Olson

FROM: Captain Sitzmann

SUBJECT: Parking Variance

Director Olson,

Doug Johnson, co-chair of the College Hill Arts Festival, is requesting a parking variance for the College Hill Arts Festival which is being held on June 15<sup>th</sup> and 16<sup>th</sup>. The request includes the covering of no parking signs which will allow for parking in various locations in and around the College Hill. The specific locations are detailed in the attached e-mail. We have approved this request annually and have not had any unexpected traffic or parking problems associated with the event. I recommend approving this variance as we have in past years. Representatives from the College Hill Partnership will cover signs and remove the covers at the conclusion of the event.

Approved  
AS

# Item G.1.e.

**Jeff Sitzmann**

---

**From:** Craig Berte  
**Sent:** Tuesday, May 01, 2018 9:38 AM  
**To:** Jeff Sitzmann  
**Cc:** Brooke Heuer; Kurt Schreiber  
**Subject:** College Hill Arts Festival - parking variance

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Jeff,

Please have 1<sup>st</sup> Shift take care of this reoccurring parking request. thanks

**From:** Doug Johnson [<mailto:swish601@gmail.com>]  
**Sent:** Monday, April 30, 2018 3:21 PM  
**To:** Jacque Danielsen  
**Cc:** Jeff Olson; Bryan Beardsley  
**Subject:** CHAF Parking Request

April 30, 2018

Ms. Jacque Danielsen  
e-mail to: [jacque.danielsen@cedarfalls.com](mailto:jacque.danielsen@cedarfalls.com)  
City Clerk/Department of Administrative Services  
220 Clay Street  
Cedar Falls, IA 50613

Dear Jacque,

I am writing to request permission to cover selected parking signs in the College Hill area for the annual **College Hill Arts Festival**. The Festival in 2018 will occur on **Friday and Saturday June 15 and 16**. Working with the College Hill Partnership, we would like permission to begin covering the signs about 4:00 p.m. on Thursday night June 14<sup>th</sup> and leave them covered Friday June 15<sup>th</sup> and Saturday June 16<sup>th</sup> until 5:00 p.m. at which time they would be removed.

I am specifically seeking authorization to cover:

1. The parking time limit signs
  - a) On College from 20<sup>th</sup> Street to 23<sup>rd</sup> Street
  - b) On 23<sup>rd</sup> Street from College to Merner
  - c) In the College Hill area parking lots
2. The signs that limit parking to one side of the street.
  - d) On Olive and Walnut from 22<sup>nd</sup> Street to 25<sup>th</sup> Street

I am asking you to forward this request to the Cedar Falls Police for their review and recommendations and then the Council for their formal approval. Please contact me (e-mail [swish601@gmail.com](mailto:swish601@gmail.com) or 319-404-0960) if you have questions about this request or if I need to make any other arrangements to receive these permissions.



Thank you for your attention to this request.

Sincerely,  
Doug Johnson,  
Co-Chair - College Hill Arts Festival

Cc(e-mail);

Brian Beardsley, UNI Liaison [Bryan.Beardsley@uni.edu](mailto:Bryan.Beardsley@uni.edu)  
Chief Jeff Olson, C.F. Police [jeff.olson@cedarfalls.com](mailto:jeff.olson@cedarfalls.com)

--

Doug Johnson  
3421 N Union Rd  
Cedar Falls, IA 50613  
319-404-0960

[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.]

**Craig R. Berte**

Assistant Director of Public Safety/Assistant Police Chief  
Cedar Falls Police Department  
main) 319-273-8612  
office) 319-268-5153  
cell) 319-269-0945





# MEMORANDUM

## CEDAR FALLS POLICE DEPARTMENT

REVISED: 12-03-2003

DATE: 05/07/2018

TO: Director Olson

FROM: Captain Sitzmann

SUBJECT: Road Closure Request

Director Olson,

Community Main Street has requesting road closure and a parking variance for the 4<sup>th</sup> Annual Fondo Fest on August 18, 2018. The event also includes an organized bike ride. The specific request for street closure and parking variance are included in the attached memo. This has been a popular event for the City of Cedar Falls and we have approved this request in the past with little to no associated problems. I recommend the request be approved in its entirety as we have in the past. Patrol shifts will work with event organizers and our public works department to ensure all needs are met.

Approved  
*[Signature]*

# Item G.1.e.



206 Main Street, Suite B  
Cedar Falls, Iowa 50613

Phone: 319-277-0213  
communitymainst@cfu.net  
www.communitymainstreet.org

2017-2018

## Board of Directors:

LeaAnn Saul - Chair  
Ty Kimble  
Dan Lynch  
Crystal Ford  
Jess Marsh  
Audrey Dodd  
Matt Dunning  
Wynette Froehner  
Amy Mohr  
Clark Rickard  
Stephanie Sheetz  
Julie Shimek  
Brad Strouse  
Pam Taylor  
Dawn Wilson

April 25, 2018

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 4th annual Gran Fondo Cedar Valley bike ride and FondoFest street festival in downtown Cedar Falls on Saturday August 18th, 2018.

We would like to request the closure of Main Street from 1st to 3rd Streets and Second Street from Main Street to the alleys on both the East and West sides of the street from 6AM-11:00PM. We would also like to request that you post "No Parking from 6AM-11:00PM" signs on Main Street in the 100 and 200 blocks and in the closed off portions of Second Street as well.

The Gran Fondo Cedar Valley riders will leave from downtown at 7AM and we will begin setting up for the festival in the street closure area immediately following their departure.

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

Best regards,

Carol Lilly  
Director  
Community Main Street

Kim Bear  
Events and Promotions Coordinator  
Community Main Street

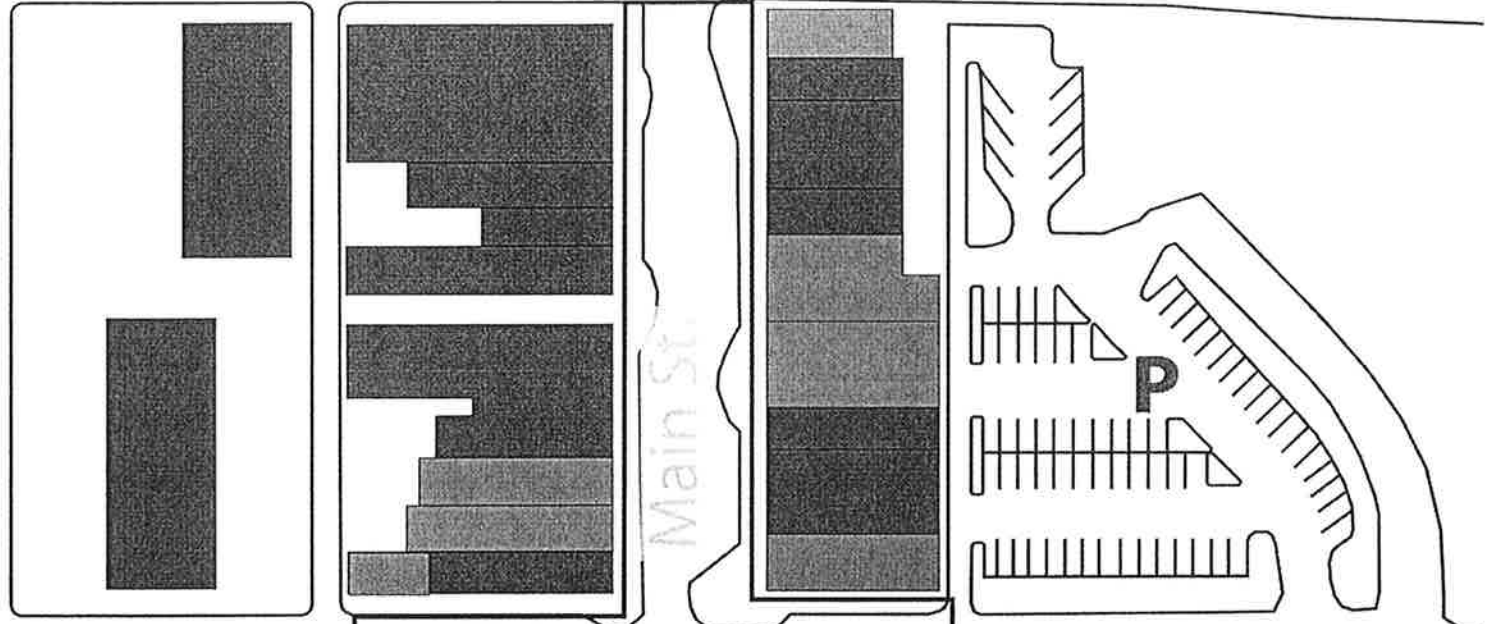


house  
um

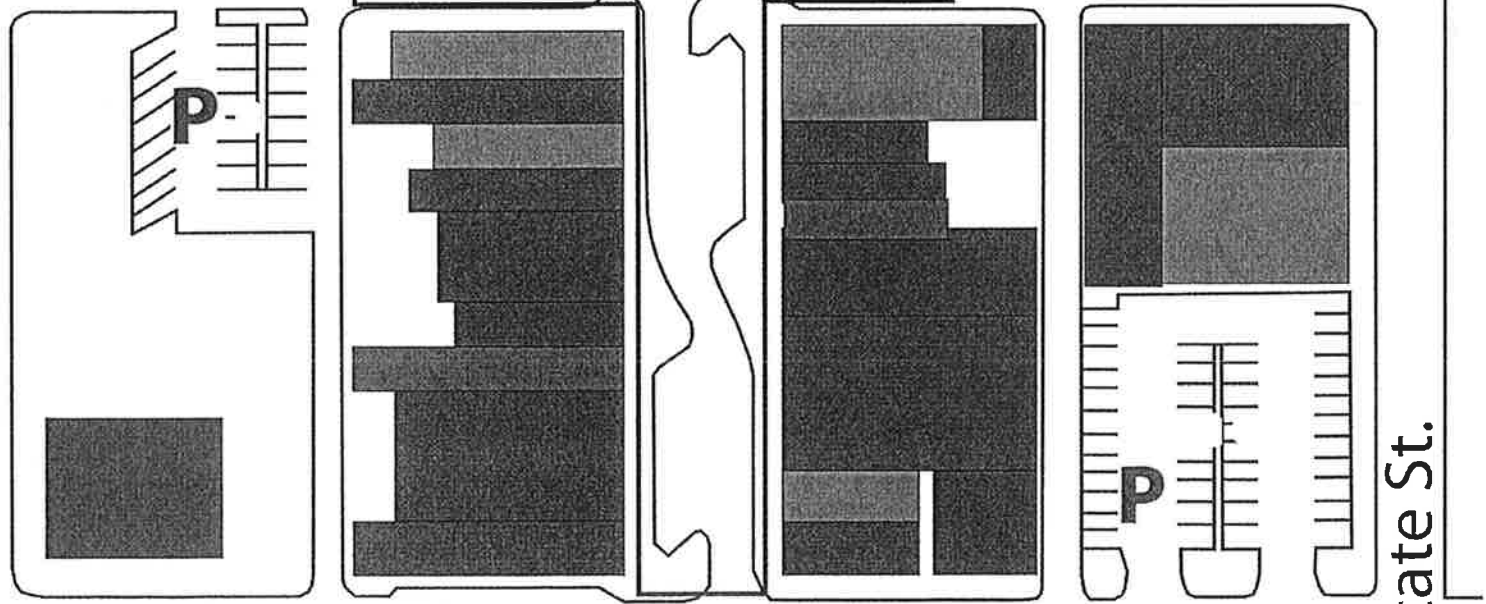
Item G.1.e.

# Street Layout for Gran Fondo Cedar Valley Park

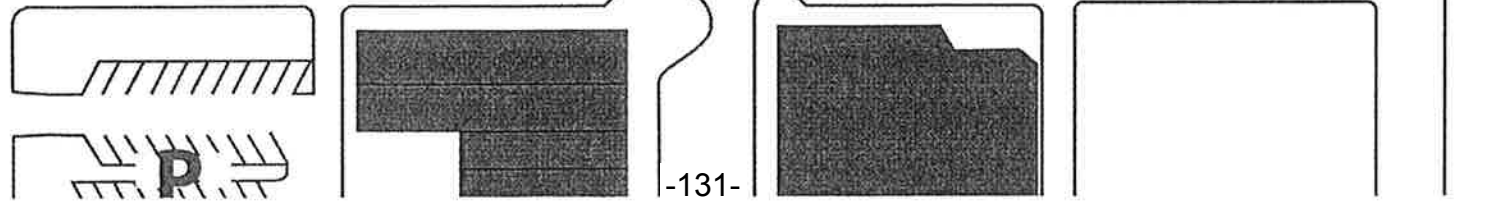
1st St.



2nd St.



3rd St.



on St.



Instructions on the reverse side

For period (MM/DD/YYYY) 07 10 2018 through June 30, 2019

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

Business Information:

Trade Name/DBA SARWAR CORPORATION DBA B+B WEST
Physical Location Address 3105 HUDSON ROAD City Cedar Falls ZIP 50613
Mailing Address 3105 HUDSON ROAD City Cedar Falls State IA ZIP 50613
Business Phone Number 319.266.7344

Legal Ownership Information:

Type of Ownership: Sole Proprietor [ ] Partnership [ ] Corporation [x] LLC [ ] LLP [ ]
Name of sole proprietor, partnership, corporation, LLC, or LLP SARWAR CORPORATION
Mailing Address 3105 HUDSON ROAD City Cedar Falls State IA ZIP 50613
Phone Number 319.266.7344 Fax Number 319.266.0309 Email bbwestcf@iowa.com

Retail Information:

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

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

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

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Muhammad Sarwar Name (please print)
Signature [Signature] Signature
Date 5/3/18 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 [x]

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

Item G.1.f.

https://tax.iowa.gov
Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2018 through June 30, 2019
I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA CASEY'S MARKETING COMPANY/DBA CASEY'S GENERAL STORE# 1887
Physical Location Address 2425 CENTER ST City CEDAR FALLS ZIP 50613
Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021
Business Phone Number 3192772036

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP CASEY'S GENERAL STORE, INC.
Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021
Phone Number 515-446-6404 Fax Number 515-965-6205 Email JESSICA.FISHER@CASEYS.COM

Retail Information:

Types of Sales: Over-the-counter Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
Types of Products Sold: (Check all that apply) Cigarettes Tobacco Alternative Nicotine Products Vapor Products
Type of Establishment: (Select the option that best describes the establishment)
Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) JULIA L. JACKOWSKI, SECRETARY FOR CASEY'S MARKETING

Name (please print)

Signature

Date

Signature Date 05/01/2018

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



https://tax.iowa.gov  
**Instructions on the reverse side**

For period (MM/DD/YYYY) 07 / 01 / 2018 through June 30, 2019

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

**Business Information:**

Trade Name/DBA CASEY'S MARKETING COMPANY/DBA CASEY'S GENERAL STORE# 2630

Physical Location Address 5226 UNIVERSITY AVE City CEDAR FALLS ZIP 50613

Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021

Business Phone Number 3192666945

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP CASEY'S GENERAL STORE, INC.

Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021

Phone Number 515-446-6404 Fax Number 515-965-6205 Email JESSICA.FISHER@CASEYS.COM

**Retail Information:**

Types of Sales: Over-the-counter  Vending machine

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes  No

Types of Products Sold: (Check all that apply)

Cigarettes  Tobacco  Alternative Nicotine Products  Vapor Products

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

Alternative nicotine/vapor store  Bar  Convenience store/gas station  Drug store   
Grocery store  Hotel/motel  Liquor store  Restaurant  Tobacco store

Has vending machine that assembles cigarettes  Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

**Signature of Owner(s), Partner(s), or Corporate Official(s)**

Name (please print) JULIA L. JACKOWSKI, SECRETARY  
FOR CASEY'S MARKETING

Name (please print) \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature *Julia L. Jackowski*

Date 05/01/2018

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

Item G.1.f.

https://tax.iowa.gov
Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2018 through June 30, 2019
I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA CASEY'S MARKETING COMPANY/DBA CASEY'S GENERAL STORE# 2865
Physical Location Address 5908 NORDIC DR City CEDAR FALLS ZIP 50613
Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021
Business Phone Number 3192771170

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP CASEY'S GENERAL STORE, INC.
Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021
Phone Number 515-446-6404 Fax Number 515-965-6205 Email JESSICA.FISHER@CASEYS.COM

Retail Information:

Types of Sales: Over-the-counter Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products
Type of Establishment: (Select the option that best describes the establishment)
Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) JULIA L. JACKOWSKI, SECRETARY
FOR CASEY'S MARKETING

Name (please print)
Signature
Date

Handwritten signature of Julia L. Jackowski

Signature
Date 05/01/2018

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

https://tax.iowa.gov  
**Instructions on the reverse side**

For period (MM/DD/YYYY) 07 / 01 / 2018 through June 30, 2019

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

**Business Information:**

Trade Name/DBA CASEY'S MARKETING COMPANY/DBA CASEY'S GENERAL STORE# 3045

Physical Location Address 601 MAIN STREET City CEDAR FALLS ZIP 50613

Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021

Business Phone Number 3192664981

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP CASEY'S GENERAL STORE, INC.

Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021

Phone Number 515-446-6404 Fax Number 515-965-6205 Email JESSICA.FISHER@CASEYS.COM

**Retail Information:**

Types of Sales: Over-the-counter  Vending machine

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes  No

Types of Products Sold: (Check all that apply)

Cigarettes  Tobacco  Alternative Nicotine Products  Vapor Products

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

Alternative nicotine/vapor store  Bar  Convenience store/gas station  Drug store   
Grocery store  Hotel/motel  Liquor store  Restaurant  Tobacco store

Has vending machine that assembles cigarettes  Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

**Signature of Owner(s), Partner(s), or Corporate Official(s)**

Name (please print) JULIA L. JACKOWSKI, SECRETARY  
FOR CASEY'S MARKETING

Name (please print) \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature *Julia L. Jackowski*

Date 05/01/2018

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

Item G.1.f.

https://tax.iowa.gov
Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2018 through June 30, 2019
I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA CASEY'S MARKETING COMPANY/DBA CASEY'S GENERAL STORE# 3610
Physical Location Address 1225 FOUNTAINS WAY City CEDAR FALLS ZIP 50613
Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021
Business Phone Number 3192666574

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP CASEY'S GENERAL STORE, INC.
Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021
Phone Number 515-446-6404 Fax Number 515-965-6205 Email JESSICA.FISHER@CASEYS.COM

Retail Information:

Types of Sales: Over-the-counter Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products
Type of Establishment: (Select the option that best describes the establishment)
Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) JULIA L. JACKOWSKI, SECRETARY FOR CASEY'S MARKETING

Name (please print)
Signature
Date

Handwritten signature of Julia L. Jackowski

Signature
Date 05/01/2018

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) 7 / 1 / 18 through June 30, 2019

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

Business Information:

Trade Name/DBA Electric Underground
Physical Location Address 5901 University Ave. City Cedar Falls ZIP 50613
Mailing Address 1305 W. Bremer Ave. City Waverly State IA ZIP 50677
Business Phone Number 319-352-4888

Legal Ownership Information:

Type of Ownership: Sole Proprietor [ ] Partnership [ ] Corporation [x] LLC [ ] LLP [ ]
Name of sole proprietor, partnership, corporation, LLC, or LLP Digital Dog Pound Inc.
Mailing Address 1305 W. Bremer City Waverly State IA ZIP 50677
Phone Number 319-352-4888 Fax Number 888-699-8163 Email MS@DIGITALDOGPOUND.COM

Retail Information:

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

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

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

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Matthew Schneider Name (please print)
Signature [Signature] Signature
Date 5-2-18 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 [x]

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

# Item G.1.f.

### Instructions on the reverse side

For period (MM/DD/YYYY) 07/01/2018 through June 30, 2019

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

#### Business Information:

Trade Name/DBA Prime mart 2  
Physical Location Address 2728 center st City cedar falls ZIP 50613  
Mailing Address Same as above City Same State IA ZIP 50613  
Business Phone Number 319-277-2195

#### Legal Ownership Information:

Type of Ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP   
Name of sole proprietor, partnership, corporation, LLC, or LLP Ansar inc  
Mailing Address 2728 center st City cedar falls State IA ZIP 50613  
Phone Number 319-277-2195 Fax Number \_\_\_\_\_ Email ansar2728@gmail.com

#### Retail Information:

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

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

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

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

#### Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Nyla AFzal Name (please print) \_\_\_\_\_  
Signature Nyla Afzal Signature \_\_\_\_\_  
Date 04-30-18 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](mailto:iapledge@iowaabd.com)
  - Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 07/01/2018 through June 30, 2019

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

Business Information:

Trade Name/DBA Iowa Petroleum & Convenience Inc. DBA Thunder Ridge Amvantage
Physical Location Address 2425 Whitetail Dr. City Cedar Falls ZIP 50613
Mailing Address 2425 Whitetail Dr. City Cedar Falls State IA ZIP 50613
Business Phone Number 319-277-1141

Legal Ownership Information:

Type of Ownership: Sole Proprietor [ ] Partnership [ ] Corporation [x] LLC [ ] LLP [ ]
Name of sole proprietor, partnership, corporation, LLC, or LLP Iowa Petroleum & Convenience
Mailing Address 2425 Whitetail Dr. City Cedar Falls State IA ZIP 50613
Phone Number 319-277-1141 Fax Number 319-266-1309 Email TRAMPRI@IAAOL.COM

Retail Information:

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

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

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

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Muhammad Saadovs Name (please print)
Signature Signature
Date 5/3/18 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 [x]

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



Item G.1.f.



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

https://tax.iowa.gov

Instructions on the reverse side

For period (MM/DD/YYYY) 07/01/18 through June 30, 2019

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

Business Information:

Trade Name/DBA Walgreens #10557
Physical Location Address 2509 Whitetail Drive City Cedar Falls ZIP
Mailing Address PO Box 901 City Deerfield State IL ZIP 60015
Business Phone Number 319-553-0206

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Walgreen Co
Mailing Address PO Box 901 City Deerfield State IL ZIP 60015
Phone Number 847-527-4402 Fax Number 847-368-6525 Email taxlicenser renewals@walgreens.com

Retail Information:

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

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

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

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Amelia Legutki Name (please print)
Signature Assistant Secretary Signature
Date 5/1/18 Date

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

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

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

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.
Email: iapledge@iowaabd.com
Fax: 515-281-7375





**DEPARTMENT OF PUBLIC SAFETY SERVICES**

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

319-273-8612

**MEMORANDUM**

---

**To:** Mayor Brown and City Councilmembers  
**From:** Jeff Olson, Public Safety Services Director/Chief of Police  
**Date:** May 16, 2018  
**Re:** Beer/Liquor License Applications

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

Name of Applicants:

- (1) Carlos O'Kelly's Mexican Café, 6507 University Avenue, Class C liquor & outdoor service - renewal.
- (2) Harry's Five and Dime, 123 Main Street, Class C liquor - renewal.
- (3) Montage, 222-224 Main Street, Class C liquor, Class B wine & outdoor service - renewal.
- (4) Old Chicago Pizza and Taproom, College Square Mall, Class C liquor & outdoor service - renewal.
- (5) The Other Place, 2214 College Street, Class C liquor - renewal.
- (6) Hy-Vee Food Store, 6301 University Avenue, Class E liquor - renewal.



**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION RESCHEDULING THE DATE OF THE REGULARLY SCHEDULED  
CEDAR FALLS CITY COUNCIL MEETING OF JULY 2, 2018**

**WHEREAS**, Section 2-41, Regular and special meetings, of the Code of Ordinances of the City of Cedar Falls, Iowa, authorizes the City Council to change the dates and times of regularly scheduled City Council meetings by resolution, 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 reschedule the regularly scheduled City Council meeting of July 2, 2018.

**NOW THEREFORE**, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the regularly scheduled City Council meeting of July 2, 2018 is hereby rescheduled to July 9, 2018 at 7:00 p.m. in the City Council Chambers of City Hall, 220 Clay Street, Cedar Falls, Iowa.

**ADOPTED** this 21<sup>st</sup> day of May, 2018.

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

**ATTEST:**

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





**DEPARTMENT OF FINANCE & BUSINESS OPERATIONS**

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

**INTEROFFICE MEMORANDUM**

**TO:** Mayor Brown and City Council Members  
**FROM:** Jennifer Rodenbeck, Director of Finance & Business Operations  
**DATE:** May 15, 2018  
**SUBJECT:** FY2019 Appropriations Resolution

Please find attached the Appropriations Resolution for the fiscal year beginning July 1, 2018 and ending June 30, 2019 submitted for your approval. The resolution outlines in detail the FY2019 budget that was approved by Council in February. Also, for informational purposes the FY2019 budgeted revenues are attached. If you have any questions regarding the resolution, please feel free to contact me.

# Item G.2.b.

Budres19

15-May-18

RESOLUTION NUMBER \_\_\_\_\_

RESOLUTION APPROPRIATING MONEY FROM SEVERAL FUNDS FOR PAYMENT OF ALL EXPENSES IN THE ADMINISTRATION OF THE AFFAIRS OF THE CITY OF CEDAR FALLS, IOWA FOR THE YEAR 2018-2019.

WHEREAS, Section 24.3 Code of Iowa, 2017, relating to the "local Budget Law" provides that no Municipality shall certify or levy in any year any tax on property subject to taxation, unless and until estimates have been made, filed and considered and;

WHEREAS, these estimates of income and expenses are declared to be necessary for the peace, health, and general welfare of the City of Cedar Falls, Iowa, now therefore;

BE IT RESOLVED by the City Council of the City of Cedar Falls, Iowa, that:

SECTION 1. The estimates of income from all sources available for expenditure in the fiscal year beginning July 1, 2018 and ending June 30, 2019 is \$94,511,400 as follows, to-wit:

Office Receipts	\$ 57,429,660.00
Taxes	20,615,610.00
Transfers	<u>9,562,990.00</u>
Total estimated income	\$ 87,608,260.00
Use of Cash Carryover	<u>6,903,140.00</u>
Total estimated funds available	\$ 94,511,400.00

SECTION 2. That the estimated revenues from tax levies and all other sources be and the same are hereby appropriated, apportioned and set aside for the several funds for the payment of payrolls, bills and claims that may be properly and legally made.

SECTION 3. That an appropriation not necessary for the use for which it was appropriated may be used to defray expenditures for any other items in the fund to which it belongs.

SECTION 4. That the total estimated income of \$94,511,400.00 be appropriated for expenditures according to the several funds as follows, to-wit:

# Item G.2.b.

CODE NUMBER	DESCRIPTION	APPROPRIATION
<u>GENERAL FUND</u>		
ADMINISTRATIVE/LEGISLATIVE/MISCELLANEOUS:		
CITY COUNCIL		
101-1168-441. 61-01	City Council - Salaries & Wages	42,980.00
64-05	Worker' Compensation	90.00
65-01	FICA	3,290.00
66-01	IPERS	2,900.00
TOTAL CITY COUNCIL:		49,260.00
MISCELLANEOUS		
101-1199-411. 32-62	Grants - Fire Ext./CPR Training	3,000.00
32-70	Grants - Police Operations	35,000.00
101-1199-421. 31-10	Grants - Cultural Services	30,000.00
31-20	Grants - Library	25,000.00
31-40	Grants - Parks & Recreation	20,000.00
101-1199-431. 88-01	C.F. Disabled	32,410.00
88-02	C.F. Elderly -RTC	21,610.00
88-11	C.F. Met	307,020.00
88-12	MET Capital Replacement	15,140.00
101-1199-441. 88-20	Lobbyist	14,000.00
88-23	CV Coalition	1,500.00
101-1199-441. 72-19	Official Printing	35,000.00
81-01	Contract Services	11,000.00
81-02	Audit	57,000.00
81-03	Recording Fees	3,000.00
81-09	Human Rights Commission	1,500.00
82-01	Telephone	3,000.00
83-05	Travel (Food/Mileage/Lodging)	3,500.00
83-06	Education & Training	3,500.00
84-01	Liability Insurance	224,250.00
89-11	League Dues & Travel	11,000.00
89-13	Contingency	60,000.00
89-14	Refunds	2,000.00
101-1199-481. 43-01	Transfer to Debt Service	293,680.00
43-04	TIF Transfer	1,300,000.00
101-1199-441. 92-05	Budget reduction implement, staffing, one-time cap project	600,000.00
TOTAL MISCELLANEOUS:		3,113,110.00

## Item G.2.b.

### MAYOR'S OFFICE

#### Personal Services

101-1158-441.	61-01	Salaries & Wages (Reg)	95,650.00
	62-01	Payroll Accrual	420.00
	62-02	Severance Accrual	70.00
	64-01	Health Insurance Premiums	14,750.00
	64-02	Health Insurance Reimbursements	210.00
	64-03	Life Insurance	300.00
	64-04	Long Term Disability	390.00
	64-05	Worker's Compensation Insurance	200.00
	65-01	F.I.C.A.	7,320.00
	66-01	I.P.E.R.S.	9,030.00

#### Commodities

101-1158-441.	71-01	Office Supplies & Postage	800.00
	72-01	Operating Supplies	3,000.00

#### Services and Charges

101-1158-441.	81-12	Computer Services	4,730.00
	82-01	Telephone	1,400.00
	83-03	Outings/Dinners/Awards	940.00
	83-04	Dues & Memberships	400.00
	83-05	Travel (Food/Mileage/Lodging)	3,000.00
	83-06	Education & Training	800.00
	84-01	Operating Insurance	290.00

#### Capital Outlay

101-1158-441.	93-01	Equipment	500.00
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TOTAL MAYOR'S OFFICE:

144,200.00

### CITY ADMINISTRATOR

#### Personal Services

101-1118-441.	61-01	Salaries & Wages (Reg)	176,940.00
	62-01	Payroll Accrual	780.00
	62-02	Severance Accrual	2,890.00
	64-01	Health Insurance Premiums	13,930.00
	64-02	Health Insurance Reimbursements	190.00
	64-03	Life Insurance	550.00
	64-04	Long Term Disability	700.00
	64-05	Worker's Compensation Insurance	370.00
	65-01	F.I.C.A.	9,950.00
	66-01	I.P.E.R.S.	16,710.00

#### Commodities

101-1118-441.	71-01	Office Supplies	200.00
	72-11	Books & Magazines	200.00
	72-19	Printing	100.00

#### Services and Charges

101-1118-441.	81-12	Computer Services	7,780.00
	82-01	Telephone	1,300.00
	83-04	Memberships	1,500.00
	83-05	Travel & Meals	4,000.00
	83-06	Education	2,000.00
	84-01	Operating Insurance	480.00



# Item G.2.b.

87-05	Vehicle Maintenance	31,310.00	
<u>Capital Outlay</u>			
101-1118-441.	93-01 Equipment	600.00	
TOTAL CITY ADMINISTRATOR:			272,480.00

## FINANCIAL SERVICES

### Personal Services

101-1028-441.	61-01	Salaries & Wages (Reg)	447,710.00
	61-02	Part-time	97,900.00
	61-03	Overtime	500.00
	62-01	Payroll Accrual	1,970.00
	62-02	Severance Accrual	7,230.00
	64-01	Health Insurance Premiums	73,080.00
	64-02	Health Insurance Reimbursements	1,020.00
	64-03	Life Insurance	1,360.00
	64-04	Long Term Disability	1,770.00
	64-05	Worker's Compensation Insurance	930.00
	65-01	F.I.C.A.	39,290.00
	66-01	I.P.E.R.S.	51,090.00

### Commodities

101-1028-441.	71-01	Office Supplies & Printing	6,300.00
	72-99	Postage	4,500.00
	73-99	Disaster Supplies	2,000.00

### Services and Charges

101-1028-441.	81-12	Computer Services	30,920.00
	81-13	Microfilming/Digital Imaging	1,500.00
	81-35	Employee Recognition Program	4,000.00
	81-48	Contract Services	1,500.00
	81-50	Pre-employment Physical Exams	45,000.00
	81-52	Random Drug Testing	3,400.00
	81-53	Job Notices	20,000.00
	81-55	Employee Assistance Program	5,000.00
	81-56	Employee Wellness Program	28,000.00
	81-57	Comprehensive Pay Plan Study	75,000.00
	82-01	Telephone	3,000.00
	83-04	Dues & Memberships	2,300.00
	83-05	Travel & Meals	4,100.00
	83-06	Education	3,900.00
	84-01	Operating Insurance	1,910.00
	86-01	Repair & Maintenance	4,250.00
	89-81	Cafeteria Plan	7,500.00
	89-82	Section 105	14,400.00

### Capital Outlay

101-1028-441.	93-01	Equipment	3,500.00
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TOTAL FINANCIAL SERVICES: 995,830.00

## LEGAL SERVICES

### Personal Services

101-1048-441.	61-01	Salaries & Wages (Reg)	209,190.00
	61-03	Overtime	500.00
	62-01	Payroll Accrual	920.00

## Item G.2.b.

62-02	Severance Accrual	1,220.00	
64-01	Health Insurance Premiums	19,650.00	
64-02	Health Insurance Reimbursements	400.00	
64-03	Life Insurance	640.00	
64-04	Long Term Disability	840.00	
64-05	Worker's Compensation Insurance	370.00	
65-01	F.I.C.A.	15,030.00	
66-01	I.P.E.R.S.	19,800.00	
<u>Commodities</u>			
101-1048-441. 71-01	Office Supplies	800.00	
72-11	Dues & Publications	7,300.00	
<u>Services and Charges</u>			
101-1048-441. 81-12	Computer Services	14,470.00	
81-29	Legal Fees	120,000.00	
81-51	Post-employment Physical Exams	30,000.00	
81-99	Civil Service Commission	3,500.00	
82-01	Telephone	600.00	
83-04	Memberships	600.00	
83-05	Travel (Food/Mileage/Lodging)	500.00	
83-06	Education & Training	750.00	
81-30	Code Enforcement	17,000.00	
TOTAL LEGAL SERVICES:			464,080.00
PUBLIC RECORDS DIVISION			
<u>Personal Services</u>			
101-1008-441. 61-01	Salaries & Wages (Reg)	158,180.00	
61-02	Part-time	42,860.00	
62-01	Payroll Accrual	710.00	
62-02	Severance Accrual	2,590.00	
64-01	Health Insurance Premiums	36,260.00	
64-02	Health Insurance Reimbursements	510.00	
64-03	Life Insurance	490.00	
64-04	Long Term Disability	630.00	
64-05	Worker's Compensation Insurance	330.00	
65-01	F.I.C.A.	15,390.00	
66-01	I.P.E.R.S.	18,980.00	
<u>Commodities</u>			
101-1008-441. 71-01	Office Supplies & Printing	4,500.00	
72-99	Postage	1,000.00	
<u>Services and Charges</u>			
101-1008-441. 81-12	Computer Services	9,710.00	
82-01	Telephone	1,700.00	
83-04	Memberships	500.00	
83-05	Travel & Meals	2,000.00	
83-06	Education	1,500.00	
84-01	Operating Insurance	600.00	
86-01	Repair & Maintenance	2,000.00	
87-01	Rentals	1,000.00	
<u>Capital Outlay</u>			
101-1008-441. 93-01	Equipment	1,500.00	
TOTAL PUBLIC RECORDS DIVISION:			302,940.00

LIBRARY

Personal Services

101-1060-423.	61-01	Salaries & Wages (Reg)	462,370.00
	61-02	Part-time	361,670.00
	62-01	Payroll Accrual	2,000.00
	62-02	Severance Accrual	7,370.00
	64-01	Health Insurance Premiums	90,190.00
	64-02	Health Insurance Reimbursements	1,660.00
	64-03	Life Insurance	1,400.00
	64-04	Long Term Disability	1,810.00
	64-05	Worker's Compensation Insurance	1,710.00
	65-01	F.I.C.A.	62,280.00
	66-01	I.P.E.R.S.	76,850.00

Commodities

101-1060-423.	71-01	Office Supplies	10,000.00
	72-19	Printing	2,000.00
	72-75	Display	2,000.00
	72-76	Public Relations	1,000.00
	72-99	Postage	13,000.00
	73-06	Building Repair	3,000.00

Services and Charges

101-1060-423.	81-01	Professional Services	2,800.00
	81-12	Computer Services	85,510.00
	82-01	Telephone	3,930.00
	83-05	Travel (Food/Mileage/Lodging)	3,000.00
	83-06	Education & Training	3,500.00
	84-01	Operating Insurance	20,840.00
	85-01	Utilities & Heating	72,000.00
	86-01	Repair & Maintenance	21,000.00
	89-33	Friends Supported Programs	40,000.00
	89-34	Endowment Supported Programs	60,000.00

Transfers

101-1060-423.	50-01	General Fund	142,830.00
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Personal Services

101-1061-423.	61-01	Salaries & Wages (Reg)	99,820.00
	61-02	Part-time	11,990.00
	62-01	Payroll Accrual	440.00
	62-02	Severance Accrual	1,630.00
	64-01	Health Insurance Premiums	14,920.00
	64-02	Health Insurance Reimbursements	430.00
	64-03	Life Insurance	300.00
	64-04	Long Term Disability	400.00
	64-05	Worker's Compensation Insurance	230.00
	65-01	F.I.C.A.	8,550.00
	66-01	I.P.E.R.S.	10,550.00

Commodities

101-1061-423.	71-11	Technical Processing Supplies	30,000.00
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Services and Charges

101-1061-423.	81-12	Computer Services	10,000.00
	89-20	Adult Books	40,000.00
	89-21	Young Adult Books	13,100.00
	89-22	Youth Books	39,500.00

## Item G.2.b.

89-23	Large Print Books	7,000.00	
89-24	Audio	8,000.00	
89-25	Video	40,000.00	
89-26	Non-print Resources	19,000.00	
89-29	Newspapers	1,100.00	
89-31	Periodicals	6,000.00	
89-35	Youth Audio	8,800.00	
89-36	Youth Video	10,500.00	
89-37	Young Adult Audio	2,000.00	
89-38	Young Adult Video	1,000.00	
<u>Capital</u>			
101-1061-423.	93-01 Capital Reserve	95,780.00	
	92-01 Structures: Maker Space	15,000.00	
TOTAL LIBRARY:			2,051,760.00
COMMUNITY DEVELOPMENT:			
ADMINISTRATION			
<u>Personal Services</u>			
101-2205-432.	61-01 Salaries & Wages (Reg)	135,790.00	
	61-03 Overtime	1,550.00	
	62-01 Payroll Accrual	600.00	
	62-02 Severance Accrual	2,210.00	
	64-01 Health Insurance Premiums	14,440.00	
	64-02 Health Insurance Reimbursements	220.00	
	64-03 Life Insurance	410.00	
	64-04 Long Term Disability	540.00	
	64-05 Worker's Compensation Insurance	280.00	
	65-01 F.I.C.A.	9,760.00	
	66-01 I.P.E.R.S.	12,810.00	
<u>Commodities</u>			
101-2205-432.	71-01 Office Supplies	860.00	
	71-06 Office Equipment Supplies	90.00	
	72-01 Operating Supplies	190.00	
	72-11 Books	710.00	
	72-19 Printing Supplies	650.00	
	72-25 Mileage	480.00	
	72-60 Safety Supplies	30.00	
	72-99 Postage	500.00	
	73-01 Repair & Maintenance	950.00	
<u>Services and Charges</u>			
101-2205-432.	81-12 Computer Services	6,450.00	
	82-01 Telephone	2,000.00	
	83-04 Membership dues	500.00	
	83-05 Travel	2,500.00	
	83-06 Education & Training	1,000.00	
	84-01 Operating Insurance	400.00	
	86-01 Repair & Maintenance	200.00	
	86-09 Office Machine Maintenance	750.00	
<u>Capital Outlay</u>			
101-2205-432.	93-01 Equipment	100.00	
TOTAL CD/ADMINISTRATION:			196,970.00

**ENGINEERING SERVICES DIVISION**

Personal Services

101-2225-432.	61-01	Salaries & Wages (Reg)	869,760.00
	61-02	Part-Time	22,560.00
	61-03	Overtime	27,500.00
	62-01	Payroll Accrual	3,840.00
	62-02	Severance Accrual	14,200.00
	64-01	Health Insurance Premiums	147,720.00
	64-02	Health Insurance Reimbursements	2,580.00
	64-03	Life Insurance	2,680.00
	64-04	Long Term Disability	3,480.00
	64-05	Worker's Compensation Insurance	12,480.00
	65-01	F.I.C.A.	70,380.00
	66-01	I.P.E.R.S.	86,830.00

Commodities

101-2225-432.	71-01	Office Supplies	2,000.00
	72-08	Photography	200.00
	72-11	Books, magazines & periodicals	800.00
	72-16	Tools	400.00
	72-17	Uniforms	2,000.00
	72-18	Survey	4,500.00
	72-19	Printing & supplies	1,000.00
	72-25	Mileage	200.00
	72-26	Testing & Lab	200.00
	72-60	Safety Supplies	1,800.00
	72-99	Postage	1,600.00
	73-05	Operating Equipment	1,000.00

Services and Charges

101-2225-432.	81-12	Computer Services	46,590.00
	81-44	USGS River Gauge	12,000.00
	82-01	Telephone	9,000.00
	83-04	Membership Dues	1,800.00
	83-05	Travel	2,950.00
	83-06	Education & Training	4,700.00
	84-01	Operating Insurance	2,890.00
	86-01	Operating Equipment	12,100.00
	86-25	Engineering & Architecture	20,000.00
	86-29	Lab & Testing	1,000.00
	87-05	Vehicle Maintenance	37,630.00

Capital Outlay

101-2225-432.	93-01	Equipment	50,000.00
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TOTAL ENGINEERING SERVICES DIVISION:

1,480,370.00

**INSPECTION SERVICES DIVISION**

Personal Services

101-2235-412.	61-01	Salaries & Wages (Reg)	582,920.00
	61-02	Part-time	12,560.00
	61-03	Overtime	20,000.00
	62-01	Payroll Accrual	2,590.00
	62-02	Severance Accrual	9,490.00
	64-01	Health Insurance Premiums	107,070.00

## Item G.2.b.

64-02	Health Insurance Reimbursements	1,620.00
64-03	Life Insurance	1,770.00
64-04	Long Term Disability	2,330.00
64-05	Worker's Compensation Insurance	7,720.00
65-01	F.I.C.A.	47,090.00
66-01	I.P.E.R.S.	58,100.00

### Commodities

101-2235-412.	71-01	Office Supplies	1,500.00
	72-08	Photography	150.00
	72-11	Books, Magazines & Periodicals	2,500.00
	72-16	Tools	500.00
	72-17	Uniforms	2,080.00
	72-19	Printing & Supplies	2,400.00
	72-60	Safety Supplies	1,200.00
	72-99	Postage	2,300.00

### Services and Charges

101-2235-412.	81-01	Professional Services	1,000.00
	81-12	Computer Services	27,060.00
	82-01	Telephone	7,020.00
	83-04	Membership Dues	3,100.00
	83-05	Travel	5,600.00
	83-06	Education	5,200.00
	84-01	Operating Insurance	1,680.00
	87-05	Vehicle Maintenance	17,820.00
	89-15	Credit Card Charges	5,000.00

### Capital Outlay

101-2235-412.	93-01	Equipment	750.00
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TOTAL INSPECTION SERVICES DIVISION:

940,120.00

## PLANNING & COMMUNITY SERVICES DIVISION

### Personal Services

101-2245-442.	61-01	Salaries & Wages (Reg)	416,240.00
	61-02	Part-time	5,000.00
	61-03	Overtime	1,000.00
	62-01	Payroll Accrual	1,840.00
	62-02	Severance Accrual	6,800.00
	64-01	Health Insurance Premiums	43,490.00
	64-02	Health Insurance Reimbursements	1,040.00
	64-03	Life Insurance	1,210.00
	64-04	Long Term Disability	1,560.00
	64-05	Worker's Compensation Insurance	830.00
	65-01	F.I.C.A.	30,540.00
	66-01	I.P.E.R.S.	37,670.00

### Commodities

101-2245-442.	71-01	Office Supplies	1,020.00
	72-01	Operating Supplies	490.00
	72-08	Film & Processing	500.00
	72-11	Books & Magazines	650.00
	72-19	Printing	2,600.00
	72-25	Mileage	190.00
	72-60	Safety	150.00
	72-99	Postage	4,200.00

Services and Charges

101-2245-442.	81-01	Professional Services	13,000.00
	81-12	Computer Services	33,210.00
	81-16	Zoning Ordinance	240,000.00
	81-18	INRCOG	12,560.00
	81-25	Promotional Tapes & Adv.	1,000.00
	81-31	Services, Business Retention & Expansion	1,500.00
	82-01	Telephone	1,900.00
	83-04	Memberships	900.00
	83-05	Travel & Meals	2,700.00
	83-06	Education & Training	2,350.00
	84-01	Operating Insurance	2,060.00
	86-01	Repair & Maintenance	2,100.00
	89-79	Single Family Conversion Incentive	100,000.00

Capital Outlay

101-2245-442.	93-01	Equipment	90.00
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TOTAL PLANNING & COMMUNITY SERVICES DIVISION:

970,390.00

MUNICIPAL OPERATIONS & PROGRAMS

ADMINISTRATION

Personal Services

101-7703-423.	61-01	Salaries & Wages (Reg)	119,000.00
	61-02	Part-time	4,010.00
	62-01	Payroll Accrual	530.00
	62-02	Severance Accrual	1,940.00
	64-01	Health Insurance Premiums	15,980.00
	64-02	Health Insurance Reimbursements	290.00
	64-03	Life Insurance	360.00
	64-04	Long Term Disability	480.00
	64-05	Worker's Compensation Insurance	260.00
	65-01	F.I.C.A.	9,410.00
	66-01	I.P.E.R.S.	11,610.00

Commodities

101-7703-423.	71-01	Office Supplies	50.00
	72-19	Printing	200.00

Services and Charges

101-7703-423.	81-06	Publications	200.00
	81-12	Computer Services	31,120.00
	83-04	Membership Dues	500.00
	83-05	Travel	400.00
	83-06	Education & Training	400.00
	84-01	Operating Insurance	1,930.00
	87-05	Vehicle Maintenance	2,440.00
	88-09	Tourism Office	21,880.00
	88-10	Black Hawk County Health Dept.	13,000.00
	88-16	Visitors & Convention Bureau	437,500.00
	88-17	Cedar Falls Band	30,000.00
	88-35	Tourism Administrative	25,000.00
	88-36	Trail Fund Maintenance/Reserve	43,750.00
	88-38	Cedar Valley Soccer	10,000.00
	88-43	Tourism Marketing Fund	78,750.00

## Item G.2.b.

88-44	Community Center Support	40,000.00	
88-49	HLS Capital	30,620.00	
TOTAL MOP/ADMINISTRATION:			931,610.00
CULTURAL SERVICES			
<u>Personal Services</u>			
101-7780-423.	61-01	Salaries & Wages (Reg)	68,620.00
	61-50	Coordinators	177,490.00
	61-54	Instructors	24,000.00
	61-56	Community Program Personnel	750.00
	62-01	Payroll Accrual	260.00
	62-02	Severance Accrual	960.00
	64-01	Health Insurance Premiums	4,620.00
	64-02	Health Insurance Reimbursements	190.00
	64-03	Life Insurance	180.00
	64-04	Long Term Disability	230.00
	64-05	Worker's Compensation Insurance	510.00
	64-06	Unemployment	1,890.00
	65-01	F.I.C.A.	18,540.00
	66-01	I.P.E.R.S.	22,880.00
<u>Commodities</u>			
101-7780-423.	71-01	Office Supplies	2,000.00
	72-11	Dues, Books & Magazines	500.00
	72-25	Mileage	100.00
	72-70	Classroom Supplies	7,500.00
	72-71	Gallery Supplies	4,000.00
	72-72	Products for Resale	5,000.00
	72-73	Grounds Supplies	3,000.00
	72-74	Volunteer/Services Supplies	2,500.00
	72-99	Postage	2,000.00
	73-01	Repair & Maintenance	1,000.00
<u>Services and Charges</u>			
101-7780-423.	81-01	Professional Service Contracts	14,500.00
	81-06	Printing and Publications	4,500.00
	81-12	Computer Services	16,290.00
	81-60	Exhibition fees	3,500.00
	81-61	Promotions	5,000.00
	82-01	Telephone	2,500.00
	83-04	Dues & Memberships	750.00
	83-05	Travel (Food/Mileage/Lodging)	1,800.00
	83-06	Education & Training	1,000.00
	84-01	Operating Insurance	1,010.00
	85-01	Utilities & Heating	14,000.00
	86-01	Repair & Maintenance	3,000.00
	87-05	Vehicle Maintenance	7,900.00
	88-21	Public Art	17,500.00
	89-01	Miscellaneous	500.00
	89-14	Refunds	600.00
	89-15	Credit Card Charges	1,500.00
<u>Capital Outlay</u>			
101-7780-423.	92-01	Structures, Improvements & Buildings	17,500.00
	93-01	Equipment	4,000.00
TOTAL CULTURAL SERVICES:			466,070.00



CEMETERY SECTION

Personal Services

101-7713-433.	61-01	Salaries & Wages (Reg)	112,090.00
	61-02	Part-time	75,350.00
	61-03	Overtime	3,500.00
	62-01	Payroll Accrual	500.00
	62-02	Severance Accrual	1,830.00
	64-01	Health Insurance Premiums	27,330.00
	64-02	Health Insurance Reimbursements	380.00
	64-03	Life Insurance	340.00
	64-04	Long Term Disability	450.00
	64-05	Worker's Compensation Insurance	3,550.00
	64-06	Unemployment	7,140.00
	65-01	F.I.C.A.	14,610.00
	66-01	I.P.E.R.S.	18,030.00

Commodities

101-7713-433.	72-01	Operating Supplies	15,000.00
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Services and Charges

101-7713-433.	81-12	Computer Services	8,860.00
	82-01	Telephone	1,000.00
	84-01	Operating Insurance	550.00
	85-01	Utilities	8,000.00
	86-01	Repair & Maintenance	1,000.00
	87-05	Vehicle Maintenance	5,220.00

Capital Outlay

101-7713-433.	92-01	Structures, Improve. & Buildings, Road Improve., Signs	1,000.00
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TOTAL CEMETERY SECTION:

305,730.00

GOLF SECTION

Personal Services

101-7723-423.	61-01	Salaries & Wages (Reg)	27,240.00
	62-01	Payroll Accrual	120.00
	62-02	Severance Accrual	440.00
	64-01	Health Insurance Premiums	5,120.00
	64-02	Health Insurance Reimbursements	70.00
	64-03	Life Insurance	80.00
	64-04	Long Term Disability	110.00
	64-05	Worker's Compensation Insurance	210.00
	65-01	F.I.C.A.	2,080.00
	66-01	I.P.E.R.S.	2,570.00

Commodities

101-7723-423.	72-01	Operating Supplies	10,300.00
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Services and Charges

101-7723-423.	81-12	Computer Services	4,210.00
	82-01	Telephone	1,750.00
	84-01	Operating Insurance	260.00
	85-01	Utilities	10,000.00
	86-01	Repair & Maintenance	5,000.00
	87-05	Vehicle Maintenance	24,740.00

TOTAL GOLF SECTION:

94,300.00

# Item G.2.b.

## PARK SECTION

### Personal Services

101-7733-423.	61-01	Salaries & Wages (Reg)	286,780.00
	61-02	Part-time	345,360.00
	61-03	Overtime	5,000.00
	62-01	Payroll Accrual	1,270.00
	62-02	Severance Accrual	4,670.00
	64-01	Health Insurance Premiums	70,030.00
	64-02	Health Insurance Reimbursements	970.00
	64-03	Life Insurance	880.00
	64-04	Long Term Disability	1,150.00
	64-05	Worker's Compensation Insurance	7,810.00
	64-06	Unemployment Insurance	33,760.00
	65-01	F.I.C.A.	43,560.00
	66-01	I.P.E.R.S.	60,150.00

### Commodities

101-7733-423.	71-01	General Office Supplies	500.00
	72-01	Operating Supplies	131,410.00

### Services and Charges

101-7733-423.	81-01	Contracts	14,000.00
	81-12	Computer Services	38,370.00
	82-01	Telephone	3,850.00
	83-04	Membership Dues	450.00
	83-05	Travel	720.00
	83-06	Education & Training	1,040.00
	84-01	Operating Insurance	2,380.00
	85-01	Utilities	33,000.00
	86-01	Repair & Maintenance	6,000.00
	87-05	Vehicle Maintenance	593,480.00

### Capital Outlay

101-7733-423.	92-01	Structures, Improvements & Buildings	118,750.00
	93-01	Equipment	15,000.00

TOTAL PARK SECTION:

1,820,340.00

## RECREATION SERVICES DIVISION

### Personal Services

101-7753-423.	61-01	Salaries & Wages (Reg)	253,030.00
	61-09	Wellness & Facility Supervisor	71,240.00
	61-10	General Maintenance Receptionist	8,400.00
	61-11	Youth Softball/Baseball Wages	9,000.00
	61-12	Playground Wages	49,400.00
	61-14	Center Wages	101,000.00
	61-15	Youth Sports/Active Wages	18,500.00
	61-16	Maintenance Wages	9,500.00
	61-17	Adult Sports/Active Wages	8,800.00
	61-24	Swim Lesson Instructor Wages	36,000.00
	61-25	Adult Exercise Wages	62,000.00
	61-26	Special Event Wages	4,000.00
	61-27	Child Care Wages	12,000.00
	61-30	Indoor Pool Head-Lifeguard Wages	20,000.00
	61-31	Indoor Pool Lifeguard Wages	19,000.00
	61-35	Outdoor Pool Manager	12,500.00

## Item G.2.b.

61-36	Outdoor Pool Assistant Manager	18,500.00
61-37	Outdoor Pool Lifeguard Wages	138,000.00
61-39	Outdoor Pool Cashier	12,400.00
61-40	Outdoor Pool Concession Wages	32,900.00
61-41	Outdoor Pool Maintenance Wages	24,000.00
62-01	Payroll Accrual	1,100.00
62-02	Severance Accrual	4,040.00
64-01	Health Insurance Premiums	40,990.00
64-02	Health Insurance Reimbursements	570.00
64-03	Life Insurance	760.00
64-04	Long Term Disability	990.00
64-05	Worker's Compensation Insurance	13,410.00
65-01	F.I.C.A.	68,770.00
66-01	I.P.E.R.S.	86,390.00

### Commodities

101-7753-423.	71-01	Office Supplies	16,000.00
	72-19	Printing	2,000.00
	72-25	Mileage	200.00
	72-28	Playground and Camp Supplies	14,000.00
	72-30	Drop-In Equipment & Supplies	10,000.00
	72-31	Youth Sports/Active Equipment	24,000.00
	72-32	Adult Sports Supplies	14,000.00
	72-37	General Misc. Program Supplies	1,000.00
	72-38	Staff Shirts	3,400.00
	72-41	Concessions (Pool)	48,000.00
	72-42	Swim Program	3,000.00
	72-43	Rec Concessions	4,500.00
	72-44	Exercise Equipment Repairs	14,000.00
	72-47	Adult Exercise Equipment/Supplies	12,000.00
	72-49	Child Care Supplies	200.00
	72-50	Special Event Supplies	3,000.00
	73-16	Beach House	5,000.00
	73-17	Chemical - Pool	25,500.00

### Services and Charges

101-7753-423.	81-01	Professional Services	17,000.00
	81-04	Jr. Golf Transfer	8,000.00
	81-12	Computer Services	62,390.00
	82-01	Telephone	4,000.00
	83-04	Membership Dues	350.00
	83-05	Travel	1,350.00
	83-06	Education & Training	1,000.00
	84-01	Operating Insurance	3,860.00
	85-01	Utilities (Center & Ball field)	75,000.00
	85-05	Utilities (Pool)	80,000.00
	86-30	Maintenance & Repair (General)	40,000.00
	86-31	Maintenance & Repair (Pool)	58,000.00
	87-04	C.F. Schools' Facilities Rental	30,000.00
	87-05	Vehicle Maintenance	14,600.00
	87-06	Beach House Reserve	5,000.00
	89-04	Sales Tax	75,000.00
	89-06	Operations (Indoor Pool)	42,000.00
	89-14	Refunds	5,000.00
	89-15	Credit Card Charge	23,000.00

## Item G.2.b.

### Capital Outlay

101-7753-423. 92-01	Structures, Improvements & Buildings	18,700.00	
TOTAL RECREATION SERVICES DIVISION:			1,901,240.00

### PUBLIC BUILDINGS:

#### Personal Services

101-7716-446. 61-01	Salaries & Wages (Reg)	63,780.00	
61-02	Part-time	23,430.00	
61-03	Overtime	780.00	
62-01	Payroll Accrual	280.00	
62-02	Severance Accrual	1,040.00	
64-01	Health Insurance Premiums	13,670.00	
64-02	Health Insurance Reimbursements	190.00	
64-03	Life Insurance	200.00	
64-04	Long Term Disability	260.00	
64-05	Worker's Compensation Insurance	980.00	
65-01	F.I.C.A.	6,730.00	
66-01	I.P.E.R.S.	8,300.00	

#### Commodities

101-7716-446. 72-01	Operating Supplies	57,000.00	
72-17	Uniforms	1,500.00	
72-54	Building	3,430.00	
73-05	Operating Equipment	15,000.00	
73-06	Building Repair	47,000.00	

#### Services and Charges

101-7716-446. 81-08	Pest Control	130.00	
81-12	Computer Services	26,070.00	
82-01	Telephone	1,000.00	
82-04	Radio	300.00	
84-01	Operating Insurance	1,640.00	
85-01	Public Utility Services	127,000.00	
86-02	Building & Grounds	276,020.00	
86-14	Mechanical Equipment Servicing	15,000.00	
86-30	Maintenance & Upkeep	6,000.00	
87-05	Vehicle Maintenance	4,540.00	

### Capital Outlay

101-7716-446. 93-01	Equipment	85,000.00	
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TOTAL PUBLIC BUILDINGS SECTION:			786,270.00
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### FIRE DEPARTMENT

#### Personal Services

101-4511-414. 61-01	Salaries & Wages (Reg)	1,947,850.00	
61-02	Part-time	18,250.00	
61-03	Overtime	25,000.00	
61-78	Part-time - POC/PSO Program	216,420.00	
62-01	Payroll Accrual	9,570.00	
62-02	Severance Accrual	35,270.00	
64-01	Health Insurance Premiums	361,040.00	
64-02	Health Insurance Reimbursements	5,260.00	
64-03	Life Insurance	6,150.00	
64-04	Long Term Disability	8,660.00	

# Item G.2.b.

65-01	F.I.C.A.	29,750.00
66-01	I.P.E.R.S.	6,110.00

## Commodities

101-4511-414.	71-01	Office Supplies	3,500.00
	72-02	Laundry	500.00
	72-04	SCBA Supplies	6,000.00
	72-07	EMS/Rescue Supplies	7,000.00
	72-08	Camera/Photo	500.00
	72-09	Equipment Repair	7,500.00
	72-10	Fire Prevention	7,000.00
	72-11	Dues, Books & Magazines	4,500.00
	72-19	Printing	1,750.00
	72-20	Firefighter Equipment Supplies	12,000.00
	72-23	Radio Fees & MDC fees	13,000.00
	72-77	Volunteer Recruiting & Supplies	5,000.00
	72-78	Fire Investigations	500.00
	72-99	Postage	3,500.00
	73-02	Dormitory Furnishings	4,000.00
	73-06	Building Repair	5,000.00
	73-10	Headquarter Supplies	5,500.00

## Services and Charges

101-4511-414.	81-12	Computer Services	106,040.00
	81-46	Emergency Management Agency	57,750.00
	81-71	Consolidated Dispatch	112,770.00
	81-75	NIRG	19,630.00
	82-01	Telephone	10,400.00
	83-05	Travel (Food/Mileage/Lodging)	15,500.00
	83-06	Education & Training	19,000.00
	84-01	Operating Insurance	6,570.00
	85-01	Utilities & Heating	22,000.00
	86-01	Repair & Maintenance	3,500.00
	86-50	Service Contract	9,000.00
	87-05	Vehicle Maintenance	119,040.00
	89-40	Uniform Allowance	25,000.00

## Capital Outlay

101-4511-414.	93-01	Equipment	5,000.00
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TOTAL FIRE DEPARTMENT:

3,287,280.00

## POLICE DEPARTMENT

### Personal Services

101-5521-415.	61-01	Salaries & Wages (Reg)	3,473,650.00
	61-02	Part-time	44,210.00
	61-03	Overtime - Regular	56,000.00
	61-05	Comm. Service Officers	103,360.00
	61-70	Overtime - Holiday	14,000.00
	61-77	Reserve-External	14,000.00
	61-78	Reserve - Paid On-Call Program	68,160.00
	62-01	Payroll Accrual	15,630.00
	62-02	Severance Accrual	57,550.00
	64-01	Health Insurance Premiums	572,430.00
	64-02	Health Insurance Reimbursements	9,350.00
	64-03	Life Insurance	3,410.00
	64-04	Long Term Disability	14,310.00

## Item G.2.b.

65-01	F.I.C.A.	92,530.00	
66-01	I.P.E.R.S.	24,920.00	
<u>Commodities</u>			
101-5521-415.	71-01	Office Supplies	6,200.00
	71-04	Tickets	2,000.00
	71-05	Advertising & Notices	400.00
	71-07	Code Enforcement	4,500.00
	72-01	Operating Supplies	21,000.00
	72-08	Photo & Identification	11,000.00
	72-11	Magazines & Subscriptions	2,500.00
	72-19	Printing	3,750.00
	72-20	Officers' Equipment	40,000.00
	72-21	Community Service Projects	3,500.00
	72-23	Radio Fees & MDC fees	30,000.00
	72-24	Ammunition	26,000.00
	72-29	MIRT Equipment	3,500.00
	72-33	Police Auxiliary Program	6,000.00
	72-34	Community Srvc. Officer Program	2,500.00
	72-99	Postage	2,400.00
<u>Services and Charges</u>			
101-5521-425.	81-20	Humane Society	84,000.00
	81-21	After Hours Animal Control	2,000.00
101-5521-415.	81-01	Professional Services	2,500.00
	81-12	Computer Services	218,210.00
	81-58	Witness fees/Subpoenas	2,500.00
	81-70	Contract Services	2,500.00
	81-71	Consolidated Dispatch	225,540.00
	82-01	Telephone	22,400.00
	83-04	Dues & Memberships	2,300.00
	83-05	Travel (Food/Mileage/Lodging)	25,000.00
	83-06	Education & Training	25,000.00
	84-01	Operating Insurance	9,740.00
	85-01	Utilities	1,000.00
	86-05	Equipment Repairs	10,000.00
	86-06	Weapon Maintenance	1,500.00
	87-05	Vehicle Maintenance	260,690.00
	89-40	Uniform Allowance	30,000.00
	89-43	Buy Money	1,000.00
<u>Capital Outlay</u>			
101-5521-415.	93-01	Equipment	23,000.00
TOTAL POLICE DEPARTMENT:			5,677,640.00
TOTAL GENERAL FUND:			26,251,990.00
<u>OTHER FUNDS</u>			
CABLE TELEVISION FUND			
<u>Personal Services</u>			
254-1088-431.	61-01	Salaries & Wages (Reg)	175,140.00
	61-02	Part-time	59,290.00
	61-03	Overtime	1,000.00
	62-01	Payroll Accrual	760.00
	62-02	Severance Accrual	2,770.00

## Item G.2.b.

64-01	Health Insurance Premiums	38,250.00	
64-02	Health Insurance Reimbursements	530.00	
64-03	Life Insurance	520.00	
64-04	Long Term Disability	670.00	
64-05	Worker's Compensation Insurance	710.00	
65-01	F.I.C.A.	17,550.00	
66-01	I.P.E.R.S.	21,660.00	
<u>Commodities</u>			
254-1088-431.	71-05 Advertising	200.00	
	72-01 Operating Supplies	9,000.00	
	73-01 Repair & Maintenance Supplies	3,000.00	
<u>Services and Charges</u>			
254-1088-431.	81-12 Computer Services	19,910.00	
	81-37 Legal Services	5,000.00	
	82-01 Telephone	1,300.00	
	83-05 Travel (Food/Mileage/Lodging)	1,500.00	
	83-06 Education & Training	1,000.00	
	84-01 Operating Insurance	5,580.00	
	86-01 Repair & Maintenance	5,000.00	
	87-05 Vehicle Maintenance Fund	4,630.00	
	89-18 Community Programming	35,000.00	
<u>Capital Outlay</u>			
254-1088-431.	92-01 Structures, Improvements & Buildings	45,000.00	
	93-01 Equipment	130,000.00	
<u>Transfers</u>			
254-1088-481.	50-01 General Fund Transfer	25,190.00	
TOTAL CABLE TELEVISION FUND:			610,160.00
DATA PROCESSING FUND			
<u>Personal Services</u>			
606-1078-441.	61-01 Salaries & Wages (Reg)	360,160.00	
	61-02 Part-Time	28,880.00	
	61-03 Overtime	210.00	
	62-01 Payroll Accrual	1,590.00	
	62-02 Severance Accrual	5,870.00	
	64-01 Health Insurance Premiums	59,260.00	
	64-02 Health Insurance Reimbursements	950.00	
	64-03 Life Insurance	1,110.00	
	64-04 Long Term Disability	1,450.00	
	64-05 Worker's Compensation Insurance	2,130.00	
	65-01 F.I.C.A.	29,790.00	
	66-01 I.P.E.R.S.	36,750.00	
<u>Commodities</u>			
606-1078-441.	71-01 Office Supplies	7,500.00	
	72-01 Operating Supplies	3,500.00	

## Item G.2.b.

### Services and Charges

606-1078-441.	81-01	Professional Services	1,000.00
	81-40	Public Information Program: Currents	32,500.00
	81-41	EGOV	30,000.00
	81-42	CJIS Operations & System Expansion	25,000.00
	81-43	Library Computer Services	35,000.00
	81-70	Contract Services	30,000.00
	82-01	Telephone	6,000.00
	82-30	Fiber Optics	53,600.00
	83-05	Travel (Food/Mileage/Lodging)	1,500.00
	83-06	Education & Training	6,000.00
	84-01	Operating Insurance	9,510.00
	86-01	Repair Maintenance	30,000.00
	86-10	Software Support Agreements	170,000.00

### Capital Outlay

606-1078-441.	93-01	Equipment	322,950.00
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TOTAL DATA PROCESSING FUND:

1,292,210.00

### PARKING FUND

#### Personal Services

258-5531-435.	61-01	Salaries & Wages (Reg)	13,720.00
	61-02	Part-time	65,220.00
	62-01	Payroll Accrual	60.00
	62-02	Severance Accrual	220.00
	64-01	Health Insurance	4,370.00
	64-02	Health Insurance Reimbursement	60.00
	64-03	Life Insurance	50.00
	64-04	Long Term Disability	60.00
	64-05	Worker's Compensation Insurance	830.00
	65-01	F.I.C.A.	6,040.00
	66-01	I.P.E.R.S.	7,460.00

#### Commodities

258-5531-435.	71-01	Office Supplies	500.00
	71-04	Ticket Envelopes	3,000.00
	72-01	Operating Supplies	3,000.00
	72-17	Uniforms	500.00
	72-99	Postage	500.00

#### Services and Charges

258-5531-435.	81-12	Computer Services	7,050.00
	81-22	Consultant - Parking Study	50,000.00
	81-48	Contract Services	50,000.00
	82-01	Telephone	650.00
	84-01	Operating Insurance	1,970.00
	86-01	Repair & Maintenance	500.00
	87-05	Vehicle Maintenance Fund	2,860.00

#### Capital Outlay

258-5531-435.	92-01	Structures, Improvements & Buildings	82,340.00
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#### Transfers

258-5531-485.	50-01	Transfers to General Fund	9,880.00
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TOTAL PARKING FUND: 310,840.00

VEHICLE REPLACEMENT FUND

Capital Outlay

685-7798-446. 93-01 Equipment 330,000.00

TOTAL VEHICLE REPLACEMENT FUND: 330,000.00

DEBT SERVICE FUND

311-1801-468. 41-17	2009A Capital Loan Notes-TIF/Princ.	155,000.00
41-37	2012 Sewer Financing Principal	855,000.00
41-38	2016 Sewer Bonds Principal	560,000.00
41-67	2016 GO Bonds	255,000.00
41-63	2009 Capital Loan Notes/Princ.	210,000.00
41-36	Sewer SRF Loan/Princ.	298,000.00
41-39	2018 Sewer Bonds	370,000.00
41-68	2018 GO Bonds	215,000.00
42-17	2009A Capital Loan Notes-TIF/Inter.	35,840.00
42-37	2012 Sewer Financing Interest	210,540.00
42-38	2016 Sewer Bonds Interest	122,300.00
42-67	2016 Go Bonds/Interest	43,600.00
42-63	2009 Capital Loan Notes/Inter.	13,880.00
42-36	Sewer SRF Loan/Interest	183,430.00
42-39	2018 Sewer Bonds/Interest	104,380.00
42-68	2018 Go Bonds/Interest	78,680.00

311-1801-481. 50-00 TIF Transfers 3,169,740.00

TOTAL DEBT SERVICE FUND: 6,880,390.00

HOSPITAL FUND

Services and Charges

215-1230-421. 89-45 Farm Taxes 7,500.00

Capital Outlay

215-1230-421. 92-01 Structures, Improvements & Buildings 0.00

TOTAL HOSPITAL FUND: 7,500.00

TRUST AND AGENCY FUND

292-5521-415. 53-01	Police Retirement	912,940.00
292-5521-415. 54-01	Police Work Comp	61,650.00
293-4511-414. 53-02	Fire Retirement	552,460.00
293-4511-414. 54-02	Fire Work Comp	131,400.00

Transfers

724-0000-487. 50-01	Transfers to General Fund	1,950,610.00
724-0000-487. 50-03	Transfers to S.S.M.I.D. - downtown	172,700.00
724-0000-487. 50-06	Transfers to S.S.M.I.D. - college hill	28,350.00

TOTAL TRUST AND AGENCY FUND: 3,810,110.00

# Item G.2.b.

## GENERAL OBLIGATION BOND FUND

### Capital Outlay

437-1220-431.	95-48	Bunker Gear	50,000.00
	98-79	Center Street Trail	216,670.00
	98-33	Fire Truck	500,000.00
	95-12	Greenhill Road Extension	750,000.00
	98-67	Hudson Rd. Recreation Trail Phase IV	56,000.00
	98-80	Infrastructure Oversizing	50,000.00
	98-81	Pickleball Courts	150,000.00
	98-69	Project Seeding	25,000.00
	98-26	Cedar River Levee Improvements	1,350,000.00
	95-73	Sidewalk Reconstruction Program	40,000.00
436-1220-431.	92-53	W. 1st Street Reconstruction	4,005,100.00
	98-62	Clay Street Park Drainage	50,000.00
	98-66	Sidewalk Infill	5,000.00

TOTAL GENERAL OBLIGATION BOND FUND: 7,247,770.00

## TIF BOND FUND

430-1220-431.	92-54	Downtown Streetscape	122,250.00
	94-29	College Hill Maintenance & Improvements	30,000.00
	97-56	Prairie Parkway Landscaping	120,000.00
	97-57	Parking Lot Signage	8,330.00
	95-76	Downtown Maintenance & Improvements	10,000.00
	97-64	Viking Road Extension	200,000.00
	97-69	Hwy. 58 Interesection & Viking Rd. LT Improvements	10,713,970.00
	97-80	North Industrial Park Insurance & Maintenance	30,000.00
	97-82	Downtown Brick Replacement	15,000.00
	97-87	River Place Development	500,000.00
	97-93	Wayfinding Signage	24,000.00
	97-98	Main Street Alley	100,000.00
	97-99	Mill Race	33,000.00

TOTAL TIF BOND FUND: 11,906,550.00

## STREET REPAIR FUND

### Capital Outlay

242-1240-431.	92-44	Street Reconstruction	2,075,000.00
	92-46	Street Restoration	2,075,000.00
	92-59	Center Street Railroad Crossing	28,000.00
	92-51	Seal Coat	100,000.00
	92-53	West 1st St.	1,912,900.00
	92-84	Cedar Heights Drive	75,000.00
	95-16	University Avenue	689,000.00

TOTAL STREET REPAIR FUND: 6,954,900.00

CAPITAL PROJECTS FUND

Capital Outlay

443-1220-431.	50-01	Design/Construction/Inspection	400,000.00
	92-41	Commercial Property Buyouts	70,000.00
	94-90	Downtown TIF-SSMD Reimbursement	30,170.00
	98-03	Code Enforcement, Property Clean-up, Condemnation	40,000.00
	98-03	Property Demolitions/Acquisitions	25,000.00
	98-35	Northern Cedar Falls Landscaping Improvements	25,000.00
	98-40	Public Safety Building	6,922,680.00
	98-73	Inclusive Park	540,000.00
	98-78	Island Park Masterplan (H/M Reserves)	100,000.00
	98-90	College Hill TIF SSMID Reimbursement	2,880.00

TOTAL CAPITAL PROJECTS FUNDS: 8,155,730.00

FLOOD RESERVE FUND

405-1220-431.	98-77	Center Street Improvements	30,000.00
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TOTAL FLOOD RESERVE FUNDS: 30,000.00

COMMUNITY CENTER AND SENIOR SERVICES FUND

Personal Services

262-1092-423.	61-02	Part-Time	14,000.00
	64-05	Worker's Compensation	210.00
	65-01	FICA	1,070.00
	66-01	IPERS	1,320.00

Commodities

262-1092-423.	71-01	Office Supplies	700.00
	72-01	Operating Supplies	2,400.00
	72-19	Printing	300.00
	72-99	Postage	600.00
	73-54	Promotional Materials	400.00

Services and Charges

262-1092-423	81-12	Computer Services	1,890.00
	82-01	Telephone	750.00
	84-01	Insurance	460.00
	85-01	Utilities	15,000.00
	86-01	Repairs & Maintenance	4,000.00
	87-01	Contract Rentals	1,000.00
	89-08	Trips Buses	12,000.00

Capital Outlay

262-1092-423.	93-01	Equipment	500.00
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Transfers

262-1092-483.	50-01	Transfer to General Fund	14,130.00
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TOTAL COMMUNITY CENTER & SENIOR SERVICES FUND: 70,730.00

# Item G.2.b.

## BLOCK GRANT FUND

### Personal Services

223-2224-432.	61-01	Salaries & Wages (Reg)-PPM	16,668.00
	62-01	Payroll Accrual-PPM	80.00
	62-02	Severance Accrual-PPM	274.00
	64-01	Health Insurance Premiums-PPM	3,444.00
	64-02	Health Insurance Reimbursements-PPM	60.00
	64-03	Life Insurance-PPM	62.00
	64-04	Long Term Disability-PPM	74.00
	64-05	Worker's Compensation Insurance-PPM	31.00
	65-01	F.I.C.A.-PPM	1,272.00
	66-01	I.P.E.R.S.-PPM	1,581.00

### Commodities

223-2224-432.	71-01	Office Supplies	100.00
	72-01	Operating Supplies	150.00
	72-11	Books, Magazines & Dues	100.00
	72-19	Printing	100.00
	72-25	Mileage	50.00
	72-99	Postage	150.00

### Services and Charges

223-2224-432.	81-01	Contracted Services	40,000.00
	81-12	Computer Services	7,980.00
	82-01	Telephone	300.00
	83-05	Travel (Food/Mileage/Lodging)	500.00
	83-06	Education & Training	500.00
	84-01	Operating Insurance	930.00
	86-01	Equipment Maintenance	160.00

### Personal Services

223-2234-432.	61-01	Salaries & Wages	8,992.00
	62-01	Payroll Accrual - HR	40.00
	62-02	Severance Accrual - HR	146.00
	64-01	Health Insurance Premiums - HR	2,186.00
	64-02	Health Insurance Reimbursements - HR	30.00
	64-03	Life Insurance - HR	28.00
	64-04	Long Term Disability - HR	36.00
	64-05	Worker's Compensation Insurance - HR	19.00
	65-01	F.I.C.A - HR	688.00
	66-01	I.P.E.R.S. - HR	849.00

### Services and Charges

223-2234-432.	89-50	Housing Rehabilitation	125,000.00
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TOTAL BLOCK GRANT FUND:

212,580.00

## HOUSING VOUCHERS FUND

### Personal Services

217-2214-432.	61-01	Salaries & Wages (Reg)	40,410.00
	61-02	Part-Time	27,320.00
	61-03	Overtime	1,040.00
	62-01	Payroll Accrual	180.00
	62-02	Severance Accrual	660.00
	64-01	Health Insurance Premiums	9,630.00
	64-02	Health Insurance Reimbursements	140.00

## Item G.2.b.

64-03	Life Insurance	130.00
64-04	Long Term Disability	160.00
64-05	Worker's Compensation Insurance	90.00
65-01	F.I.C.A.	5,260.00
66-01	I.P.E.R.S.	6,500.00

### Commodities

217-2214-432.	71-01	Office Supplies	300.00
	72-01	Operating Supplies	440.00
	72-11	Books, Magazines & Dues	700.00
	72-25	Mileage	100.00
	72-99	Postage	1,500.00

### Services and Charges

217-2214-432.	81-01	Professional Services	4,500.00
	81-12	Computer Services	45,110.00
	82-01	Telephone	700.00
	83-05	Travel (Food/Mileage/Lodging)	1,000.00
	83-06	Education & Training	1,000.00
	84-01	Operating Insurance	4,240.00
	89-61	Housing Assistance - Occupied	1,173,000.00
	89-63	Housing Assistance - Damages	8,000.00
	89-65	Administrative Fee Due Others	2,500.00

TOTAL HOUSING VOUCHERS FUND:

1,334,610.00

### STORM WATER FUND

#### Personal Services

555-2230-432.	61-01	Salaries & Wages (Reg)	173,300.00
	61-02	Part-Time	2,000.00
	61-03	Overtime	3,000.00
	62-01	Payroll Accrual	770.00
	62-02	Severance Accrual	2,830.00
	64-01	Health Insurance Premiums	24,740.00
	64-02	Health Insurance Reimbursements	610.00
	64-03	Life Insurance	540.00
	64-04	Long Term Disability	690.00
	64-05	Worker's Compensation Insurance	4,880.00
	65-01	F.I.C.A.	13,490.00
	66-01	I.P.E.R.S.	16,640.00

#### Commodities

555-2230-432.	72-01	Operating Supplies	2,000.00
	72-08	Photography Supplies	300.00
	72-26	Testing & Labs	1,000.00
	73-34	Storm Sewers	22,000.00

#### Services and Charges

555-2230-432.	81-12	Computer Services	30,580.00
	81-40	Public Information	7,800.00
	82-01	Telephone	1,500.00
	83-04	Membership Dues	4,320.00
	83-05	Travel	1,000.00
	83-06	Education & Training	1,500.00
	84-01	Insurance	6,820.00
	86-01	Repair Maintenance	49,100.00

## Item G.2.b.

86-20	Storm Sewers	25,000.00
86-26	ARC Map Modeling	5,000.00
86-34	Billing & Collecting	57,900.00

### Capital Outlay

555-2230-432.	92-01	Structures, Improve. & Bldgs.	579,750.00
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### Transfers

555-2230-432.	50-01	Transfers to General Fund	35,120.00
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TOTAL STORM WATER FUND:

1,074,180.00

## SEWER RENTAL FUND

### O & M SEWER SECTION

#### Personal Services

552-7755-436.	61-01	Salaries & Wages (Reg)	156,410.00
	61-02	Part-time	92,060.00
	61-03	Overtime	1,000.00
	62-01	Payroll Accrual	690.00
	62-02	Severance Accrual	2,550.00
	64-01	Health Insurance Premiums	40,990.00
	64-02	Health Insurance Reimbursements	570.00
	64-03	Life Insurance	480.00
	64-04	Long Term Disability	630.00
	64-05	Worker's Compensation Insurance	8,320.00
	65-01	F.I.C.A.	19,010.00
	66-01	I.P.E.R.S.	23,450.00

#### Commodities

552-7755-436.	71-01	Office Supplies	200.00
	71-06	Office Equipment Supplies	200.00
	72-01	Operating Supplies	3,000.00
	72-16	Tools	1,000.00
	72-17	Uniforms	800.00
	72-19	Printing	100.00
	72-53	TV Equipment	14,000.00
	72-54	Building	2,500.00
	72-56	Flood Control	2,000.00
	72-60	Safety Supplies	3,000.00
	72-99	Postage	200.00
	73-05	Operating Equipment	6,000.00
	73-06	Building & Grounds	6,000.00
	73-13	Sanitary Sewers	25,000.00
	73-19	Barricades & Flashers	1,200.00
	73-27	Iowa One Call	4,000.00

#### Services and Charges

552-7755-436.	81-12	Computer Services	35,350.00
	82-01	Telephone	2,500.00
	83-04	Membership Dues	600.00
	83-05	Travel	500.00

# Item G.2.b.

83-06	Education	1,500.00
84-01	Operating Insurance	7,980.00
85-01	Utilities	170,000.00
86-01	Repairs & Maintenance	3,000.00
86-09	Office Equipment	200.00
86-12	Towels	500.00
86-13	Sanitary Sewers	25,000.00
86-18	Sanitary Sewers root control	25,000.00
87-03	Equipment	4,000.00
87-05	Vehicle Maintenance Fund	22,530.00

## Capital Outlay

552-7755-436.	92-01	Structures, Improvements & Buildings	285,000.00
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## Transfers

552-7755-486.	50-01	Transfers to General Fund	7,030.00
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TOTAL O & M SEWER SECTION:

1,006,050.00

## WATER RECLAMATION

### Personal Services

552-2265-436.	61-01	Salaries & Wages (Reg)	626,730.00
	61-02	Part-Time	40,100.00
	61-03	Overtime	15,000.00
	62-01	Payroll Accrual	2,770.00
	62-02	Severance Accrual	10,200.00
	64-01	Health Insurance Premiums	132,690.00
	64-02	Health Insurance Reimbursements	2,110.00
	64-03	Life Insurance	1,920.00
	64-04	Long Term Disability	2,500.00
	64-05	Worker's Compensation Insurance	11,680.00
	65-01	F.I.C.A.	50,910.00
	66-01	I.P.E.R.S.	62,820.00

### Commodities

552-2265-436.	71-01	Office Supplies	500.00
	71-06	Office Equipment Supplies	300.00
	72-05	Fuel for Generator	2,000.00
	72-11	Books, Magazines & Periodicals	500.00
	72-16	Tools	2,000.00
	72-17	Uniforms	1,500.00
	72-19	Printing & Supplies	500.00
	72-26	Testing & Lab	16,000.00
	72-60	Safety Supplies	5,000.00
	72-67	Odor Control	5,000.00
	72-99	Postage	400.00
	73-05	Operating Equipment	100,000.00
	73-06	Building & Grounds	8,000.00
	73-36	Supplies - Sanitary Lift Stations	30,000.00

### Services and Charges

552-2265-436.	81-12	Computer Services	63,390.00
	81-51	Post Employment Physicals	1,100.00

## Item G.2.b.

81-52	Drug Testing	1,000.00	
82-01	Telephone	2,000.00	
82-04	Radio	1,500.00	
83-04	Membership Dues	2,000.00	
83-05	Travel	800.00	
83-06	Education & Training	1,200.00	
84-01	Operating Insurance	19,410.00	
85-01	Public Utility Service	200,000.00	
86-01	Repair & Maintenance	45,000.00	
86-09	Office Equipment	500.00	
86-12	Services/Towels	1,100.00	
86-29	Services/Lab & Testing	12,000.00	
86-33	Services/Sludge Removal	20,000.00	
86-34	Services/Billing & Collecting	57,900.00	
87-03	Rental Equipment	2,000.00	
87-05	Vehicle Maintenance Fund	87,900.00	
89-04	Sales Tax	54,000.00	
89-09	Farm Lease	121,000.00	
89-14	Sewer Refunds	4,000.00	
89-81	Cafeteria & Benefits Plan	4,000.00	
<u>Capital Outlay</u>			
552-2265-436.	92-01	Structures, Improve. & Bldgs.	210,000.00
	93-01	Equipment	30,000.00
<u>Transfers</u>			
552-2265-486.	43-01	Transfers to Debt Service	2,703,650.00
	50-01	Transfers to General Fund	109,290.00
TOTAL WATER RECLAMATION:			4,885,870.00
TOTAL SEWER RENTAL FUND:			5,891,920.00
SEWER REVENUE BOND FUND			
<u>Capital Outlay</u>			
545-7755-436.	92-53	West 1st Street	720,000.00
	96-81	Dry Run Creek Sanitary Sewer Improvements	500,000.00
TOTAL SEWER REVENUE BOND FUND:			1,220,000.00
VISITORS & TOURISM FUND			
<u>Personal Services</u>			
261-7791-423.	61-01	Salaries & Wages (Reg)	101,370.00
	61-02	Part-time	91,580.00
	62-01	Payroll Accrual	430.00
	62-02	Severance Accrual	1,570.00
	64-01	Health Insurance Premium	13,660.00
	64-02	Health Insurance Reimbursement	190.00
	64-03	Life	290.00
	64-04	Long Term Disability	390.00
	64-05	Worker's Compensation Insurance	2,750.00
	65-01	F.I.C.A.	14,380.00
	66-01	I.P.E.R.S.	17,740.00



## Item G.2.b.

### Commodities

261-7791-423.	71-01	Office Supplies	1,000.00
	72-01	Operating Supplies	1,000.00
	72-99	Postage	7,500.00
	73-52	Brochures and Publications	10,000.00
	73-53	Internet Design	5,000.00
	73-54	Promotional Items	10,000.00
	73-55	Media	62,570.00
	73-56	Research & Special Projects	2,500.00
	73-57	Gift Shop	6,000.00

### Services and Charges

261-7791-423.	81-12	Computer Services	21,310.00
	82-01	Telephone	2,700.00
	83-04	Dues & Memberships	3,000.00
	83-05	Travel	4,000.00
	83-06	Education	2,000.00
	83-07	Registration	3,000.00
	84-01	Insurance	6,290.00
	85-01	Utilities	12,000.00
	85-20	Internet Service	3,000.00
	85-21	Copier Lease & Use	250.00
	85-50	Community Awareness	5,000.00
	85-51	Events, Bids, & Sponsorships	5,000.00
	85-52	Grants	80,740.00
	88-43	Comm. Betterment Grants	24,380.00
	88-47	Economic Development Grants	43,500.00

### Capital Outlay

261-7791-423.	92-01	Structures, Improve. & Buildings	227,730.00
	93-01	Equipment	2,200.00

### Transfers

261-7791-483.	50-01	Transfers to General Fund	4,600.00
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TOTAL VISITORS & TOURISM FUND: 800,620.00

### MUNICIPAL OPERATIONS & PROGRAMS CAPITAL RESERVES FUND

#### Capital Outlay

295-7753-423.	92-01	Structures, Improve. & Bldg-Softball	75,000.00
297-7753-423.	92-01	Structures, Improve. & Bldg-Rec. Ctr.	40,000.00
298-7780-423.	92-01	Structures, Improve. & Bldg-Hearst Center	41,300.00

TOTAL MUNICIPAL OPERATIONS & PROGRAMS CAPITAL RESERVES FUND: 156,300.00

# Item G.2.b.

## REFUSE FUND

### ADMINISTRATION

#### Personal Services

551-7775-436.	61-01	Salaries & Wages (Reg)	243,320.00
	61-02	Part-time	33,970.00
	62-01	Payroll Accrual	1,080.00
	62-02	Severance Accrual	3,970.00
	64-01	Health Insurance Premiums	29,640.00
	64-02	Health Insurance Reimbursements	480.00
	64-03	Life Insurance	740.00
	64-04	Long Term Disability	970.00
	64-05	Worker's Compensation Insurance	580.00
	65-01	F.I.C.A.	21,210.00
	66-01	I.P.E.R.S.	26,180.00

#### Commodities

551-7775-436.	71-01	Office Supplies	1,000.00
	71-06	Office Equipment Supplies	500.00
	72-01	Operating Supplies	500.00
	72-11	Books	500.00
	72-19	Printing & Supplies	500.00
	72-60	Safety Supplies	100.00
	72-99	Postage	1,000.00

#### Services and Charges

551-7775-436.	81-12	Computer Services	12,470.00
	82-01	Telephone	2,500.00
	83-04	Membership Dues	200.00
	83-05	Travel	250.00
	83-06	Education	350.00
	84-01	Operating Insurance	5,860.00
	86-01	Repair & Maintenance	500.00
	86-09	Office Equipment Maintenance	750.00
	87-05	Vehicle Maintenance Fund	7,720.00

TOTAL ADMINISTRATION:

396,840.00

### O & M REFUSE SECTION

#### Personal Services

551-7785-436.	61-01	Salaries & Wages (Reg)	430,750.00
	61-02	Part-time	212,870.00
	61-03	Overtime	11,330.00
	62-01	Payroll Accrual	2,440.00
	62-02	Severance Accrual	7,020.00
	64-01	Health Insurance Premiums	109,320.00
	64-02	Health Insurance Reimbursements	1,520.00
	64-03	Life Insurance	1,260.00
	64-04	Long Term Disability	1,630.00
	64-05	Worker's Compensation Insurance	22,170.00
	65-01	F.I.C.A.	46,680.00
	66-01	I.P.E.R.S.	57,600.00

## Item G.2.b.

### Commodities

551-7785-436.	71-01	Office Supplies	1,190.00
	71-05	Advertising	1,570.00
	71-06	Office Equipment Supplies	590.00
	72-01	Operating Supplies	3,500.00
	72-11	Books, Magazines & Periodicals	250.00
	72-16	Tools	570.00
	72-17	Uniforms	2,500.00
	72-19	Printing & Supplies	1,670.00
	72-54	Building	7,130.00
	72-56	Flood Control	1,900.00
	72-60	Safety Supplies	4,200.00
	72-64	Automated Carts	49,850.00
	72-66	Dumpster Replacements	6,000.00
	72-99	Postage	1,570.00
	73-01	Repair & Maintenance Supplies	4,000.00
	73-05	Operating Equipment	9,000.00
	73-06	Building & Grounds	3,350.00

### Services and Charges

551-7785-436.	81-12	Computer Services	68,600.00
	81-51	Post Employment Physicals	600.00
	81-52	Drug Testing	2,000.00
	82-01	Telephone	1,600.00
	83-04	Membership Dues	400.00
	83-05	Travel	760.00
	83-06	Education	500.00
	84-01	Operating Insurance	17,780.00
	85-01	Utilities & Heating	48,000.00
	86-01	Operating Equipment	1,600.00
	86-09	Office Equipment	300.00
	86-12	Towels	300.00
	86-34	Billing & Collecting	62,900.00
	86-35	Services/Scales	7,000.00
	86-36	Transfer Station Maintenance	15,000.00
	86-37	Refuse Cart Tracking Software/Elect	3,000.00
	87-02	Material Disposal/Handling	592,000.00
	87-03	Equipment Rental	2,000.00
	87-05	Vehicle Maintenance Fund	358,820.00
	89-04	Sales Tax	3,000.00
	89-81	Cafeteria & Benefits Plan	4,000.00
551-7785-426.	81-20	Disposal of Dead Animals	36,000.00

### Capital Outlay

551-7785-436.	92-01	Structures, Improv., Buildings	50,000.00
551-7785-436.	93-01	Equipment	220,000.00

### Transfers

551-7785-486.	50-01	Transfers to General Fund	137,880.00
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TOTAL O & M REFUSE SECTION: 2,637,470.00

TOTAL REFUSE FUND: 3,034,310.00

# Item G.2.b.

## STREET CONSTRUCTION FUND

### O & M STREET SECTION

#### Personal Services

206-7737-436.	61-01	Salaries & Wages (Reg)	903,650.00
	61-02	Part-time	124,940.00
	61-03	Overtime	20,450.00
	62-01	Payroll Accrual	5,190.00
	62-02	Severance Accrual	14,730.00
	64-01	Health Insurance Premiums	196,140.00
	64-02	Health Insurance Reimbursements	3,230.00
	64-03	Life Insurance	2,780.00
	64-04	Long Term Disability	3,610.00
	64-05	Worker's Compensation Insurance	37,390.00
	64-06	Unemployment	7,220.00
	65-01	F.I.C.A.	78,690.00
	66-01	I.P.E.R.S.	97,100.00

#### Commodities

206-7737-436.	71-01	Office Supplies	530.00
	71-06	Office Equipment Supplies	280.00
	72-11	Books, Magazines & Periodicals	470.00
	72-16	Tools	3,100.00
	72-17	Uniforms	3,590.00
	72-19	Printing & Supplies	190.00
	72-54	Building	2,380.00
	72-56	Flood Control	5,700.00
	72-57	Ice Control	230,000.00
	72-58	Dust Control	240.00
	72-60	Safety Supplies	5,580.00
	72-61	Weather Scan Program	2,380.00
	73-05	Operating Equipment	20,250.00
	73-06	Building & Grounds	4,750.00
	73-19	Barricades & Flashers	3,800.00
	73-28	Sidewalks	1,450.00
	73-30	Bridges	42,750.00
	73-32	Streets	107,850.00
	73-35	Brush/Weed Control	970.00
	73-37	Crack Sealing	50,000.00

#### Services and Charges

206-7737-436.	81-12	Computer Services	105,350.00
	81-18	INRCOG	6,280.00
	81-51	Post Employment Physicals	3,000.00
	81-52	Drug Testing	3,000.00
	81-70	Contracted Services	10,000.00
	82-01	Telephone	2,400.00
	83-04	Membership Dues	530.00
	83-05	Travel	1,260.00
	83-06	Education & Training	3,040.00
	84-01	Operating Insurance	34,160.00
	85-01	Utilities	42,000.00
	86-01	Operating Supplies	4,650.00

## Item G.2.b.

86-09	Office Equipment Maintenance	550.00
86-12	Towels	100.00
87-03	Equipment Rental	4,000.00
87-05	Vehicle Maintenance Fund	468,170.00
89-81	Cafeteria & Benefits Plan	4,000.00

### Capital Outlay

206-7737-436.	92-01	Structures, Improvements & Buildings	1,126,100.00
	93-01	Equipment	410,000.00

### Transfers

206-7737-486.	50-01	Transfers to General Fund	159,880.00
	50-02	Transfers to Refuse Fund	198,420.00

TOTAL O & M STREET SECTION: 4,568,270.00

### TRAFFIC OPERATIONS DIVISION

#### Personal Services

206-7747-436.	61-01	Salaries & Wages (Reg)	124,210.00
	61-02	Part-time	36,770.00
	61-03	Overtime	1,030.00
	62-01	Payroll Accrual	550.00
	62-02	Severance Accrual	2,030.00
	64-01	Health Insurance Premiums	27,330.00
	64-02	Health Insurance Reimbursements	380.00
	64-03	Life Insurance	380.00
	64-04	Long Term Disability	500.00
	64-05	Worker's Compensation Insurance	3,910.00
	65-01	F.I.C.A.	11,550.00
	66-01	I.P.E.R.S.	14,250.00

#### Commodities

206-7747-436.	71-01	Office Supplies	170.00
	72-01	Operating Supplies	12,000.00
	72-11	Books, Magazines & Periodicals	170.00
	72-16	Tools	1,500.00
	72-17	Uniforms	590.00
	72-19	Printing & Supplies	90.00
	72-60	Safety Supplies	1,080.00
	72-62	Paint	19,500.00
	72-63	Cones	190.00
	73-12	Traffic Signals	18,500.00
	73-19	Barricades	760.00
	73-20	Posts	11,000.00
	73-25	Traffic Signs	16,000.00
	73-26	Street Marker Signs	5,000.00
	73-39	Handicap Parking Decals	2,380.00
	73-41	Civil Defense Sirens	4,000.00

#### Services and Charges

206-7747-436.	81-12	Computer Services	19,420.00
	82-01	Telephone	1,000.00
	82-04	Radio	100.00

## Item G.2.b.

83-04	Membership Dues	250.00
83-05	Travel	1,180.00
83-06	Education & Training	2,450.00
84-01	Operating Insurance	5,690.00
86-01	Repairs & Maintenance	3,500.00
86-19	Traffic Signal Repair	4,200.00
86-70	Civil Defense Sirens Repair	2,000.00
86-71	Paint Traffic Signal Poles	2,000.00
86-72	Contract Street Painting	37,000.00
87-03	Equipment Rental	1,400.00
87-05	Vehicle Maintenance Fund	10,810.00

### Capital Outlay

206-7747-436.	92-01	Structures, Improvements & Buildings	200,000.00	
TOTAL TRAFFIC OPERATIONS DIVISION:				606,820.00

TOTAL STREET CONSTRUCTION FUND: 5,175,090.00

STREET IMPROVEMENT FUND

### Capital Outlay

TOTAL STREET IMPROVEMENT FUND 0.00

VEHICLE MAINTENANCE FUND

### Personal Services

685-7798-446.	61-01	Salaries & Wages (Reg)	233,040.00
	61-02	Part-time	111,580.00
	61-03	Overtime	5,150.00
	62-01	Payroll Accrual	1,030.00
	62-02	Severance Accrual	3,800.00
	64-01	Health Insurance Premiums	45,620.00
	64-02	Health Insurance Reimbursements	760.00
	64-03	Life Insurance	720.00
	64-04	Long Term Disability	930.00
	64-05	Worker's Compensation Insurance	4,570.00
	65-01	F.I.C.A.	26,360.00
	66-01	I.P.E.R.S.	32,530.00

### Commodities

685-7798-446.	71-01	Office Supplies	910.00
	71-06	Office Equipment Supplies	480.00
	72-01	Operating Supplies	1,480.00
	72-05	Gas, Oil & Diesel Fuel	513,000.00
	72-08	Photography	90.00
	72-11	Books, Magazines & Periodicals	90.00
	72-16	Tools	5,850.00
	72-17	Uniforms	1,060.00
	72-19	Printing & Supplies	280.00
	72-54	Building	3,580.00
	72-60	Safety Supplies	1,650.00
	73-04	Supplies/Vehicles	400,000.00

### Services and Charges

685-7798-446.	81-12	Computer Services	58,330.00
	82-01	Telephone	1,500.00
	83-04	Membership Dues	500.00

# Item G.2.b.

83-05	Travel	1,900.00
83-06	Education & Training	1,500.00
84-01	Operating Insurance	73,000.00
86-01	Operating Equipment	1,500.00
86-04	Radio & Communications	7,500.00
86-09	Office Equipment	900.00
86-11	Vehicle Maintenance Software Updates	4,120.00
86-12	Towels	1,600.00
86-15	Tire Repairs	16,500.00
87-01	Equipment Rentals	2,000.00
87-07	Shop Equipment	2,500.00
87-08	Work by outside agency	130,000.00

Capital Outlay

685-7798-446.	93-01	Equipment - Vehicle Locators	25,000.00
685-7798-446.	93-04	Equipment - Refurbish Vehicles	30,000.00

TOTAL VEHICLE MAINTENANCE FUND:

1,752,910.00

**GRAND TOTAL APPROPRIATIONS 2018-2019:**

**94,511,400.00**

SECTION 5. That this resolution shall take effect and be in force from and after July 1, 2018.

ADOPTED:

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

ATTEST:

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

**Item G.2.b.****CITY OF CEDAR FALLS  
FY19 BUDGET  
REVENUES**

<b>ACCOUNT NUMBER</b>	<b>REVENUE CATEGORY</b>	<b>BUDGET AMOUNT</b>
101-0000-311.01-00	Tax - Property - General	14,844,490
101-0000-312.00-00	Tax - Agricultural Land	18,050
101-4511-311.08-00	Tax - Property - EMA	396,060
101-0000-321.00-00	Utility Tax Replacement	36,850
101-0000-322.00-00	Tax - Mobile Home	31,000
101-0000-344.04-00	Transfer - Utilities (General)	1,835,000
101-0000-344.07-00	UNI Loan Repayment	15,000
101-0000-371.01-00	Miscellaneous Receipts	30,000
101-0000-382.01-02	Transfer - Leg/Admin/Mgt	569,180
101-0000-382.01-07	Transfer - Trust & Agency	1,950,610
101-1008-332.00-00	Business Licenses	6,000
101-1008-333.00-00	Cigarette Permits	2,000
101-1008-334.00-00	Liquor Licenses	50,000
101-1008-335.00-00	Pet Licenses	7,000
101-1028-361.01-00	Interest - General	74,700
101-1028-371.02-00	Cafeteria Plan	15,000
101-1199-311.03-00	Tax - Property - Insurance	241,340
101-1199-311.04-00	Tax - Property - Transit	376,180
101-1199-343.01-00	Grants - Cultural Services	30,000
101-1199-343.02-00	Grants - Library	25,000
101-1199-343.04-00	Grants - Parks & Recreation	20,000
101-1199-343.06-00	Grants - Fire	3,000
101-1199-343.07-00	Grants - Police Operations	15,000
101-1199-343.07-02	Grants - Police Officer	30,000
101-1199-343.07-04	Grants - Fire Equipment	1,000
101-2245-371-07-01	Economic Development	2,000
101-2225-350.01-00	Subdivision Inspections	80,000
101-2225-382.01-06	Engineering Design	400,000
101-2225-330.00-00	Engineering Permits	15,000
101-2235-336.00-00	Building Permits	800,000
101-2235-337.00-00	Miscellaneous Permits	25,000
101-2235-357.01-00	Electrical Inspections	85,000
101-2235-357.02-00	Mechanical Inspections	85,000
101-2235-357.03-00	Plumbing Inspections	85,000
101-2245-357.45-01	Planning & Zoning Fees	30,000
101-7703-311.05-00	Tax - Property - Band	30,000



**Item G.2.b.**

101-7703-323.01-00	Tax - Hotel/Motel - Visitor/Tourism	437,500
101-7703-323.02-00	Tax - Hotel/Motel - CV Soccer	10,000
101-7703-323.08-00	Tax - Hotel/Motel - Tourism Administration	25,000
101-7703-323.09-00	Tax - Hotel/Motel - Tourism Office	21,880
101-7703-323.10-00	Tax - Hotel/Motel - Tr. Maint/Reserve	43,750
101-7703-323.13-00	Tax - Hotel/Motel - Tourism Fund	78,750
101-7703-323.15-00	Tax-Hotel/Motel-HLS Capital	30,620
101-7713-338.00-00	Burial Permits	70,000
101-7713-356.51-00	Cemetery Lot Sales	45,000
101-7713-356.52-00	Marker Permits	5,000
101-7713-361.02-00	Interest - Cemetery	5,700
101-7733-323.04-00	Tax - Hotel/Motel - Park Improvement	78,750
101-7733-339-00-00	Paw Park Permits	4,000
101-7733-356.61-00	Park Receipts	8,000
101-7753-356.31-01	Rec. Center - Daily Admission	36,000
101-7753-356.31-02	Recreation - Special Pop./Events	16,000
101-7753-356.31-03	Rec. Center - Punch Tickets	11,000
101-7753-356.31-04	Recreation - Youth Sports & Activities	128,000
101-7753-356.31-05	Recreation - Adult Sports & Activities	65,000
101-7753-356.31-06	Rec. Center - Racquetball	1,000
101-7753-356.31-07	Recreation - Brochure Ads	400
101-7753-356.31-09	Recreation - Staff Shirts	800
101-7753-356.31-10	Recreation - Beach House/Rent	22,800
101-7753-356.31-13	Rec. Center - Memberships	286,500
101-7753-356.31-14	Recreation - Adult Exercise Program	85,000
101-7753-356.31-15	Recreation - Child Care	6,000
101-7753-356.31-19	Recreation - Drop Concessions	9,500
101-7753-356.31-21	Recreation - Youth Golf	7,000
101-7753-356.32-01	Recreation - Swim Program	44,000
101-7753-356.32-02	Recreation - Indoor Pools	11,000
101-7753-356.32-03	Recreation - Pool Rental	29,000
101-7753-356.32-04	Recreation - Pool Season Passes	187,000
101-7753-356.32-05	Recreation - Aquatic Center	189,000
101-7753-356.32-06	Recreation - Pool Concessions	90,000
101-1060-356.71-00	Library - Copy Machine	7,000
101-1060-356.72-00	Library - County Tax	21,000
101-1060-356.73-00	Library - Fines & Fees	30,000
101-1060-356.74-00	Library - Lost & Paid Book	2,500
101-1060-356.75-00	Library - Open Access Funds	10,000
101-1060-356.79-01	Library - Friends/Endowment Reimburse	60,000

**Item G.2.b.**

101-1060-356.79-02	Library - Donations & Sponsorship	40,000
101-1061-311.06-00	Tax - Property - Library	496,040
101-7780-323.03-00	Tax - Hotel/Motel - Cultural	148,750
101-7780-356.11-00	Cultural - Art Sho	50
101-7780-356.12-00	Cultural - Fees	30,000
101-7780-356.13-00	Cultural - Membership	5,000
101-7780-356.15-00	Cultural - Product Fees	5,000
101-7780-356.16-00	Cultural - New Program Sponsors	1,000
101-7780-373.04-00	Donations - Exhibit Sponsorship	1,000
101-4511-344.01-00	Fire Protection - Rural	53,200
101-4511-344.02-00	Fire Protection - UNI	581,380
101-4511-358.11-00	Fire Receipts	25,000
101-4511-358.12-00	Fire Commercial Inspections	40,000
101-4511-358.13-00	Housing Inspection Min. Rental	100,000
101-5521-358.21-00	Police Receipts	35,000
101-5521-372.01-00	Fines & Forfeitures	125,000
101-5521-372.03-00	Code Enforcement	5,000
101-7716-371.04-00	Public Buildings	5,000
101-7716-382.01-01	Transfer - Public Buildings Maint.	76,660
<b>TOTAL GENERAL FUND REVENUE</b>		<b>26,251,990</b>
206-0000-300.00-00	Cash Carryover	395,000
206-0000-371.01-00	Miscellaneous	10,000
206-0000-342.04-00	Road Use Tax	4,770,090
215-0000-300.00-00	Cash Carryover	(1,094,950)
215-0000-382-11-01	Transfer - Sewer	640,000
215-0000-361.01-00	Interest Income	294,150
215-0000-362.01-00	Lease Income	31,800
215-0000-362.02-00	Sewer Farm Lease	136,500
217-0000-341.03-00	Housing Vouchers	1,334,610
223-0000-341.01-00	Block Grant	212,580
242-0000-300.00-00	Cash Carryover	1,894,900
242-0000-324.00-00	Local Sales Tax	5,000,000
242-0000-361.01-00	Interest	60,000
254-0000-300.00-00	Cash Carryover	45,660
254-0000-359.01-01	Cable Television Franchise Fees	515,000
254-0000-359.01-02	Peg Fees	40,000
254-0000-361.01-00	Interest Income	8,000
254-0000-371.01-00	Miscellaneous	1,500
258-0000-300.00-00	Cash Carryover	140,840
258-0000-353.01-00	Meter Collections	7,000

**Item G.2.b.**

258-0000-353.02-00	Parking Violations	140,000
258-0000-353.03-00	Parking Permits	20,000
258-0000-361.01-00	Interest	3,000
261-0000-300.00-00	Cash Carryover	244,490
261-0000-323.01-00	Transfer - Hotel/Motel - Visitor	437,500
261-0000-361.01-00	Interest Income	2,000
261-0000-362.10-00	Building Rental Fees	5,000
261-0000-371.01-00	Miscellaneous	6,000
261-0000-371.09-00	Gift Shop Receipts	5,000
261-0000-382.61-01	Building Reserve Transfer	21,880
261-0000-382.61-02	Tourism Marketing Transfer	78,750
262-0000-362.04-00	Rental Income - Sr Activity Ctr.	19,000
262-0000-371.01-00	Miscellaneous	730
262-0000-371.10-10	Trips/Buses	11,000
262-0000-382.62-01	General Fund Support	40,000
297-0000-355.30-00	Rec Center Fees	40,000
295-0000-355.40-00	Softball Fees	75,000
298-0000-355.10-00	Cultural Capital Fees	41,300
311-0000-311.11-00	Debt Service Tax - Property	522,480
311-0000-313.01-00	Debt Service TIF - Industrial Park	3,360,580
311-0000-382.11-01	Debt Service Transfer	2,997,330
405-0000-300.00-00	Cash Carryover	30,000
430-0000-300.00-00	Cash Carryover	1,746,170
430-0000-341.11-10	Federal/State Funding	6,965,640
430-0000-371.01-00	Miscellaneous Income	25,000
430-0000-382.30-01	TIF Transfer	3,169,740
436-0000-341.05-00	Federal/State Funding	3,909,000
436-0000-381.00-00	Bond Proceeds	151,100
437-0000-341.05-00	Federal/State Funding	1,436,180
437-0000-371.01-00	Miscellaneous Income	136,000
437-0000-381.00-00	Bond Proceeds	1,615,490
443-0000-300.00-00	Cash Carryover	3,505,540
443-0000-313.02-00	TIF Revenues - Downtown	242,500
443-0000-313.05-00	TIF Revenues - Pinnacle Prairie	119,300
443-0000-313.07-00	TIF Revenues - College Hill	31,590
443-0000-371.01-00	Miscellaneous Income	1,250,000
443-0000-341.05-00	Federal/State Funding	96,800
443-0000-361.01-00	Interest Income	50,000
443-0000-382-43-04	Transfers	1,300,000
443-0000-344.04-00	CFU Transfer	1,560,000

**Item G.2.b.**

545-0000-381.00-00	Bond Proceeds	1,220,000
551-0000-300.00-00	Cash Carryover	(56,110)
551-0000-351.01-00	Refuse Collections	2,400,000
551-0000-351.02-00	Transfer Station Fees	260,000
551-0000-351.03-00	Yard Waste Fees	2,000
551-0000-361.01-00	Interest - Refuse	10,000
551-0000-371.21-00	Refuse Miscellaneous	20,000
551-0000-371.22-00	Recycling	200,000
551-0000-382.51-02	Transfer - Street Construction	198,420
552-0000-300.00-00	Cash Carryover	(13,080)
552-0000-352.01-00	Sewer Rental - Collections	5,735,000
552-0000-352.02-00	Industrial User Fees	15,000
552-0000-361.01-00	Interest - Sewer Rental	15,000
552-0000-362.03-00	Farm Rental	135,000
552-0000-371.11-00	Sewer Rental - Miscellaneous	5,000
555-0000-300.00-00	Cash Carryover	207,180
555-0000-350.02-01	Storm Water Fees	840,000
555-0000-350.02-02	Permit & Review Fees	25,000
555-0000-361.01-00	Interest	2,000
606-0000-300.00-00	Cash Carryover	7,500
606-0000-354.01-00	Data Processing	1,284,710
685-0000-354.03-00	Vehicle Maintenance Fees	1,717,910
685-0000-361.01-00	Interest-Vehicle Maintenance	5,000
685-0000-371.51-00	Vehicle Maintenance - Miscellaneous	30,000
685-0000-354.02-00	Vehicle Rental Fees	330,000
292-0000-311.21-00	Tax Property - Retirement & Pension	949,893
292-0000-361.01-00	Interest Income	24,700
293-0000-311.21-00	Tax Property - Retirement & Pension	658,517
293-0000-361.01-00	Interest Income	25,340
724-0000-300-00-00	Cash Carryover	(150,000)
724-0000-311.22-00	Trust & Agency	2,100,610
724-0000-311.32-00	S.S.M.I.D - college hill	28,350
724-0000-311.31-00	S.S.M.I.D - downtown	172,700
	<b>TOTAL USER FUND REVENUE</b>	<b>68,259,410</b>
	<b>TOTAL FY19 BUDGET REVENUE</b>	<b>94,511,400</b>



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

**INTEROFFICE MEMORANDUM**

---

**TO:** Mayor Brown & City Council Members  
**FROM:** Jennifer Rodenbeck, Director of Finance & Business Operations  
**DATE:** May 18, 2018  
**SUBJECT:** FY2019 Payroll Resolution

Please find attached the FY2019 Payroll Resolution, the FY2019 Pay Plan Schedule, and FY2019 Workshop/Session/Event Pay Plan. These items cover the period from June 30, 2018 to June 28, 2019.

The payroll resolution implements the 2.75% across the board increase for the second year of the 5-year contract as negotiated with the Parks/Public Works Union, the Police union, and the Fire Union. The resolution also implements the merit awards for the non-union group. These increases are based on a pool that is equivalent to the weighted average of the three bargaining groups, each employee's performance evaluation, and their respective pay band classification. The payroll resolution implements the new pay grades as set under the pay plan study and the pay for the Paid-On-Call (POC's) not covered under union contract.

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



## PAYROLL RESOLUTION FY 2019

June 30, 2018 - June 28, 2019

FY2019

<b>NAME</b>	<b>POSITION</b>	<b>BAND</b>	<b>HOURLY</b>
Ron Gaines	City Administrator		84.428
	Longevity		0.202
	Longevity, February 16, 2019		0.260
<b><u>DEPARTMENT OF FINANCE &amp; BUSINESS OPERATIONS</u></b>			
<b><u>ADMINISTRATION DIVISION</u></b>			
Jennifer Rodenbeck	Director of Finance & Business Operations	420	73.500
	Longevity		0.433
<b><u>FINANCIAL SERVICES DIVISION</u></b>			
Brenda Balvanz	Personnel Specialist	309	F 41.268
	Longevity		0.375
Patricia Freese	Financial Clerk (Part-Time)	306	18.166
Katherine Kelly	Payroll/HR Technician	307	20.317
	Longevity		0.087
Andrea Ludwig	Financial Clerk	306	18.725
	Longevity, January 7, 2019		0.087
Cathy Niebergall	Financial Technician (Part-Time)	308	28.288
Lisa Roeding	Controller/City Treasurer	414	42.839
	Longevity		0.260
<b><u>PUBLIC RECORDS DIVISION</u></b>			
Heidi Andersen	Administrative Assistant (Part-Time)	305	18.006
Marcie Breitbach	Administrative Assistant	305	18.006
Jacqueline Danielsen	City Clerk	413	40.502
	Longevity		0.548
Amy Eggleston	Administrative Assistant	305	16.926
Courtney Fisher	Administrative Assistant (Part-Time)	305	17.439
Joanne Goodrich	Administrative Assistant	305	21.816
	Longevity		0.317
Karen Kuba	Administrative Assistant (Part-Time)	305	17.439
Dee Paulsen	Administrative Assistant	305	18.678
Lisa Reiter	Administrative Assistant	305	21.865
	Longevity		0.087

**Item G.2.c.****PAYROLL RESOLUTION FY 2019**

June 30, 2018 - June 28, 2019

FY2019

<b>NAME</b>	<b>POSITION</b>	<b>BAND</b>	<b>HOURLY</b>
	Longevity, September 6, 2018		0.144
Mandy Thurm	Administrative Supervisor Longevity	409	24.801 0.144
<b><u>INFORMATION SYSTEMS DIVISION</u></b>			
Denny Bowman	Cable Television & Telecommunications Supervisor Longevity Longevity, February 23, 2019	412	37.451 0.202 0.260
Dan Clark	Information Systems Technician II Longevity	308	POC 28.085 0.202
Shelby Gappa	Production Assistant I (Part-Time)	018	12.076
Cory Hines	GIS Analyst	411	33.806
Dan Jaeger	Information Systems Technician II Longevity Longevity, September 6, 2018	308	POC 28.085 0.202 0.260
Kim Kerr	Administrative Assistant - Lead Longevity Longevity, November 17, 2018	306	21.382 0.144 0.202
Angela Lindley	Graphic Designer/Web Maint. Technician (Part-Time)	307	POC 20.162
Jeremy Ott	Video Production Supervisor Longevity, December 1, 2018	311	29.117 0.087
Jordan Rottinghaus	Production Assistant I (Part-Time)	018	11.322
Julia Sorensen	Information Systems Manager	415	42.554
John Stanish	Production Assistant I (Part-Time)	018	11.322
Christian Stow	Production Assistant I (Part-Time)	018	11.322
Evan Wheeler	Production Assistant I (Part-Time)	018	11.322
Pat Williams	Network Administrator Longevity	411	40.073 0.317
<b><u>LEGAL SERVICES DIVISION</u></b>			
Kevin Rogers	City Attorney	419	65.297
Colleen Sole	Personnel Specialist Longevity	309	33.591 0.202
<b><u>PARKING</u></b>			
Jillane Conradi-Croes	PT - Parking Meter Attendant	PT-1 H	18.126



## PAYROLL RESOLUTION FY 2019

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<b>NAME</b>	<b>POSITION</b>	<b>BAND</b>	<b>HOURLY</b>
Victoria Satterlee	PT-Parking Metter Attendant	PT-1 H	18.126
<b><u>LIBRARY</u></b>			
Heather Anfinson	Intern I (Part-Time)	011	8.909
Jessica Bamford-Love	Library Assistant	305	16.355
Mary Kaye Barnes	Library Assistant Longevity, June 21, 2019	305	16.379 0.087
Mary Billerbeck	Library Assistant (Part-Time)	305	16.207
William Boelts	Library Assistant (Part-Time)	305	16.207
Claire Bowling	Intern II (Part-Time)	015	9.754
Morgan Christensen	Intern I (Part-Time)	011	8.671
Bryony Diaz	Library Assistant (Part-Time)	305	16.379
Aimee Erne	Library Page (Part-Time)	301	9.954
Dawn Groskurth	Library Page (Part-Time)	301	10.203
Ryan Hansen	Intern I (Part-Time)	011	8.909
Nancy Hasenwinkel	Library Assistant (Part-Time)	305	16.207
Neal Jacobs	Library Assistant (Part-Time)	305	19.447
Mary Kabel	Library Education Coordinator (Part-Time)	308	25.453
Nona Kanago	Library Page (Part-Time)	301	10.810
David Keiser	Library Page (Part-Time)	301	9.601
Renae Loomis	Library Assistant Longevity Longevity, July 23, 2018	305	21.990 0.606 0.663
Chelsea McNamee	Library Assistant (Part-Time)	305	16.036
Dan Meier	Library Assistant Longevity	305	20.352 0.087
Katherine Nedwick	Library Assistant (Part-Time)	305	16.379
Kimberly Nicholson	Library Assistant	306	17.489
Laura Pagel	Library Assistant	305	16.379
Ambri Refer	Librarian (Part Time)	409	24.316

**Item G.2.c.****PAYROLL RESOLUTION FY 2019**

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<b>NAME</b>	<b>POSITION</b>	<b>BAND</b>	<b>HOURLY</b>
Jay Robinson	Library Director	417	42.308
Ryan Scholl	Library Shelver (Part-Time)	010	7.604
Kelly Stern	Senior Librarian Longevity	412	39.560 0.144
Amy Stuenkel	Senior Librarian Longevity	412	33.417 0.087
Erin Thompson	Technology Librarian	409	24.836
Julie Tilton	Librarian (Part-Time)	409	24.316
Jacilyn Valero	Library Assistant (Part-Time)	305	16.207
Michael Welch	Librarian (Part Time)	409	24.316
Debra Wilkinson	Library Assistant Longevity	305	20.889 0.606

**DEPARTMENT OF COMMUNITY DEVELOPMENT****ADMINISTRATION DIVISION**

Stephanie Houk Sheetz	Director of Community Development Longevity, July 28, 2018	420	61.080 0.087
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**PLANNING & COMMUNITY SERVICES DIVISION**

Lisa Ahern	Planner I	307	27.885
	August 5, 2018	307	28.722
Shane Graham	Planner II	410	33.943
Karen Howard	Planning & Comm Serv. Manager	415	45.673
	September 12, 2018	415	47.386
Iris Lehmann	Planner I	307	29.295
	Longevity, January 5, 2019		0.087
David Sturch	Planner III Longevity	412	41.621 0.375

**ENGINEERING DIVISION**

James Ackles	Engineering Technician II	309	32.562
	Longevity		0.375
Darwin Bentley	Engineering Technician II	309	32.596
	Longevity		0.663
Nicholas Erickson	Engineering Technician II	309	26.328

**PAYROLL RESOLUTION FY 2019**

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<b>NAME</b>	<b>POSITION</b>	<b>BAND</b>	<b>HOURLY</b>
Brad Foulk	Engineering Technician II	309	24.422
J. Cody Hager	Engineering Technician II Longevity Longevity, April 3, 2019	309	32.914 0.202 0.260
Kevin Niebuhr	Engineering Technician II Longevity Longevity, May 6, 2019	309	30.658 0.606 0.663
Terra Ray	Engineering Technician II Longevity	309	30.910 0.144
Jon Resler	City Engineer	417	56.010
Chase Schrage	Principal Engineer Longevity	413	35.173 0.087
Matthew Tolan	Civil Engineer II	411	28.722
Sushil Tuladhar	Storm Water Specialist	309	24.422
<b><u>INSPECTION SERVICES DIVISION</u></b>			
Jamie Castle	Inspection Services Mgr. October 24, 2018	414 414	37.019 38.462
John Henderson	Inspector Longevity	309	32.972 0.144
Jason Mai	Inspector	309	26.829
Mark Sturm	Inspector Longevity Longevity, March 9, 2019	309	33.944 0.144 0.202
Benjamin Wilkens	Inspector Longevity	309	30.954 0.144
Craig Witry	Inspection Services Mgr. Longevity	414	51.443 0.433
<b><u>WATER RECLAMATION DIVISION</u></b>			
Ryan Bonjour	Maintenance Worker	15 H	24.303
Scott Crawford	Maintenance Worker (Part-Time) October 11, 2018	15 C 15 D	20.758 21.377
Tyler Griffin	Water Reclamation Supervisor Longevity	411	POC 33.898 0.144
Danial Klatt	Waste Water Operator I	16 F	23.724

**Item G.2.c.****PAYROLL RESOLUTION FY 2019**

June 30, 2018 - June 28, 2019

FY2019 NAME	POSITION	BAND	HOURLY
	May 22, 2019	16 G	24.433
John Koch	Maintenance Worker (Part-Time)	15 E	22.013
	April 7, 2019	15 F	22.680
Keith Lewis	Waste Water Operator I	16 H	25.419
Jeremy Northrup	Maintenance Worker	15 H	24.303
Michael Nyman	Water Reclamation Manager	414	POC 42.326
	Longevity		0.490
	Longevity, July 30, 2018		0.548
Chris Robinson	Equipment Mechanic	18 H	27.805
Rodney Smith	Waste Water Operator II	18 H	27.805
	Longevity		0.548
Danny Surratt	Waste Water Operator I	16 H	25.419
	Longevity		0.548
	Longevity, December 14, 2018		0.606
Kelly Tegtmeier	Maintenance Worker	15 H	24.303
	Longevity		0.663
Ted Timson	Maintenance Worker (Part-Time)	15 E	22.013
	July 7, 2018	15 F	22.680
Patricia Tometich	Laboratory Technician	18 D	24.469
	May 23, 2019	18 E	25.196

**MUNICIPAL OPERATIONS & PROGRAMS DEPARTMENT****ADMINISTRATION DIVISION**

Mark Ripplinger	Director of Municipal Operations & Programs	420	65.392
	Longevity		0.548
Julia Donahue	Administrative Assistant (Part-Time)	305	22.331
Brian Heath	Public Works & Parks Manager	415	56.748
	Longevity		0.663
Jane Tangen	Administrative Assistant	305	F 25.363
	Longevity		0.663

**V&T/CULTURAL SERVICES DIVISION**

Vicki Bailey	Office Assistant (Part-Time)	304	15.059
Emily Drennen	Hearst Coordinator (Part-Time)	308	25.536

**PAYROLL RESOLUTION FY 2019**

June 30, 2018 - June 28, 2019

FY2019

<b>NAME</b>	<b>POSITION</b>	<b>BAND</b>	<b>HOURLY</b>
Travis Gingrich	Hearst Lab Technician (Part-Time)	017	10.516
Abby Haigh	Office Assistant (Part-Time)	304	15.022
Angela Hickok	Education Coordinator (Part-Time)	308	22.249
Maggie Hines	Hearst Assistant (Part-Time)	013	9.354
Sheri Huber-Otting	Program Coordinator (Part-Time)	307	20.023
Debra Lewis	Office Assistant (Part-Time)	304	14.863
Kimberly Manning	Visitors & Tourism/Cultural Programs Manager Longevity	413	46.102 0.317
Linda Maughan	Office Assistant (Part-Time)	304	15.022
Heather Skeens	Cultural Programs Supervisor	411	27.930
Lea Stewart	Sr. Service Coordinator (Part-Time)	305	17.638
Ana Verastegui	Office Assistant (Part-Time)	304	14.510
Rebekah Wagner	V&T Coordinator (Part-Time)	307	20.239
<b><u>RECREATION &amp; MUNICIPAL PROGRAMS DIVISION</u></b>			
Christine Anderson	Recreation Program Coordinator (Part-Time)	309	26.700
Peggee Frost	Administrative Assistant - Lead Longevity	306	23.501 0.317
Brock Goos	Recreation Program Supervisor Longevity	411	36.602 0.375
Chris Schoentag	Recreation Program Supervisor Longevity	411	28.916 0.317
Bruce Verink	Recreation & Community Programs Manager Longevity	413	F 53.091 0.663
Megan Wilmot	Fitness Coordinator (Part-Time) July 12, 2018	409 409	25.000 26.000
<b><u>CEMETERY SECTION</u></b>			
Jeremiah Hook	Equipment Operator April 11, 2019	17 G 17 H	25.563 26.589
Trevor Johnson	Laborer (Part-Time) May 16, 2019	8 C 8 D	15.156 15.614
John Murray	Laborer (Part-Time)	8 H	17.749

# Item G.2.c.

## PAYROLL RESOLUTION FY 2019

June 30, 2018 - June 28, 2019

FY2019

<u>NAME</u>	<u>POSITION</u>	<u>BAND</u>	<u>HOURLY</u>
Mike Soppe	Public Works & Parks Supervisor Longevity	411	29.229 0.260
<b><u>GOLF SECTION</u></b>			
Denis Schilling	Golf Course Maintenance Supervisor Longevity	409	34.618 0.663
<b><u>PARK SECTION</u></b>			
Kim Armstrong	Laborer (Part-Time) March 27, 2019	8 C 8 D	15.156 15.614
Robert Conrad	Laborer (Part-Time) June 24, 2019	8 E 8 F	16.082 16.562
Kevin Cross	Public Works & Parks Supervisor Longevity Longevity, April 6, 2019	411	POC 39.188 0.144 0.202
Devon Dyer	Laborer (Part-Time) September 6, 2018	8 B 8 C	14.715 15.156
Russell Kinkaid	Senior Groundskeeper May 25, 2019	17 G 17 H	25.563 26.589
Greg Miller	Laborer (Part-Time)	8 H	17.749
Brett Morris	Arborist	308	25.350
Harold Runkle	Senior Groundskeeper Longevity	17 H	26.589 0.663
Joel Sires	Laborer (Part-Time) October 2, 2018 April 2, 2019	8 A 8 B 8C	14.280 14.715 15.156
Rachel Schnebbe	Laborer (Part-Time) September 25, 2018	8 B 8 C	14.715 15.156
<b><u>BUILDING MAINTENANCE SECTION</u></b>			
Matthew Buck	Bldg. Maintenance Supervisor Longevity	411	POC 34.391 0.144
Shannon Willett	Laborer (Part-Time) September 12, 2018	8 C 8 D	15.156 15.614
<b><u>REFUSE OPERATIONS SECTION</u></b>			

**PAYROLL RESOLUTION FY 2019**

June 30, 2018 - June 28, 2019

FY2019

<b>NAME</b>	<b>POSITION</b>	<b>BAND</b>	<b>HOURLY</b>
Jeff Bass	Laborer (Part-Time)	8 H	17.749
Christopher Blohn	Maintenance Worker May 23, 2019	15 D 15 E	21.377 22.013
Richard Christensen	Transfer Station Laborer (Part-Time)	10 H	19.405
Lisa Conrad	Laborer (Part-Time)	8 H	17.749
James Dietz	Maintenance Worker September 19, 2018	15 D 15 E	21.377 22.013
Chris Finke	Maintenance Worker October 7, 2018	15 F 15 G	22.680 23.360
Darwin Fleshner	Laborer (Part-Time) June 6, 2019	8 D 8 E	15.614 16.082
Jeffrey Geiger	Transfer Station Laborer (Part-Time) December 19, 2018	10 C 10 D	16.578 17.075
Scott Goodenbour	Maintenance Worker	15 H	24.303
Mike Ravn	Transfer Station Laborer (Part-Time) August 10, 2018	10 C 10 D	16.578 17.075
Mark Robinson	Laborer (Part-Time) July 17, 2018 January 17, 2019	8 A 8 B 8 C	14.280 14.715 15.156
Doyle Smith	Public Works & Parks Supervisor Longevity Longevity, March 14, 2019	411	33.405 0.317 0.375
Kevin Tegtmeier	Maintenance Worker Longevity	15 H	24.303 0.663
Roy Trenkamp	Maintenance Worker	15 H	24.303
<b><u>SANITARY SEWER SECTION</u></b>			
Larry Camarata	Maintenance Worker	15 H	24.303
Josh Timmerman	Equipment Operator	17 H	26.589
<b><u>STREET CONSTRUCTION SECTION</u></b>			
Randy Bennett	Public Works & Parks Supervisor Longevity Longevity, July 28, 2018	411	35.194 0.202 0.260

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## PAYROLL RESOLUTION FY 2019

June 30, 2018 - June 28, 2019

FY2019

<u>NAME</u>	<u>POSITION</u>	<u>BAND</u>	<u>HOURLY</u>
Dustin Brown	Maintenance Worker	15 D	21.377
	July 13, 2018	15 E	22.013
Adam Burg	Maintenance Worker	15 H	POC 24.303
Virgil Butterfield	Maintenance Worker (Part-Time)	15 F	22.680
Dennis Douglas	Equipment Operator	17 H	26.589
Rick Ehmen	Maintenance Worker	15 H	24.303
Royce Eiklenborg	Maintenance Worker	15 H	24.303
Mark Forrester	Equipment Operator	17 H	26.589
	Longevity		0.663
Kathy Gaede	Maintenance Worker (Part-Time)	15 A	19.563
	August 13, 2018	15 B	20.150
	February 13, 2019	15 C	20.758
Thomas Hallman	Equipment Operator	17 H	26.589
Robert Henry, Jr.	Maintenance Worker	15 G	23.360
	December 22, 2018	15 H	24.303
Andrew Hoyer	Maintenance Worker	15 C	20.758
	August 15, 2018	15 D	21.377
Cody Kayser	Equipment Operator	17 C	22.704
	July 18, 2018	17 D	23.387
Ken Lewis	Maintenance Worker	15 H	24.303
Steven Ravn	Public Works & Parks Supervisor	411	37.406
	Longevity		0.663
Travis Schlamp	Equipment Operator	17 H	26.589
Joe Tegtmeier	Maintenance Worker	15 F	22.680
Daniel Warrior	Maintenance Worker	15 H	24.303
	Longevity		0.663
Jason Yearous	Equipment Operator	17 C	22.704
	March 27, 2019	17 D	23.387
Carl Yokem	Maintenance Worker	15 H	24.303

### TRAFFIC OPERATIONS SECTION

Brian Graham	Maintenance Worker	15 H	POC 24.303
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**PAYROLL RESOLUTION FY 2019**

June 30, 2018 - June 28, 2019

FY2019

<b>NAME</b>	<b>POSITION</b>	<b>BAND</b>	<b>HOURLY</b>
Laverne Junker	Laborer (Part-Time)	8 H	17.749
Matthew Lukehart	Traffic Operations Supervisor September 1, 2018	411 411	28.500 29.355
<b><u>VEHICLE MAINTENANCE SECTION</u></b>			
Derek Gearhart	Equipment Mechanic October 30, 2018 April 30, 2019	18 A 18 B 18 C	22.384 23.059 23.751
Nick Martin	Asst. Equipment Mechanic (Part-Time) August 19, 2018 February 19, 2019	10 A 10 B 10 C	15.625 16.095 16.578
Robert Martin	Asst. Equipment Mechanic (Part-Time) September 11, 2018	10 B 10 C	16.095 16.578
Dustin Rawdon	Fleet Maintenance Supervisor Longevity Longevity, February 16, 2019	411	30.499 0.144 0.202
Robert Richardson	Equipment Mechanic	18 H	27.805
S. Aaron Sorenson	Asst. Equipment Mechanic (Part-Time) October 15, 2018	10 D 10 E	17.075 17.584
Brian Steinlage	Equipment Mechanic	18 H	27.805
<b><u>PUBLIC SAFETY SERVICES DEPARTMENT</u></b>			
<b><u>FIRE DIVISION</u></b>			
John Bostwick	Asst. Director of Public Safety Serv./Fire Chief Longevity	416	POC 56.769 0.663
Derek Brown	Fire Captain Longevity	411	POC 42.519 0.375
Michael Buhrow	Fire Captain Longevity	411	39.156 0.663
Jason Campbell	Firefighter Longevity	F1 E	29.370 0.202
Jim Cook	Firefighter Longevity Longevity, January 17, 2019	F1 E	29.370 0.202 0.260
Jeffrey Danielson	Firefighter Longevity	F1 F	29.664 0.433

**Item G.2.c.****PAYROLL RESOLUTION FY 2019**

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FY2019 NAME	POSITION	BAND	HOURLY
Scott Dix	Firefighter Longevity	F1 F	29.664 0.433
Jason Dolf	Firefighter (Part-Time)	F-1 P-D	14.624
Kurt Eichelberger	Firefighter Longevity	F1 E	29.370 0.260
Shane Farmer	Firefighter Longevity Longevity, January 17, 2019	F1 E	29.370 0.202 0.260
Riley Freilinger	Firefighter (Part-Time)	F-1 P-D	14.624
Jeffrey Haler	Firefighter Longevity Longevity, November 3, 2018	F1 F	29.664 0.317 0.375
Curtis Hildebrand	Battalion Chief Longevity	413	40.796 0.375
Robert Inouye	Fire Captain Longevity	411	36.485 0.433
Eric L. Jensen	Firefighter Longevity	F1 F	29.664 0.433
Jack Johnson	Firefighter Longevity	F1 F	29.664 0.433
Shawn Koenen	Firefighter March 4, 2019 Longevity	F1 E F1 F	29.370 29.664 0.317
Josh Lux	Fire Captain Longevity Longevity, April 24, 2019	411	34.308 0.202 0.260
Troy Purdy	Firefighter Longevity Longevity, November 3, 2018	F1 F	29.664 0.317 0.375
Casey Schares	Firefighter Longevity	F1 F	29.664 0.433
Rick Schmidt	Battalion Chief Longevity	413	40.045 0.375
Rick Sharp	Firefighter Longevity	F1 F	29.664 0.433

**PAYROLL RESOLUTION FY 2019**

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<b>NAME</b>	<b>POSITION</b>	<b>BAND</b>	<b>HOURLY</b>
Brad Sherwood	Fire Captain Longevity	411	34.569 0.317
Ryan Siems	Firefighter Longevity	F1 E	29.370 0.144
Roger Stensland	Battalion Chief Longevity	413	41.108 0.490
Dustin Stotler	Firefighter June 14, 2019 Longevity Longevity, June 14, 2019	F1 D F1 E	26.931 29.370 0.087 0.144
Todd Taylor	Firefighter Longevity	F1 E	29.370 0.202
Bobby Wright	Acting Battalion Chief Fire Captain Longevity Longevity, November 3, 2018	413 411	POC POC 41.812 40.699 0.317 0.375
<b><u>POLICE DIVISION</u></b>			
Jeffrey Olson	Director of Public Safety Services/Police Chief Longevity	420	71.866 0.606
Marissa Abbott	Community Service Officer I (Part-Time) October 6, 2018	013 013	9.104 9.354
Admir Babic	Public Safety Officer January 30, 2019	PSO-2-I PSO-2-II	28.126 31.051
Carson Barron	Public Safety Officer	PSO-2-III	31.675
Dixie Beard	Crossing Guard (Part-Time)	PT-2	14.737
Martin Beckner	Police Lieutenant Longevity	412	PSO 44.626 0.317
Ryan Bellis	Public Safety Officer Longevity Longevity, September 3, 2018	PSO-2-IX	36.641 0.260 0.317
Matthew Belz	Police Officer Longevity	P2-IX	32.862 0.202
Craig Berte	Asst. Director of Public Safety Serv./Asst. Police Chief Longevity Longevity, January 28, 2019	416	PSO 56.633 0.490 0.548
Adrianna Brenny	Community Service Officer II (Part-Time)	017	10.516
Michael Briggs	Police Officer	P2-IX	32.862

**Item G.2.c.****PAYROLL RESOLUTION FY 2019**

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FY2019

<b>NAME</b>	<b>POSITION</b>	<b>BAND</b>	<b>HOURLY</b>
	Longevity		0.490
	Longevity, July 30, 2018		0.548
Daniel Brown	Police Lieutenant	412	41.256
	Longevity		0.663
Kaleb Bruggeman	Community Service Officer I (Part-Time)	013	9.104
	August 26, 2018	013	9.354
Katie Burkhardt	Police Officer	P2-IX	32.862
	Longevity		0.260
Gavin Carman	Public Safety Officer	PSO-2-VI	33.616
	August 26, 2018	PSO-2-VII	34.789
	Longevity		0.144
	Longevity, August 26, 2018		0.202
Chris Copp	Public Safety Officer	PSO-2-VI	33.616
	August 26, 2018	PSO-2-VII	34.789
	Longevity		0.144
	Longevity, August 26, 2018		0.202
Madison Cornwell	Community Service Officer I (Part-Time)	013	9.678
Jovan Creighton	Public Safety Officer	PSO-2-IV	32.309
	Longevity		0.087
Paula Czarnetzki	Crossing Guard (Part-Time)	PT-2	14.737
Cedric Danilson	Public Safety Officer	PSO-1-I	25.225
	April 23, 2019	PSO-1-II	27.848
Dusanka Devic	Public Safety Officer	PSO-2-II	31.051
	August 9, 2018	PSO-2-III	31.675
Clinton Ferguson	Public Safety Officer	PSO-2-III	31.675
Steve Ferguson	Crossing Guard (Part-Time)	PT-2	14.737
Thomas Fey	Public Safety Officer	PSO-2-II	31.051
	May 1, 2019	PSO-2-III	31.675
Christina Flores-Henriquez	Community Service Officer I (Part-Time)	013	9.104
	September 19, 2018	013	9.354
Dee Gallaher	Crossing Guard (Part-Time)	PT-2	14.737
Jonathan Gerzema	Public Safety Officer	PSO-2-IV	32.309
	December 27, 2018	PSO-2-V	32.957
	Longevity		0.087

**PAYROLL RESOLUTION FY 2019**

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FY2019

<b>NAME</b>	<b>POSITION</b>	<b>BAND</b>	<b>HOURLY</b>
	Longevity, December 27, 2018		0.144
Kathy Gill	Computer Operator - Police Longevity	C1-H	25.233 0.317
Dennis Gilroy	Crossing Guard (Part-Time)	PT-2	14.737
Michael Haislet	Public Safety Officer Longevity	PSO-2-IX	36.641 0.317
Gene Haller	Crossing Guard (Part-Time)	PT-2	14.737
Kenzie Hamlett	Community Service Officer I (Part-Time)	013	9.611
Adam Hancock	Public Safety Officer January 30, 2019	PSO-2-I PSO-2-II	28.126 31.051
Jeff Harrenstein	Police Captain Longevity Longevity, January 28, 2019	414	47.502 0.490 0.548
Michael Hayes	Police Captain Longevity	414	49.607 0.606
Kevin Hernandez	Public Safety Officer January 29, 2019	PSO-2-II PSO-2-III	31.051 31.675
Brooke Heuer	Police Lieutenant Longevity	412	PSO 45.706 0.317
Mark Howard	Police Captain Longevity	414	PSO 48.133 0.202
Brian Johannsen	Public Safety Officer August 29, 2018 Longevity Longevity, August 29, 2018	PSO-2-VI PSO-2-VII	33.616 34.789 0.144 0.202
Brennan Kohls	Community Service Officer I (Part-Time)	013	9.611
Keith Konigsmark	Police Officer Longevity Longevity, August 27, 2018	P2-IX	32.862 0.606 0.663
Matt Krueger	Public Safety Officer August 26, 2018 Longevity Longevity, August 26, 2018	PSO-2-VI PSO-2-VII	33.616 34.789 0.144 0.202
Zachary Ladage	Public Safety Officer March 20, 2019 Longevity	PSO-2-VII PSO-2-VIII	34.789 35.659 0.202

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<b>NAME</b>	<b>POSITION</b>	<b>BAND</b>	<b>HOURLY</b>
Robert Lee	Crossing Guard (Part-Time)	PT-2	14.737
Branden Madsen	Public Safety Officer August 21, 2018	PSO-2-I	28.126
		PSO-2-II	31.051
Michael Marcotte	Public Safety Officer	PSO-2-III	31.675
Shea McNamara	Public Safety Officer Longevity	PSO-2-IV	32.309
			0.087
Javier Mercado	Public Safety Officer January 17, 2019 Longevity	PSO-2-IV	32.309
		PSO-2-V	32.957
			0.087
Stephanie Moore	Public Safety Officer Longevity	PSO-2-IX	36.641
			0.260
Brooke Neymeyer	Public Safety Officer August 21, 2018	PSO-2-I	28.126
		PSO-2-II	31.051
Dennis O'Neill	Police Lieutenant Longevity Longevity, August 30, 2018	412	45.376
		PSO	0.317
			0.375
Nicholas Puls	Police Officer Longevity Longevity, September 19, 2018	P2-IX	32.862
			0.202
			0.260
Kari Rea	Public Safety Officer Longevity Longevity, November 26, 2018	PSO-2-IX	36.641
			0.260
			0.317
Liesel Alexandria Reimers	Public Safety Officer April 23, 2019	PSO-1-I	25.225
		PSO-1-II	27.848
Preston Russell	Public Safety Officer October 30, 2018	PSO-2-I	28.126
		PSO-2-II	31.051
Kurt Schreiber	Police Lieutenant Longevity Longevity, May 27, 2019	412	43.750
		PSO	0.375
			0.433
Jeffrey Schultz	Public Safety Officer February 1, 2019	PSO-2-II	31.051
		PSO-2-III	31.675
Kendall Schwan	Public Safety Officer October 3, 2018	PSO-2-II	31.051
		PSO-2-III	31.675
Samual Shafer	Public Safety Officer October 6, 2018 Longevity	PSO-2-VII	34.789
		PSO-2-VIII	35.659
			0.144

**PAYROLL RESOLUTION FY 2019**

June 30, 2018 - June 28, 2019

FY2019

<b>NAME</b>	<b>POSITION</b>	<b>BAND</b>	<b>HOURLY</b>
	Longevity, October 6, 2018		0.202
Jeffrey Sitzmann	Police Captain Longevity	414	47.423 0.433
Timothy Smith	Police Lieutenant Longevity Longevity, August 8, 2018	412	PSO 45.399 0.202 0.260
Tami Taber	Office Assistant	304	14.510
Kelli Yates	Police Lieutenant Longevity Longevity, September 3, 2018	412	41.411 0.260 0.317
Nolan Young	Public Safety Officer January 29, 2019	PSO-2-I PSO-2-II	28.126 31.051
John Zolondek	Public Safety Officer September 4, 2018 Longevity	PSO-2-VII PSO-2-VIII	34.789 35.659 0.202

F- Frozen Pay  
M - Maximum pay  
POC - Paid-On-Call  
PSO - Public Safety Officer





**CITY OF CEDAR FALLS  
Final - Post Appeal**

Effective 7/1/2018

**2018 GRADE ORDER LIST: OPEN PLAN**

Grade	Job Title	Department	Control Point			FLSA
			80.0% Minimum	100.0% Control Point	130.0% Maximum	
20	DIRECTOR OF COMMUNITY DEVELOPMENT	CD-ADMIN	\$54.82	\$68.53	\$89.09	E
	DIRECTOR OF FINANCE & BUSINESS OPERATIONS	FINANCE ADMIN				E
	DIRECTOR OF MUNICIPAL OPERATIONS & PROGRAMS	PUBLIC WORKS ADMIN				E
	DIRECTOR OF PUBLIC SAFETY SERVICES	PUBLIC SAFETY ADMIN				E
19	CITY ATTORNEY	LEGAL	\$50.46	\$63.08	\$82.00	E
18	VACANT		\$46.18	\$57.72	\$75.04	
17	CITY ENGINEER	ENGINEERING	\$41.88	\$52.35	\$68.06	E
	LIBRARY DIRECTOR	LIBRARY				E
16	ASST PUBLIC SAFETY DIRECTOR/ASST CHIEF - POLICE	POLICE	\$38.66	\$48.33	\$62.83	E
	ASST PUBLIC SAFETY DIRECTOR/CHIEF - FIRE	FIRE				E
15	INFORMATION SYSTEMS MANAGER	INFORMATION SYSTEMS	\$36.51	\$45.64	\$59.33	E
	PUBLIC WORKS & PARKS MANAGER	PUBLIC WORKS ADMIN				E
	PLANNING & COMMUNITY SERVICES MANAGER	PLANNING				E
14	WATER RECLAMATION MANAGER	WATER RECLAMATION	\$34.38	\$42.97	\$55.86	E
	INSPECTION SERVICES MANAGER	INSPECTION SERVICES				E
	CONTROLLER/CITY TREASURER	FINANCIAL SERVICES				E
	POLICE CAPTAIN	POLICE				E
13	PRINCIPAL ENGINEER	ENGINEERING	\$32.22	\$40.28	\$52.36	E
	RECREATION & COMMUNITY PROGRAMS MANAGER	RECREATION				E
	V & T/CULTURAL MANAGER	V & T				E
	CITY CLERK	PUBLIC RECORDS				E
	FIRE BATTALION CHIEF	FIRE				E
12	CABLE TV & TELECOMMUNICATIONS SUPERVISOR	CABLE TV	\$30.08	\$37.60	\$48.88	E
	PLANNER III	PLANNING				E
	SENIOR LIBRARIAN	LIBRARY				E
	POLICE LIEUTENANT	POLICE				E
	POLICE LIEUTENANT - PSO FIRE	POLICE				E
11	BUILDING MAINTENANCE SUPERVISOR	PUBLIC BUILDINGS	\$27.93	\$34.91	\$45.38	E
	FLEET MAINTENANCE SUPERVISOR	VEHICLE MAINTENANCE				E
	PUBLIC WORKS & PARKS SUPERVISOR	STREETS				E
	LAND SURVEYOR	ENGINEERING				E
	TRAFFIC OPERATIONS SUPERVISOR	TRAFFIC				E
	RECREATION PROGRAM SUPERVISOR	RECREATION				E
	VIDEO PRODUCTION SUPERVISOR	CABLE TV				NE
	WATER RECLAMATION SUPERVISOR	WATER RECLAMATION				E
	GIS ANALYST	PLANNING				E
	CULTURAL PROGRAMS SUPERVISOR	CULTURAL				E
	CIVIL ENGINEER II	ENGINEERING				E
	NETWORK ADMINISTRATOR	INFORMATION SYSTEMS				E
	FIRE CAPTAIN	FIRE				E
	10	PLANNER II	PLANNING	\$25.78	\$32.22	\$41.89
CIVIL ENGINEER I		ENGINEERING				E

# Item G.2.c.

**CITY OF CEDAR FALLS**  
**Final - Post Appeal**

Effective 7/1/2018

**2018 GRADE ORDER LIST: OPEN PLAN**

Grade	Job Title	Department	Control Point			FLSA
			80.0% Minimum	100.0% Control Point	130.0% Maximum	
9	ACCOUNTANT	FINANCIAL SERVICES	\$23.64	\$29.55	\$38.42	E
	LIBRARIAN	LIBRARY				E
	FITNESS COORDINATOR	RECREATION				E
	GOLF COURSE MAINTENANCE SUPERVISOR	GOLF				E
	ADMINISTRATIVE SUPERVISOR	PUBLIC RECORDS				E
	TECHNOLOGY LIBRARIAN	LIBRARY				E
	STORMWATER SPECIALIST	ENGINEERING				NE
	PERSONNEL SPECIALIST	LEGAL				NE
	REC PROGRAM COORDINATOR	RECREATION				NE
	ENGINEERING TECHNICIAN II INSPECTOR	ENGINEERING INSPECTION SERVICES				NE
8	FINANCIAL TECHNICIAN	FINANCIAL SERVICES	\$21.49	\$26.86	\$34.92	NE
	INFORMATION SYSTEMS TECHNICIAN II	INFORMATION SYSTEMS				NE
	EDUCATION COORDINATOR	CULTURAL				NE
	HEARST COORDINATOR	CULTURAL				NE
	ARBORIST	PARKS				NE
	LIBRARY EDUCATION COORDINATOR	LIBRARY				NE
7	PROGRAM COORDINATOR	CULTURAL	\$19.34	\$24.18	\$31.43	NE
	PLANNER I	PLANNING				NE
	GRAPHIC DESIGNER	INFORMATION SYSTEMS				NE
	V & T COORDINATOR	V & T				NE
	PAYROLL/HR TECHNICIAN	FINANCIAL SERVICES				NE
	ENGINEERING TECHNICIAN I	ENGINEERING				NE
6	ADMINISTRATIVE ASSISTANT - LIBRARY	LIBRARY	\$17.19	\$21.49	\$27.94	NE
	INFORMATION SYSTEMS TECHNICIAN I	INFORMATION SYSTEMS				NE
	ADMINISTRATIVE ASSISTANT - LEAD	RECREATION				NE
	ADMINISTRATIVE ASSISTANT - LEAD	PUBLIC RECORDS				NE
	ADMINISTRATIVE CLERK - FINANCIAL CLERK	FINANCIAL SERVICES				NE
5	LIBRARY ASSISTANT	LIBRARY	\$15.59	\$19.49	\$25.34	NE
	SENIOR SERVICES COORDINATOR	CULTURAL				NE
	ADMINISTRATIVE ASSISTANT	PUBLIC RECORDS				NE
	ADMINISTRATIVE ASSISTANT	PUBLIC WORKS				NE
	ADMINISTRATIVE ASSISTANT	COMMUNITY DEVELOPME				NE
4	OFFICE ASSISTANT	CULTURAL	\$14.51	\$18.14	\$23.58	NE
	OFFICE ASSISTANT	V & T				NE
3	HOUSING SPECIALIST	PLANNING	\$13.44	\$16.80	\$21.84	NE
2	VACANT		\$11.26	\$14.07	\$18.29	
1	LIBRARY PAGE	LIBRARY	\$9.07	\$11.34	\$14.74	NE

**WORKSHOP/SESSION/EVENT  
PAY PLAN**

Effective June 30, 2018 - June 28, 2019

<b>RANGE</b>	<b>CLASSIFICATION</b>	<b>DURATION</b>	<b>PAY RANGE &amp; MODE</b>
<b>I</b>	<b><u>Workshop Instructors</u></b>	<b>Days</b>	<b>Per Workshop</b>
	1 Total Contact Hour		\$15.00
	1.5 Total Contact Hours		\$25.00
	2 Total Contact Hours		\$35.00
	3 Total Contact Hours		\$50.00
	4 Total Contact Hours		\$65.00
	6 Total Contact Hours		\$95.00
<b>II</b>	<b><u>Session Instructors</u></b>	<b>2 or more weeks</b>	<b>Per Session</b>
	30 Minutes		\$6.00-19.00
	1 Hour		\$9.50-25.00
	1.5 Hours		\$12.50-39.00
	2 Hours		\$15.00-40.00
	3 Hours		\$21.00-55.00
	4 Hours		\$30.00-60.00
	5 Hours		\$37.50-65.00
	Golf Instructor		\$30.00-50.00
	Library Instructors		\$80.00-120.00
<b>III</b>	<b><u>Event Supervisors &amp; Officials</u></b>	<b>Various</b>	<b>Per Event</b>
	Basketball - Non-Registered		\$12.00 -20.00
	Basketball - Registered		\$15.00-28.00
	Youth League (Umpire)		\$9.50-30.00
	Umpires - Adult Softball		\$15.00-30.00
	Senior Citizen		\$17.00-35.00
	Basketball & Volleyball League		\$17.00-35.00
	Adult Softball League Supervisor		\$35.00-65.00
	Specialty Class Trainer		\$16.00-35.00
	Fitness Equipment Repair		\$25.00-55.00
<b>IV</b>	<b><u>Cable Division Events</u></b>	<b>Various</b>	<b>Per Event</b>
	Sports Commentators		\$75.00-250.00
	Camera Operators		\$60.00-250.00
	Director		\$100.00-250.00
	Video Replay/Scorebug Operator		\$60.00-250.00
	Field Producer/Stage Manager		\$50.00-100.00
	Time Out Coordinator		\$50.00-150.00
	Show Hosts		\$50.00-150.00
	Announcers for Videos or Commercials		\$25.00-150.00





DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

**INTEROFFICE MEMORANDUM**

Financial Services Division

**TO:** Mayor Brown and City Council  
**FROM:** Kate Kelly, Administrative Clerk  
**DATE:** May 18, 2018  
**SUBJECT:** FY19 Fee Schedule

Attached is a copy of the proposed FY19 Fee Schedule. The Fee Schedule establishes fees for all City operations except Enterprise Fund fees, which are established by ordinance (refuse, sanitary sewer collection and parking meter fees).

It is recommended that the attached FY19 Fee Schedule be adopted as proposed. Following adoption, staff will schedule the fees for the fiscal year beginning July 1, 2018. If you have any questions regarding proposed fees, please contact the department director responsible for the fee in question.



SCHEDULE OF FEES	ADOPTED RATE		ADDITIONAL INFORMATION	PROPOSED RATE
<b>SEC. 2-239</b>				
<b>CIVIL SERVICE EXAMINATIONS</b>				
Civil Service Test	No charge			
Civil Service Promotional Test	No charge			
<b>SEC. 2-332</b>				
<b>CABLE TELEVISION DIVISION</b>				
Video Duplication	\$15.00	Each DVD		
<b>SEC. 2-417</b>				
<b>PUBLIC RECORDS DIVISION</b>				
Sale of City Code of Ordinances	\$100.00			SEC. 2-373 \$200.00, Includes cost of new hard cover book and mailing subsequent code supplements
Sale of City Zoning Ordinance	\$10.00			\$50.00, Includes cost of new paper cover book and mailing subsequent code supplements
Sale of National/Uniform Code Books adopted by reference, i.e. Building, Electrical, Plumbing, Mechanical, Fire, Life Safety, Housing, etc.		Sold at cost		
Sale of Official Financial Publications		Sold at cost		
Copying of City Records	No Charge	Five pages or less		
	\$0.10	Each, six or more pages		
Copying of City Records - major projects	\$0.10	Each, six or more pages + staff time		
<b>SEC. 2-482</b>				
<b>ENGINEERING SERVICES</b>				
Inspection and Design		Negotiated charges approved by City Council in Contract form		
Copying of maps, drawings, etc.	No Charge	Five standard pages or less		
	\$0.10	Each, six or more pages		
Copying of oversized maps, drawings, etc.	\$5.00	Each		
Copy of Aerial Map per development	\$85.00			
Copy of Aerial Map entire City	\$425.00			
Sanitary Sewer Permit	\$100.00			
<b>SEC. 2-542</b>				
<b>MUNICIPAL OPERATIONS &amp; PROGRAMS</b>				
City Banners - For "For Profit" Groups, Installation and removal	\$10.00	Each Banner		
Electrical Panels For Special Events	\$50.00	Per Panel		
	\$250.00	Deposit Fee		
Delivery of Picnic Tables for Special Events	\$10.00	Per Table		
Salt/Sand Mix	\$20.00	Each Ton		
			For equipment rates utilize current Iowa DOT Schedule of Equipment Rates unless otherwise noted in this document. <a href="http://www.iowadot.gov/local_systems/publications/equipment_rates_16.pdf">http://www.iowadot.gov/local_systems/publications/equipment_rates_16.pdf</a>	
Aerial Lift Truck	\$125.00	Per hour		
Traffic Control Devices Placement & Removal	\$100.00	Per placement		
All equipment listed above: 1 Hour Minimum				
Personnel: 1 Hour Minimum	Employee's Effective Rate	Plus 20% Administrative Fee		
<b>SEC. 3-1</b>				
<b>LICENSE TO DISTRIBUTE/POST ADVERTISING MATERIALS</b>				
	\$20.00	Daily or		
	\$200.00	Annually		
<b>SEC. 3-43</b>				
<b>SIGN PERMITS</b>				
	\$25.00	Minimum all signs and		
	\$1.00	Each additional sq. ft. of sign area > 100 sq. ft. \$200.00 max.		
<b>SEC. 3-46</b>				
<b>SIGN PAINTER'S OR ERECTOR'S LICENSE</b>				
Painter's License	\$15.00	One year		
Erector's License	\$150.00	First year and		
	\$35.00	For renewal		
<b>SEC. 5-53</b>				
<b>KEG PERMIT</b>				
	\$20.00			REMOVE Code Section being deleted- Preempted by Iowa Code
<b>SEC. 6-44</b>				
<b>DOG AND CAT LICENSE</b>				
Dog or Cat <b>Altered</b>	\$6.00	Each year		
Dog or Cat <b>Not Altered</b>	\$12.00	Each year		
Late Licensing	Doubles	After March 31		
Duplicate License & Tag	\$1.00			
Tag & License Mailing Fee	\$1.00	Each Tag/License		
<b>SEC. 6-86</b>				
<b>LICENSE FOR RIDING SCHOOLS OR STABLES</b>				
	\$30.00	One year		
<b>BUILDINGS AND BUILDING REGULATIONS</b>				
International Building Code Plan Review. (Base project value of \$1,000 or more)		65% of Building Permit Fee		
<b>SEC. 7-26</b>				
<b>BUILDING PERMITS</b>				
			Valuation	
			\$1.00 TO \$500.00	\$24.75
			\$500.01 TO \$600.00	\$27.75
			\$600.01 TO \$700.00	\$31.00

# Item G.2.d.

FY19 Fee Schedule Draft.xlsx

SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
		\$700.01 TO \$800.00	\$34.00
		\$800.01 TO \$900.00	\$37.00
		\$900.01 TO \$1,000.00	\$40.25
		\$1,001.01 TO \$1,100.00	\$43.25
		\$1,100.01 TO \$1,200.00	\$46.25
		\$1,200.01 TO \$1,300.00	\$49.50
		\$1,300.01 TO \$1,400.00	\$52.50
		\$1,400.01 TO \$1,500.00	\$55.50
		\$1,500.01 TO \$1,600.00	\$58.75
		\$1,600.01 TO \$1,700.00	\$61.75
		\$1,700.01 TO \$1,800.00	\$65.00
		\$1,800.01 TO \$1,900.00	\$68.00
		\$1,900.01 TO \$2,000.00	\$71.00
		\$2,000.01 TO \$3,000.00	\$85.50
		\$3,000.01 TO \$4,000.00	\$100.00
		\$4,000.01 TO \$5,000.00	\$114.25
		\$5,000.01 TO \$6,000.00	\$128.75
		\$6,000.01 TO \$7,000.00	\$143.25
		\$7,000.01 TO \$8,000.00	\$157.50
		\$8,000.01 TO \$9,000.00	\$172.00
		\$9,000.01 TO \$10,000	\$186.50
		\$10,000.01 TO \$11,000.00	\$200.75
		\$11,000.01 TO \$12,000.00	\$215.25
		\$12,000.01 TO \$13,000.00	\$229.75
		\$13,000.01 TO \$14,000.00	\$244.00
		\$14,000.01 TO \$15,000.00	\$258.50
		\$15,000.01 TO \$16,000.00	\$273.00
		\$16,000.01 TO \$17,000.00	\$287.25
		\$17,000.01 TO \$18,000.00	\$301.75
		\$18,000.01 TO \$19,000.00	\$316.25
		\$19,000.01 TO \$20,000.00	\$330.75
		\$20,000.01 TO \$21,000.00	\$345.00
		\$21,000.01 TO \$22,000.00	\$359.50
		\$22,000.01 TO \$23,000.00	\$374.00
		\$23,000.01 TO \$24,000.00	\$388.25
		\$24,000.01 TO \$25,000.00	\$402.75
		\$25,000.01 TO \$26,000.00	\$413.00
		\$26,000.01 TO \$27,000.00	\$423.25
		\$27,000.01 TO \$28,000.00	\$433.75
		\$28,000.01 TO \$29,000.00	\$444.00
		\$29,000.01 TO \$30,000.00	\$454.25
		\$30,000.01 TO \$31,000.00	\$464.50
		\$31,000.01 TO \$32,000.00	\$474.75
		\$32,000.01 TO \$33,000.00	\$485.25



SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
		\$33,000.01 TO \$34,000.00	\$495.50
		\$34,000.01 TO \$35,000.00	\$505.75
		\$35,000.01 TO \$36,000.00	\$516.00
		\$36,000.01 TO \$37,000.00	\$526.25
		\$37,000.01 TO \$38,000.00	\$536.75
		\$38,000.01 TO \$39,000.00	\$547.00
		\$39,000.01 TO \$40,000.00	\$557.25
		\$40,000.01 TO \$41,000.00	\$567.50
		\$41,000.01 TO \$42,000.00	\$577.75
		\$42,000.01 TO \$43,000.00	\$588.25
		\$43,000.01 TO \$44,000.00	\$598.50
		\$44,000.01 TO \$45,000.00	\$608.75
		\$45,000.01 TO \$46,000.00	\$619.00
		\$46,000.01 TO \$47,000.00	\$629.25
		\$47,000.01 TO \$48,000.00	\$639.75
		\$48,000.01 TO \$49,000.00	\$650.00
		\$49,000.01 TO \$50,000.00	\$660.25
		\$50,000.01 TO \$51,000.00	\$667.50
		\$51,000.01 TO \$52,000.00	\$674.75
		\$52,000.01 TO \$53,000.00	\$681.75
		\$53,000.01 TO \$54,000.00	\$689.00
		\$54,000.01 TO \$55,000.00	\$696.25
		\$55,000.01 TO \$56,000.00	\$703.50
		\$56,000.01 TO \$57,000.00	\$710.75
		\$57,000.01 TO \$58,000.00	\$718.00
		\$58,000.01 TO \$59,000.00	\$725.00
		\$59,000.01 TO \$60,000.00	\$732.25
		\$60,000.01 TO \$ 61,000.00	\$739.50
		\$61,000.01 TO \$62,000.00	\$746.75
		\$62,000.01 TO \$63,000.00	\$754.00
		\$63,000.01 TO \$64,000.00	\$761.25
		\$64,000.01 TO \$65,000.00	\$768.50
		\$65,000.01 TO \$66,000.00	\$775.50
		\$66,000.01 TO \$67,000.00	\$782.75
		\$67,000.01 TO \$68,000.00	\$790.00
		\$68,000.01 TO \$69,000.00	\$797.25
		\$69,000.01 TO \$70,000.00	\$804.50
		\$70,000.01 TO \$71,000.00	\$811.75
		\$71,000.01 TO \$72,000.00	\$818.75
		\$72,000.01 TO \$73,000.00	\$826.00
		\$73,000.01 TO \$74,000.00	\$833.25
		\$74,000.01 TO \$75,000.00	\$840.50
		\$75,000.01 TO \$76,000.00	\$847.75
		\$76,000.01 TO \$77,000.00	\$855.00

# Item G.2.d.

FY19 Fee Schedule Draft.xlsx

SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
		\$77,000.01 TO \$78,000.00	\$862.00
		\$78,000.01 TO \$79,000.00	\$869.25
		\$79,000.01 TO \$80,000.00	\$876.50
		\$80,000.01 TO \$81,000.00	\$883.75
		\$81,000.01 TO \$82,000.00	\$891.00
		\$82,000.01 TO \$83,000.00	\$898.25
		\$83,000.01 TO \$84,000.00	\$905.25
		\$84,000.01 TO \$85,000.00	\$912.50
		\$85,000.01 TO \$86,000.00	\$919.75
		\$86,000.01 TO \$87,000.00	\$927.00
		\$87,000.01 TO \$88,000.00	\$934.25
		\$88,000.01 TO \$89,000.00	\$941.50
		\$89,000.01 TO \$90,000.00	\$948.75
		\$90,000.01 TO \$91,000.00	\$955.75
		\$91,000.01 TO \$92,000.00	\$963.00
		\$92,000.01 TO \$93,000.00	\$970.25
		\$93,000.01 TO \$94,000.00	\$977.50
		\$94,000.01 TO \$95,000.00	\$984.75
		\$95,000.01 TO \$96,000.00	\$992.00
		\$96,000.01 TO \$97,000.00	\$999.00
		\$97,000.01 TO \$98,000.00	\$1,006.25
		\$98,000.01 TO \$99,000.00	\$1,013.50
		\$99,000.01 TO \$100,000.00	\$1,020.75
		\$100,000.01 TO \$500,000.00	\$1,020.75 + \$6.20 for each additional \$1,000.00 Any fraction of \$1,000.00 shall be counted as an additional \$1,000.00
		\$500,000.01 TO \$1,000,000.00	\$3,492.75 + \$5.15 for each additional \$1,000.00 Any fraction of \$1,000.00 shall be counted as an additional \$1,000.00
		\$1,000,000.01 AND UP	\$6,067.75 + \$4.15 for each additional \$1,000.00 Any fraction of \$1,000.00 shall be counted as an additional \$1,000.00
		Shed over 120 sq. ft. needs permit (All sheds need Land Use Permits)	
		Land Use Permit	\$25.75
		Fence Permit	\$25.75
<b>SEC. 7-126</b> <b>ELECTRICAL CONTRACTOR REGISTRATION</b>	\$150.00	One year	
<b>SEC. 7-127</b> <b>SPECIAL ELECTRICIAN REGISTRATION</b>	\$150.00	One year	
<b>SEC. 7-132</b> <b>CONDITIONS OF CERTIFICATES OF INSURANCE</b>			
Electrical Contractors	\$100,000/ \$300,000		
Special Electricians	\$100,000/ \$300,000		
<b>SEC. 7-149</b> <b>RESIDENTIAL ELECTRICAL INSPECTION PERMIT FEES</b>			
Base Rate	\$30.00		
New House	\$150.00		
Rough Wiring-Openings	\$10.00	1 to 14, inclusive	
	\$7.00	15 to 30, inclusive, additional	
	\$0.20	Over 30, Per additional opening	
Lighting Fixtures: Incandescent/Fluorescent/Porcelain Bases	\$10.00	1 to 14, inclusive	
	\$7.00	15 to 30, inclusive, additional	
Electrical Services: Temporary/Permanent	\$15.00	Temporary Service	
	\$20.00	To 225-ampere capacity	
	\$30.00	Over 225-ampere capacity	

SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
	\$10.00	Additional replacement services	
	\$7.00	Subpanels	
Motors, Per Unit	\$8.00	0 to 10 HP	
	\$10.00	Over 10 HP	
Dishwasher, Disposal, Electric Dryer, Sump Pump, Door Opener, Water Heater, Cooking Equipment, Bath Fan, Etc.	\$5.00	Each unit	
Central Heating & Cooling Unit	\$8.00	Each unit	
Supplemental Heating/Cooling	\$5.00	Each unit	
Generators, Transfer Switch, Car Charging Station, Hot Tub, Feeder Panel, Etc.	\$10.00	Each Unit	
Reinspection of Unapproved Work	\$75.00		
Reinspection Fee Due To Wrong Address, No Address Posted, Incomplete Work, Insufficient Information, Unable to Enter, or for Uncorrected Violations.	\$10.00	Each Trip	
Certificate of Insurance	\$100,000/ \$300,000		
<b>SEC. 7-149</b>			
<b>COMMERCIAL AND INDUSTRIAL ELECTRICAL INSPECTION PERMIT FEES</b>			
Base Rate	\$30.00		
Rough Wiring-Openings	\$30.00	1 to 14, inclusive	
	\$15.00	15 to 30, inclusive, additional	
	\$0.30	Over 30, Per additional opening	
Lighting Fixtures:	\$30.00	1 to 14, inclusive	
	\$15.00	15 to 30, inclusive, additional	
	\$0.30	Over 30, per additional opening	
Electrical Services: Temporary/Permanent	\$20.00	Temporary Service	
	\$40.00	Permanent Service up to 400 ampere	
	\$60.00	Permanent Service 401-800 ampere	
	\$80.00	Permanent Service over 800 ampere	
	\$10.00	Additional replacement services	
Motors, Per Unit	\$10.00	0 to 10 HP	
	\$15.00	Over 10 HP	
Transformers, Per Unit	\$20.00	0 to 75 KVA	
	\$30.00	Over 75 KVA	
Feeder Panels	\$15.00	Up to 225 A	
	\$20.00	Above 225 A	
Dishwasher, Disposal, Electric Dryer, Sump Pump, Door Opener, Water Heater, Cooking Equipment, Exhaust Fans	\$5.00	Each unit	
Central Heating & Cooling Unit	\$8.00	Each unit	
Supplemental Heating/Cooling	\$5.00	Each unit	
Illuminated Signs and Outline Lighting	\$10.00	Each sign	
Neon and All Signs Using Secondary Voltage of 600 Volts or More	\$10.00	Each transformer	
Special Equipment such as Generators, X-ray Equipment, Converters, Welders Etc.	\$15.00	Each Unit	
Reinspection Fee Due To Wrong Address, No Address Posted, Incomplete Work, Insufficient Information, Unable to Enter, or for Uncorrected Violations	\$75.00	Each Trip	
In-Ground Swimming Pool/Hot Tub Bonding Inspection	\$30.00		
Specialized Systems such as Solar PV Systems, Wind Generated Systems, Etc.	\$30.00		
Certificate of Insurance	\$100,000/ \$300,000		
<b>SEC. 7-364</b>			
<b>ANNUAL PERMIT FOR PLUMBING WORK</b>			
	\$100.00	One year	
<b>SEC. 7-365</b>			
<b>PLUMBING FEES</b>			
Base Rate	\$30.00		
Water closet, urinals, bidets, tubs, showers, lavatories, sinks, hand sinks, floor sinks, grease trap, disposal, dishwasher, drinking fountain, laundry drain, laundry sink, sump, floor drains, roof drains, backwater valve, sewage eject, vacuum breakers, mop sinks.	\$8.50		
Water softener, Water heater	\$15.00		
Sewer Connections To/Or Continuation from Main	\$30.00		
Multiple Sewer Stubs	\$15.00	Each	
Additional Fixture, Trap or Trap Opening (To Apply Towards Minimum Fee)	\$8.50		
Reinspection of Unapproved work	\$75.00		
Water Treatment or Storage Units	\$20.00		
Backflow Protective Devices-Water	\$8.50		
Reconstruction or Alteration of Drains, Stacks or Vents	\$20.00		
One bathroom house	\$135.00		
Two bathroom house	\$161.00		
Three bathroom house	\$208.00		
Working w/o permit	\$100.00		
<b>SEC. 7-450</b>			
<b>LICENSE FEE, MOVING A BUILDING</b>			
	\$30.00	One Week	

# Item G.2.d.

FY19 Fee Schedule Draft.xlsx

SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
	\$60.00	One Month	
	\$100.00	Six Months	
	\$200.00	One Year	
<b>SEC. 7-476</b>			
<b>MOVING PERMIT FEE ACCORDING TO STRUCTURE</b>			
Structure Less than 200 sq. ft.	\$10.00		
Structure More than 200 sq. ft. and Less than 500 sq. ft.	\$50.00		
Structure More than 500 sq. ft.	\$100.00		
<b>SEC. 7-553</b>			
<b>MECHANICAL FEES</b>			
Base Rate	\$30.00		
New House	\$150.00		
Apartments	\$70.00	Per Unit	
AC 0 to 3 Ton	\$20.00		
AC 3.5 Ton - 5 Ton	\$40.00		
AC 5.5 Ton - 30 Ton	\$50.00		
AC 30.5 - 50 Ton	\$60.00		
AC over 50 Ton	\$3.00	Per Ton	
AH 0 to 10,000 CFM	\$20.00		
AH over 10,000 CFM	\$30.00		
Air-to-Air Heat Exchanger	\$15.00		
Bath Exhaust	\$5.00		
Boiler - 0 to 100,000	\$20.00		
Boiler - 100,001 to 500,000	\$30.00		
Boiler - 500,001 to 1,000,000	\$45.00		
Boiler 1,000,000 to 1,750,000	\$60.00		
Boiler over 1,750,000	\$100.00		
Duct Alterations	\$20.00		
Fireplace	\$15.00		
Furnace - Electric	\$25.00		
Furnace - Gas	\$25.00		
Furnace Vents	\$15.00		
HPP 1-4 Outlets	\$0.00	No charge	
HPP 5+ Outlets	\$2.00	Per Outlet	
In-floor Heat	\$20.00		
VAV Boxes	\$10.00		
Ventilation - Multiple	\$10.00		
Ventilation - OH	\$10.00		
Ventilation - Type 1 Hood	\$50.00		
Ventilation - Type 2 Hood	\$25.00		
Working w/o Permit	\$100.00		
Incinerator - Comm/Ind	\$70.00		
Incinerator - Residential	\$16.25		
Miscellaneous	\$20.00		
NPP 1-4 Outlets	\$2.00		
NPP 5+ per Outlet	\$0.50		
Other per Hr	\$40.00	Per Hour	
Outside Hr Change	\$40.00	Per Hour	
Plan Review	\$30.00	Per Hour	
Reinspection Fee	\$75.00		
<b>REFRIGERATION FEES</b>			
Base Rate	\$20.00		
Condensing Units:			
1/6 hp - 1/3 hp	\$15.00		
1/3 hp - 1 hp	\$20.00		
1 hp or greater	\$30.00		
Cooling Towers	\$20.00		
Walk-in Coolers/Freezers	\$20.00		
Unit Coolers	\$20.00		
Industrial Refrigeration	\$8.00	Per hp	
<b>SEC. 7-561</b>			
<b>CONDOMINIUM CONVERSION</b>			
Condominium Conversion	\$400.00	Per Unit	
<b>SEC. 11-32</b>			
<b>COMMERCIAL FIRE INSPECTION</b>			
Initial Inspection	See Attached		
First Re-inspection	\$100.00		
Second Re-inspection	\$150.00		
Third and Each Subsequent Re-inspection	\$200.00		
Owner does not show	\$50.00	With verbal acknowledgement of appointment by owner/occupant	
Inspection after normal business hours	\$50.00		
Day Care Inspections	\$50.00		
Temporary Structure Inspection	\$50.00	Initial structure	
	\$25.00	each additional temp structure	
<b>FALSE ALARMS</b>			
1 <sup>st</sup> occurrence of year	\$0.00		
2 <sup>nd</sup> occurrence of year	\$0.00		
3 <sup>rd</sup> occurrence of year	\$200.00		
4 <sup>th</sup> occurrence of year	\$200.00		
5 <sup>th</sup> -9 <sup>th</sup> occurrence of year	\$275.00	Each	
10 <sup>th</sup> and above occurrence of year	\$425.00	Each	
Evidence of Repair in Lieu of Fee		Fire Chief discretion	
Alarm activation without notification	\$200.00	Each occurrence	
<b>RESIDENTIAL FIRE SPRINKLER SYSTEM</b>			
One & Two Single Family Home	\$100.00		
<b>FIRE ALARM/SPRINKLER SYSTEM INSPECTIONS</b>			

SCHEDULE OF FEES	ADOPTED RATE		ADDITIONAL INFORMATION	PROPOSED RATE
<b>Fire Sprinkler System Construction Permits</b>				
0-4,999 square foot	\$80.00	Per Floor		
5,000-7,499 square foot	\$160.00	Per Floor		
7,500+ square foot	\$240.00	Per Floor		
System Hydro Test (additional)	\$80.00			
Re-inspections due to test failure	\$40.00	Per hour		
Stand Pipe (additional)	\$150.00			
Fire Pump (additional)	\$150.00			
Kitchen Hood Permits	\$40.00			
System installed without permit	\$160.00	Per system		
System installed/operating w/o testing	\$320.00	Per system		
<b>Fire Alarm Systems Construction Permits</b>				
0-4,999 square foot	\$80.00	Per Floor		
5,000-7,499 square foot	\$160.00	Per Floor		
7,500+ square foot	\$240.00	Per Floor		
Acceptance testing of Newly installed and/or modified alarm systems	\$40.00	Per Hour, Per Inspector		
Re-inspections due to test failure	\$40.00	Per hour		
System installed without permit	\$160.00	Per system		
System installed/operating w/o test	\$320.00	Per system		
<b>Solar Panel Fire Permit</b>				
0-4,999 square foot	\$80.00			
5,000-7,499 square foot	\$160.00			
7,500+ square foot	\$240.00			
<b>Clean Agent Fire Suppression System Construction Permits</b>				
Initial permits	\$100.00			
Plan review and inspection	\$80.00			
Re-inspection due to test failure	\$40.00			
Inspection after normal hours	\$40.00			
<b>VEHICLE FIRES &amp; EXTRICATIONS</b>				
Passenger vehicle fire (<10,000 lbs)	\$150.00			
Comm. vehicle fire (>10,000 lbs)	\$200.00			
Extrication of victim from vehicle	\$250.00			
<b>SPECIAL EVENT STANDBY</b>				
Personnel without equipment	\$30.00	Per Hour, Per Person		
Heavy Apparatus - up to 4 personnel	\$250.00			
Light Apparatus - up to 2 personnel	\$200.00			
Extrication of victim from vehicle	\$250.00			
<b>HAZARDOUS MATERIAL RESPONSE</b>				
Heavy Apparatus - up to 4 personnel	\$250.00	Per Hour-1 hr. min.		
Light Apparatus - up to 2 personnel	\$200.00	Per Hour-1 hr. min.		
Additional response personnel	\$20.00	Each- Per hour		
Expended Materials		Replacement cost		
Equipment Repair/Cleaning		Cost (parts,labor,s/h)		
Damaged Equipment/Property		Cost to replace/repair		
Other (incl. Contracted svcs/equip)		Cost		
<b>TECHNICAL RESCUE</b>				
Heavy Apparatus - up to 4 personnel	\$250.00	Per Hour-1 hr. min.		
Light Apparatus - up to 2 personnel	\$200.00	Per Hour-1 hr. min.		
Specialized Technical Rescue Equip	\$400.00	Per incident		
Expended Materials		Replacement cost		
Equipment Repair/Cleaning		Cost (parts,labor,s/h)		
Damaged Equipment/Property		Cost to replace/repair		
Other (incl. Contracted svcs/equip)		Cost		
<b>FIREWORKS PERMIT</b>				
New Location	\$150.00	Each Event		
Repeat Location - Display Cost \$1-\$1,000	\$50.00			
Repeat Location - Display Cost \$1,001 or greater	\$75.00			
Permanent & Temporary Structure Inspection				\$100.00 per inspection, per location, if not reimbursed by the state
<b>FLAMMABLE/COMBUSTIBLE LIQUID TANK PERMIT</b>				
Installation of new above or below ground tank	\$200.00	Per Tank		
Removal of above or below ground tanks	\$150.00	Per Tank		
Modification of tanks, piping, valves and dispensing equipment to include reconstruction, tapping, tank cutting, vent pipe relocations, dispenser piping, repiping and tank repair of repiping.	\$75.00			
Permanent LP Tank Installation	\$80.00	Per tank		
Temporary LP Tank Installation	\$40.00	Per tank		
<b>SEC. 12-5</b>				
<b>GARBAGE AND REFUSE</b>				
32 Gallon Garbage Cart				\$9.00 Per Month
32 Gallon Replacement Cart				\$38.70
68 Gallon Garbage Cart				\$17.00 Per Month
68 Gallon Replacement Cart				\$45.55
95 Gallon Garbage Cart				\$26.50 Per Month
95 Gallon Replacement Cart				\$53.60
95 Gallon Yard Waste Cart				\$10.00 Per Dump
April, October, November				\$5.00 Per Dump
Replacement Yard Waste Cart				\$63.58
Additional Yard Waste Cart				50.00 (no more than 2)
Christmas Tree Tags				\$1.25 Each
Appliances				\$7.50 Each
Computers/Televisions				\$5.00 Each
Bicycle Tire				\$1.00 Each



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SCHEDULE OF FEES	ADOPTED RATE		ADDITIONAL INFORMATION	PROPOSED RATE
Motorcycle Tire				\$2.00 Each
Automobile Tire				\$2.50 Each
With Rim				\$5.00 Each
Truck/Tractor Tire				\$6.50 Each
With Rim				\$9.00 Each
Sand Bags				\$.50 Each
Extra Refuse Bag Tag				\$1.25 Each
Demolition Waste				\$59.15/Ton
Solid Waste				\$57.50/Ton
Yard Waste				\$29.50/Ton
Scale Charge				\$3.00
Leaf Vacuum Service				\$50.00/Visit
Asphalt Shingles- free of contaminants				\$30.00/Ton
Asphalt Shingles- with contaminants				\$59.15/Ton plus \$10.00/Ton Service Charge
<b>For information only. Fees set by Code of Ordinances</b>				
<b>SEC. 12-13</b>				
<b>TRASH DUMPSTERS OR RECEPTACLES IN CITY PARKING LOTS</b>				
Permit	\$300.00	Per Year		Per Receptacle, Per Year
<b>SEC. 14-77</b>				
<b>MINIMUM RENTAL HOUSING INSPECTION</b>				
Initial Inspection	\$50.00	Each building and		
	\$20.00	Each additional unit		
First Re-inspection				
*If violations are corrected at the time of first re-inspection; fee will be waived.	\$40.00*	Each Unit		
Second Re-inspection	\$80.00	Each unit re-inspected		
Third Re-inspection	\$160.00	Each unit re-inspected		
Fourth Re-inspection	\$320.00	Each unit re-inspected		
Inaccessible Unit	\$25.00	Each unit		
Tri-Annual Registration Fee	\$75.00	Each building		
Replacement of Occupancy Permit	\$5.00	Each unit		
Permit Unavailable During Any Inspection	\$25.00	Each unit		
Re-scheduling fee-				
*If owner/agent canceled within 48 hrs of inspection or does not show for inspection	\$50.00*	Each Unit		
Requested inspection outside normal cycle	\$50.00	*if violations exist		
<b>FIRE EXTINGUISHER TRAINING</b>				
0-25 Students	\$40.00			
25-50 Students	\$80.00			
More than 50 Students	\$120.00			
Fire Extinguisher recharge	\$25.00	Per extinguisher		
<b>SEC. 16-35</b>				
<b>MOBILE MERCHANT</b>				
	\$50.00	Per month		
	\$500.00	Each year		
<b>SEC. 16-52</b>				
<b>PAWNBROKER LICENSE</b>				
	\$65.00	Each year		
<b>SEC. 16-191</b>				
<b>CLOSING - OUT SALE LICENSE</b>				
<b>If a Resident Merchant</b>				
A. The stock of goods on hand is valued at five thousand dollars or less.	\$35.00			
B. The stock of goods on hand is valued in excess of five thousand dollars, but not more than fifteen thousand dollars.	\$65.00			
C. The stock of goods on hand is valued in excess of fifteen thousand dollars.	\$110.00			
<b>If a Transient Merchant</b>				
A. The stock of goods on hand is valued at five thousand dollars or less.	\$165.00			
B. The stock of goods on hand is valued in excess of five thousand dollars, but not in excess of fifteen thousand dollars.	\$330.00			
C. The stock of goods is valued in excess of fifteen thousand dollars.	\$550.00			
<b>SEC. 16-238</b>				
<b>ALARM BUSINESS PERMITS OR ALARM AGENT PERMITS</b>				
Alarm Business Permit	\$0.00			
Alarm Agent Permit	\$0.00			
Alarm System Permit	\$0.00			
<b>SEC. 16-237</b>				
<b>FALSE ALARM CALLS</b>				
	\$65.00	Per call after the 5th False Alarm per calendar year		
	\$100.00	Per call after the 10 <sup>th</sup> False Alarm per calendar year		
<b>SEC. 17-36</b>				
<b>MOBILE HOME PARK PRELIMINARY PLAN FEE</b>				
	\$150.00	And		
	\$1.00	Each lot or space		
<b>SEC. 17-66</b>				
<b>MOBILE HOME SUBDIVISIONS</b>				
Preliminary Plan Fee	\$150.00	And		
	\$1.00	Each lot or space		
Final Plan or Detailed Site Plan Fee	\$150.00	And		
	\$1.00	Each lot or space		
<b>SEC. 18-5</b>				
<b>ABATEMENT OF NUISANCES BY CITY AFTER NOTICE</b>				

SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
1-Hour Minimum	Employee's Effective Rate	These costs shall be assessed against the property for collection in the same manner as a property tax. Together with an administrative expense of \$5. I.C.A. § 364.12(3)(a), (h)	For equipment rates utilize current Iowa DOT Schedule of Equipment Rates unless otherwise noted in this document. <a href="http://www.iowadot.gov/local_systems/publications/equipment_rates_16.pdf">http://www.iowadot.gov/local_systems/publications/equipment_rates_16.pdf</a>
For Hire Contractor Labor & Equipment	Amount Invoiced by Contractor		
<b>SEC. 18-44 JUNK VEHICLES (IMPOUNDMENT FEE)</b>		As per Police Division Wrecker and Storage Contract	
<b>CHAPTER 20, CEDAR FALLS PARKS AND RECREATION</b>			
<b>RECREATION DIVISION PROGRAM FEES</b>			
<b>ADULT PROGRAMS</b>			
Basketball Leagues	\$370.00	Each Team 10 games	
Couples Volleyball Class	\$29.00	Per person 8 weeks	
Volleyball League	\$115.00	Each team 14 games	
Mini Volleyball	\$70.00	Each team 6 games	
Softball Leagues - 14 games			
Registration	\$355.00	Each team	
Player Fees	\$70.00	Each team	
Mixed League Softball	Plus \$25.00		
Ball Field Rental (field as is)	\$8.00	Per hour	
Youth Games Ball Field Rental - Non-profit			
501C3 Field Rental			
Week Day Evening	\$16.00		
Multiple Rentals (Max. 75 per season)	\$500 Max		
Fall Softball League - 10 games			
Registration	\$245.00	Each team	
Player Fees	\$60.00	Each team	
Softball Field Rental			
One Field - One Day	\$50.00		
Complex (weekend 1 & 2 day)	\$110.00	Plus any additional staff cost over the initial field preparation	
Pfeiffer (weekend 1 & 2 day)	\$130.00	Plus any additional staff cost over the initial field preparation	
Pfeiffer (field/night, league)	\$60.00		
Kickball League	\$70.00		
Flag Football League - 4 on 4	\$100.00	Each team	
Player Fee	\$15.00	Each player	
Dodgeball	\$70.00		
Golf Lessons - 4 lessons	\$38.00		
Tennis Lessons - 8 lessons	N/A		
Tournaments	Cost	Plus \$20.00	
Open Gym Schools, residents	\$3.00	Or RC punch card/membership	
Open Gym Schools, non-residents	\$6.00		
Beach House (6 hours)			Remove for FY19
Weekend (Friday-Sunday)	N/A		Remove for FY19
Weekday (Monday-Thursday)	N/A		Remove for FY19
Beach House (all day)			
Weekend (Friday-Sunday, Holidays)			
West	\$100.00		
East	\$200.00		
Full Facility	\$275.00		
Weekday (Monday-Thursday)			
West	\$62.50		
East	\$125.00		
Full Facility	\$175.00		
Shelter Rental - All Day	\$22.00		
Up to 6 hours	N/A		
Over 6 hours	N/A		
Gateway Shelter (10am-10:30pm)			
Monday - Thursday	\$70.00		
Friday-Sunday & Holidays	\$110.00		
Racquetball League - 11 games			
Singles	\$35.00		
Racquetball Lessons - 6 lessons	\$33.00		
Table Tennis League	\$16.00		
<b>EXERCISE CLASSES</b>			
Specialty Classes	Instructor + \$10.00		
Exercise Tryouts	\$5.00		
Fitness Pass w/o Rec Membership			
4 months unlimited	\$96.00		
1 month unlimited	\$35.00		
Fitness Pass w/ Rec Membership			
4 months unlimited	\$48.00		
1 month unlimited	\$30.00		
Circuit Weight Training w/o Fitness Pass/Rec Membership			
2 x Per Week - Per Month	\$28.00		
Circuit Weight Training w/ Fitness Pass/Rec Membership			
2 x Per Week - Per Month	\$14.00		
Cardio Cycling - Per Month w/o Fitness Pass/Rec Membership			

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FY19 Fee Schedule Draft.xlsx

SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
3 x Per Week - Per Month	\$42.00		
Cardio Cycling - Per Month w/ Fitness Pass/Rec Membership			
3 x Per Week - Per Month	\$21.00		
Rock On - Monthly w/Fitness Pass/Rec Membership			
3 x Per Week	\$26.00		
Rock On - Monthly w/o Fitness Pass/Rec Membership			
3 x Per Week	\$52.00		
Knock Out (with FP or RCM) 2 x Per Week Per Month	\$26.00		
Knock Out (no FP or RCM) 2 x Per Week Per Month	\$52.00		
Teen Weight Lifting Training (2) 2-hour classes	\$28.00		
<b>*RCM - Rec Center Membership</b>			
<b>*FP - Fitness Pass</b>			
<b>YOUTH PROGRAMS</b>			
Boys Baseball T-ball			
Registration	\$35.00		
Sponsor	\$250.00		
Boys Baseball 1			
Registration	\$38.00		
Sponsor	\$250.00		
Boys Baseball 2-3			
Registration	\$45.00		
Sponsor	\$500.00		
Boys Baseball 4-5			
Registration	\$48.00		
Sponsor	\$600.00		
Girls Softball T-ball			
Registration	\$35.00		
Sponsor	\$250.00		
Girls Softball 1			
Registration	\$38.00		
Sponsor	\$250.00		
Girls Softball 2-3			
Registration	\$45.00		
Sponsor	\$500.00		
Girls Softball 4-6			
Registration	\$48.00		
Sponsor	\$500.00		
Kindergarten Basketball			
Registration	\$30.00		
Sponsor	\$200.00		
Boys Basketball 5-6			
Registration	\$40.00		
Sponsor	\$500.00		
Boys Basketball 3-4			
Registration	\$35.00		
Sponsor	\$300.00		
Boys Basketball 1-2			
Registration	\$30.00		
Sponsor	\$300.00		
Girls Basketball 5-6 (format change)			
Registration	\$35.00		
Sponsor	\$250.00		
Girls Basketball 3-4			
Registration	\$35.00		
Sponsor	\$300.00		
Girls Basketball 1-2			
Registration	\$30.00		
Sponsor	\$300.00		
Summer Track			
Registration	\$45.00		
Sponsor	\$300.00		
Volleyball 3-6 (8 weeks)			
Registration	\$39.00		
Sponsor	\$400.00		
Flag Football K-2 (8 weeks)			
Registration	\$43.00		
Sponsor	\$200.00		
Flag Football 3-4			
Registration	\$43.00		
Sponsor	\$300.00		
Flag Football 5-6			
Registration	\$43.00		
Sponsor	\$500.00		
Baseball Club	\$45.00		
Softball Club	\$45.00		
Soccer K, 1 & 2			
Registration	\$29.00		
Sponsor	\$350.00		
Golf Lessons	\$28.00		
Tennis Lessons	\$45.00		
Tot Lot			
One Week	\$32.00		
Six Weeks	\$150.00		



SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
Open Gym in schools	No Charge		
Special Events	Cost	Plus \$5.00	
Tournaments	Cost	Plus 0-10%	
Indoor Park, 1-5 years	\$28.00		
Full Session (18- 22 times)	\$40.00		
Mini Session	\$18.00		
Daily	\$3.00		
Chew & View - 2 hours	\$6.00		
Parents Night Out - 2 hours	\$8.00		
Birthday Party	\$115.00		
Birthday Party - Theme Package	\$140.00		
Birthday Party - Theme & Pizza	N/A		
Add Pizza	\$25.00		
3 on 3 Basketball Tourney	\$30.00	Per Team	
Soccer Tournament	\$20.00		
Hot Shot Basketball	\$5.00		
Free Throw Contest	\$5.00		
Karate	\$30.00		
New Sports & Active Programs	Charge	Comparable	
Sack Lunch Days	\$25.00		
Tumbling - 5 sessions	\$30.00		
Hockey - Inline			
Registration	\$24.00		
Sponsor	\$150.00		
Camp Cedar Falls			
One Week	\$105.00		
Full Summer (1 week free)	\$735.00		
Pre and Post Care			
Daily	\$5.00		
Weekly	\$20.00		
Note: Sponsorship determined by cost of t-shirts adjusted up to the nearest \$50.00 increment.			
<b>SWIM POOL FEES</b>			
Daily Admission - Indoor			
Infant (under 2)	\$3.00		
Youth (3-17)	\$4.00		
Adult (18 & Up)	\$4.00		
Daily Admission - Outdoor			
Infant (under 2)	\$3.00		
Youth (3-17)	\$7.00		
Adult (18 & Up)	\$7.00		
<b>Summer</b>			
<b>Memorial Day-1st Day of School</b>			
Family Season Pass			
Resident**	\$195.00		
Non-Resident**	\$245.00		
*1 adult & 4 or less children or 2 adults and 3 or less children. Ea. Additional child in the family will be \$10.00			
Child Care Provider Pool Pass - Mon-Fri	\$60.00		
Adult Season Pass			
Resident	\$115.00		
Non-Resident	\$145.00		
Youth & Sr. (65 & Up) Season Pass			
Resident	\$110.00		
Non-Resident	\$140.00		
Lap Swim - Indoor			
Resident	\$75.00		
Non-Resident	\$85.00		
**Purchase your summer swim pass prior to May 15 & receive a \$10 discount for a family & \$5 for an individual pass.			
<b>Winter</b>			
<b>1st Day of School-Memorial Day</b>			
Family Season Pass (w/ Rec Membership)			
Resident	\$50.00		
Non-Resident	\$55.00		
Family Season Pass (w/o Rec Membership)			
Resident	\$130.00		
Non-Resident	\$140.00		
Adult Season Pass (w/ Rec Membership)			
Resident	\$25.00		
Non-Resident	\$30.00		
Adult Season Pass (w/o Rec Membership)			
Resident	\$95.00		
Non-Resident	\$100.00		
Youth Season Pass - 17 & Under (w/ Rec Membership)			
Resident	\$25.00		
Non-Resident	\$30.00		
Youth Season Pass - 17 & Under (w/o Rec Membership)			
Resident	\$75.00		
Non-Resident	\$80.00		
<b>*RCM - Rec Center Membership</b>			
Swim Lesson - Youth	\$32.00		
Swim Lesson - Adult	\$35.00		
WSI	\$70.00		

# Item G.2.d.

FY19 Fee Schedule Draft.xlsx

SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
Aqua Trim	\$32.00		
Deep Water Aqua Trim	\$32.00		
Aqua Trim Tryout	\$5.00		
Stretching Aqua Trim	\$32.00		
Lap Swim - Daily	\$4.00	Or Pass	
Life Guarding	\$115.00		
Scuba Diving	Cost	Plus \$10.00	
Pool Rental ID, 1-75 people	\$60/hr.		
Pool Rental ID, 76 or more people	\$75/hr.		
Pool Rental OD			
Zero Depth - 2 hours	\$200.00		
Zero Depth / Lazy River / 2 Waterslides -- 2 hours	\$425.00		
Lap Pool / Lazy River / 2 Waterslides - 2 hours	\$525.00		
Lap Pool - 2 hours	\$325.00		
Entire Facility - 2 hours			
No Concessions	\$625.00		
Concessions Sold - Resident	\$25.00/hr.		
Cost - Programs that are listed, as cost will be charged on the basis of direct program costs excluding administration and office costs.			
New programs will be charged a comparable fee to other similar activities			
Sponsor fee may change in some cases depending on the registration, program changes or sponsor charge.			
** Summer Family Swim Pass - Resident & Non-Resident - Will be the fee listed for 1 adult or 4 or less children or 2 adults and 3 or less children.			
Each additional child in the family will be \$10.00. Implemented Spring 2012.			
<b>RECREATION CENTER</b>			
Admission			
Daily Resident			
12 Grade & Under	\$5.00		
Adult	\$7.00		
Senior Citizen	\$6.00		
Holiday Special Event Admission	\$3.00	Per person - Any age	
Daily Non-Resident			
12 Grade & Under	\$5.00		
Adult	\$7.00		
Senior Citizen	\$6.00		
Resident Yearly Memberships			
Individual			
12 Grade & Under	\$90.00		
Adult	\$145.00		
Senior Citizen	\$130.00		
Family	\$220.00		
Non-Resident Yearly Memberships			
Individual			
12 Grade & Under	\$200.00		
Adult	\$340.00		
Senior Citizen	\$280.00		
Family	\$450.00		
4-Month (May-August only)			
Resident			
12 Grade & Under	\$45.00		
Adult	\$72.50		
Senior Citizen	\$65.00		
Family	\$110.00		
Non-Resident			
12 Grade & Under	\$100.00		
Adult	\$170.00		
Senior Citizen	\$140.00		
Family	\$225.00		
20-Punch Card - Residents			
12 Grade & Under	\$45.00		
Adult	\$73.00		
Senior Citizen	\$65.00		
20-Punch Card - Non-Resident			
12 Grade & Under	\$130.00		
Adult	\$130.00		
Senior Citizen	\$110.00		
Replace I.D. Card	\$7.00		
Corporate Rate			
Individual	\$200.00		
Family	\$265.00		
Racquetball			
Drop-in, per hour	\$0.00	Each	
Reservation, per hour	\$2.00	Each	
10 Punch Card	\$17.00	to \$20.00 Value	
Child Care			
2-hour stay	\$2.50		
20-Punch Card	\$40.00		
Rentals			
Resident Non-profit Organizations			

SCHEDULE OF FEES	ADOPTED RATE		ADDITIONAL INFORMATION	PROPOSED RATE
Entire facility w/ adequate approved adult supervision 1:20 ratio				
Per Hour	\$50.00	Plus staff cost		
Each additional hour	N/A			
Maximum cost (12 hr. max.)	N/A			
Meeting Room	\$10.00	Per hour		
Full Room	\$25.00	Per hour		
Gym Rental				
Fit Gym	\$35.00	Per hour + staff cost		
½ of Old Gym	\$35.00	Per hour + staff cost		
All of Old Gym	\$70.00	Per hour + staff cost		
Activity Room	\$25.00	Per hour + staff cost		
*s.c. - Staff Cost (if needed)	\$25.00			
<b>COMMUNITY CENTER RENTAL</b>				
<b>Regular Hours:</b>				
<b>Monday-Friday 8am - 4pm</b>				
<b>Seniors citizens (over 65) Events:</b>				
Monday-Friday Non-Holidays 8am - 4pm				
Non-Organized Clubs	No Charge			
Organized Clubs	\$8.00	Per hour		
Outside Regular Community Center Hours	\$10.00	Per hour		
<b>All Other Non-Profit Events:</b>				
Non-Holiday weekdays 8am-4pm				
Area of facility (Includes Staff Cost):				
Minimum 1 1/2 hour Rental				
Common Area - Front or West Half	\$25.00	Per hour		
Dining Area - Back or East Half w/Kitchen	\$25.00	Per hour		
Studio/Dance/Exercise Floor Only	\$25.00	Per hour		
Any Two Of The Above Areas	\$40.00	Per hour		
All Three Of The Above Areas	\$60.00	Per hour		
Weekends, Holidays & Outside of Regular Hours - Minimum 1 1/2 hour Rental				
Area of facility (Includes Staff Cost):				
Common Area - Front or West Half	\$30.00	Per hour		
Dining Area - Back or East Half w/Kitchen	\$30.00	Per hour		
Studio/Dance/Exercise Floor Only	\$30.00	Per hour		
Any Two Of The Above Areas	\$50.00	Per hour		
All Three Of The Above Areas	\$75.00	Per hour		
Security Deposits for Weekends, Holidays & Outside of Regular Hours:				
Non-Beer and/or Wine Events	\$250.00			
Events with Beer and/or Wine	\$500.00			
<b>HEARST CENTER FOR THE ARTS:</b>				
<b>Regular Business Hours:</b>				
<b>Tuesday &amp; Thursday 9am - 9pm</b>				Tuesday & Thursday 10am - 9pm
<b>Wednesday &amp; Friday 9am - 5pm</b>				Wednesday & Friday 10am - 5pm
<b>Saturday &amp; Sunday 1pm - 4pm</b>				
Members of Friends of the Hearst receive 10% off space rental				
Qualifying nonprofit or educational groups receive 50% off space rental				
Equipment and staffing fees are the same for everyone				
Mae Latta Hall	\$30.00	Per hour		
Hearst Reading Room	\$15.00	Per hour		
Nancy Price Meeting Room	\$15.00	Per hour		
Rownd I & Rownd II Classrooms	\$25.00	Per hour for one room		
	\$40.00	Per hour for both rooms		
McElroy Classroom	\$25.00	Per hour		
Corning Patio	\$35.00	Per hour		
	\$15.00	Per hour if rented in addition to classroom		
Sculpture Garden	\$300.00	up to four hours		
	\$50.00	each additional hour		
Equipment Use and Service:				
Piano	\$20.00			\$30.00
AV Equipment	\$20.00			REMOVE
LCD Projector	\$30.00			REMOVE
Table Cloths	\$5.00	Each table cloth		REMOVE
Coffee (30 cup pot only-coffee not provided)	\$8.00			
Coffee (60 cup pot only-coffee not provided)	\$12.00			
Room Set-Up	\$10.00	for events fewer than 25		
	\$25.00	for groups 26-100		
Additional Fees:				
Staff member if event takes place outside center hours	\$30.00	Per hour		
An additional fee will be deducted from the security deposit if the space requires cleaning.				
A nonrefundable deposit of 50% of the rental fee is due at the time the reservation is made				
A security deposit may be required depending on the nature of the event				

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SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
All events during which food or beverages will be served or that take place outside center hours will require a security deposit of \$250.00			
Alcoholic beverages (beer & wine) may be served only in compliance with the Hearst Center's alcoholic beverage policy. There will be a \$500.00 security deposit, and an off-duty police officer must be present during the entire event.			
<b>VISITOR CENTER RENTAL</b>			
During Regular Business Hours:			
Monday-Friday 8am - 5pm		30 people maximum & use of conference room and patio	30 people maximum & use of conference room and patio only
Half Day (4 hours)	\$100.00	Flat Fee	
Full Day (8 hours)	\$200.00	Flat Fee	
Saturday 9am - 4pm & Sunday Noon-4pm		30 people maximum & use of conference room and patio	\$50.00 Per Hour, Use of conference room and patio only
Individuals & Non-profit Organizations	\$30.00	Per Hour	Delete
For Profit Organization	\$50.00	Per Hour	Delete
Outside Regular Visitor Center Hours			75.00 Per Hour
Individuals & Non-profit Organizations	\$50.00	Per Hour	Delete
For Profit Organization	\$70.00	Per Hour	Delete
Monday-Friday 8am-5pm, Saturday 9am-4pm & Sunday noon-4pm (over 30 people)	\$50.00	Per Hour	Delete
<b>PAW PARK</b>			
Usage Fees			
Annual			
First Dog	\$15.00		
Each Additional Dog	\$15.00		
Daily	\$2.00	Per dog	
<b>VETERANS PARK</b>			
Memorial Brick			Add Fee \$75.00
<b>CEMETERY FEES</b>			
Services			
Adult Spaces, Flush Marker Section	\$675.00		
Adult Spaces, Monument Section	\$800.00		
Infant Spaces 2' X 5'	\$250.00		
Infant Spaces 2.5' X 5'	\$260.00		
Adult Open and Close - Weekday	\$750.00		
Adult Open and Close - Saturday a.m.	\$900.00		
Adult Open and Close - Saturday p.m.	\$950.00		
Adult Open and Close - Less than 8-hour Notice	\$925.00		
Infant Open and Close - Weekday			
Without Tent	\$335.00		
With Tent	\$385.00		
Infant Open and Close - Saturday			
Without Tent	\$425.00		
With Tent	\$500.00		
PM - Add	\$50.00		
Cremains - Weekday			
Without Tent	\$350.00		
With Tent	\$400.00		
Cremains - Saturday			
Without Tent	\$425.00		
With Tent	\$500.00		
PM - Add	\$60.00		
Winter Cremains - Weekday with Tent	\$625.00		
Winter Cremains - Saturday a.m. with Tent	\$725.00		
Winter Cremains - Saturday p.m. with Tent	\$775.00		
Services before 9:00 a.m.	\$175.00	Additional	
Services entering Cemetery after 3:00 p.m.	\$200.00	Additional and	
	\$50.00	Each hr after 4:00 p.m.	
Disinterment - Adult	\$1,250.00		
Disinterment - Infant/Cremains	\$550.00		
Foundation and Marker Permit (Charged to Monument Company)	\$65.00		
Cemetery Lot Ownership and Deed Changes	\$60.00		
<b>NOTE: No Tent Service Available for Interments which Require a Vault</b>			
<b>SEC. 19-68</b>			
<b>HAZARDOUS WASTE SPILLS</b>	\$50.00	Min. per Incident	
<b>SEC. 20-249</b>			
<b>TREE TRIMMER'S LICENSE</b>			
Bond or Evidence of Insurance	\$55.00	Each year	
Bond or Evidence of Insurance	\$5,000.00		
Certificate of Liability Insurance	\$100,000/ \$300,000		
<b>SEC. 20-263</b>			
<b>FAILURE TO DESTROY NOXIOUS WEEDS &amp; OTHER VEGETATION</b>			

SCHEDULE OF FEES	ADOPTED RATE		ADDITIONAL INFORMATION	PROPOSED RATE
1-Hour Minimum	Employee's Effective Rate	These costs shall be assessed against the property for collection in the same manner as a property tax. I.C.A. §364.12(3)(g), (h)	For equipment rates utilize current Iowa DOT Schedule of Equipment Rates unless otherwise noted in this document. <a href="http://www.iowadot.gov/local_systems/publications/equipment_rates_16.pdf">http://www.iowadot.gov/local_systems/publications/equipment_rates_16.pdf</a>	
For Hire Contractor Labor & Equipment	Amount Invoiced by Contractor			
<b>CHAPTER 22 PUBLIC SAFETY SERVICES</b>				
<b>COPY RECORDS / DIGITAL DATA</b>				
Police Reports	\$15.00	Each report		
Applicant Fingerprinting	\$10.00	1-3 cards		
Additional cards	\$2.00	Per card		
Video Duplication	\$15.00	Each DVD		
Photo Reprints (4x6 in-house)	\$1.00	Each		
Photo Reprints (larger/out-source)	At Cost			
Junk Vehicle Certificate	\$10.00			
Fire Incident Reports	\$10.00	Each report		
Fire Investigative Reports (Non-Criminal)	\$10.00	Each report		
Copying of records - major project	Applicable fee above + staff time			
<b>POLICE SERVICES</b>				
House/Garage Moving Permit	\$40.00/hr.	1/2 hr. min.		
Funeral Escort	\$25.00			
1 Hr. of Squad Car Usage	\$16.50			
<b>SEC. 23-125 SIDEWALK CONSTRUCTION OR REMOVAL PERMIT</b>	\$30.00			
<b>SEC. 23-132 REPAIR OF DEFECTIVE SIDEWALKS</b>				
For Hire Contractor	Amount Invoiced by Contractor	These costs shall be assessed against the abutting property for collection in the same manner as a property tax. I.C.A. §364.12(2)(b), (e)		
<b>SEC. 23-134 REMOVAL OF SNOW &amp; ICE FROM SIDEWALKS</b>				
1-Hour Minimum	Employee's Effective Rate	These costs shall be assessed against the property for collection in the same manner as a property tax. I.C.A. §364.12(3)(g), (h)	For equipment rates utilize current Iowa DOT Schedule of Equipment Rates unless otherwise noted in this document. <a href="http://www.iowadot.gov/local_systems/publications/equipment_rates_16.pdf">http://www.iowadot.gov/local_systems/publications/equipment_rates_16.pdf</a>	
For Hire Contractor Labor & Equipment	Amount Invoiced by Contractor			
<b>SEC. 23-159 DRIVEWAY ENTRANCE PERMIT</b>	\$30.00			
<b>SEC. 23-162 DRIVEWAY CONTRACTOR'S BOND</b>	\$5,000.00	Renewable annually		
<b>SEC. 23-3 STREET MEETINGS</b>				
Use of barricades for block parties or street closures	\$25.00	Block - up to Maximum of \$100.00		
<b>SEC. 23-65(d) TABLES, CHAIRS AND/OR BENCHES PERMIT</b>	\$25.00	Annually		
<b>SEC. 23-65(e) TEMPORARY SIGNS PERMIT FOR DOWNTOWN SIDEWALK</b>	\$25.00	Annually		
<b>SEC. 23-70 SIDEWALK CAFÉ PERMIT</b>	\$50.00 \$250.00	Annually Cash deposit		
<b>SEC. 23-74 PUBLIC RIGHT OF WAY EASEMENT</b>	\$1.00	Per square foot of public sidewalk within sidewalk café area		
<b>SEC. 23-89 EXCAVATION PERMIT</b>	\$30.00			
<b>SEC. 24-19 APPROVAL OF MINOR PLAT</b>	\$150.00			
<b>SEC. 24-29 APPROVAL OF PRELIMINARY PLAT</b>	\$300.00			\$300.00 + \$5.00 per acre
<b>SEC. 24-42 APPROVAL OF FINAL PLAT</b>	\$300.00			
<b>SEC. 24-73 PROCESSING FEES FOR DEDICATION, VACATION OF CITY RIGHT-OF-WAY UTILITY EASEMENT VACATION</b>	\$200.00 \$200.00			
<b>CHAPTER 26 TRAFFIC AND MOTOR VEHICLES</b>				
<b>PARKING METER</b>		Fees Covered By Ordinance		
<b>SEC. 26-254 IMMOBILIZATION OF VEHICLES</b>	\$50.00			
<b>SEC. 26-497 ISSUANCE OF BICYCLE REGISTRATION TAG</b>	\$2.00			
<b>CHAPTER 27 UTILITIES</b>				
<b>SEWERS AND SEWAGE DISPOSAL</b>				



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SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE														
Septic Tank Discharge Fee	\$13.00	per 1,000 gallons of tank truck capacity															
Hydro-Cleaner	\$150.00	Per Hour															
Sludge Truck	\$150.00	Per Hour															
Sewer Televising Apparatus	\$150.00	Per Hour															
Utility Truck	\$75.00	Per Hour															
Pump	\$50.00	Per Hour															
All equipment listed above: 1-Hour Minimum																	
Personnel: 1-Hour Minimum	Employee's Effective Rate	Plus 20% administrative fee															
<b>SEC. 27-301</b>																	
<b>STORM WATER POLLUTION PREVENTION PLAN APPLICATION</b>																	
Subdivision plat or initial land development	\$50.00	Per acre exposed															
Subsequent development of lot or parcel of original tract of land	\$100.00	Single family unit															
	\$50.00	Per residential unit for multiple unit complex															
	\$10.00	Per 1,000 sq. ft. of impervious surface															
<b>SEC. 28</b>																	
<b>VEHICLES FOR HIRE</b>																	
<b>SEC. 28-34 License Fee</b>	\$110.00	Each year before March 31															
	\$165.00	after March 31															
	\$30.00	Each vehicle before March 31															
	\$45.00	after March 31															
Vehicle replacement/substitution	\$10.00	Each vehicle/ Each occurrence															
<b>SEC. 28-39</b>																	
<b>APPLICATION FOR DRIVER LICENSE</b>	\$12.00	Each															
<b>SEC. 28-45</b>																	
<b>Renewal of License</b>	\$6.00	Each renewal before March 31															
	\$12.00	Each renewal after March 31															
<b>SEC. 29-4</b>																	
<b>ZONING ORDINANCE AMENDMENT (TEXT OR MAP)</b>																	
Rezoning Request	\$500.00																
Board of Adjustment - Variances	\$350.00																
Board of Adjustment - Special Exceptions	\$350.00																
Land Use Permits	\$25.00																
Site Plan Review																	
- Façade Review for commercial & minor residential improvements	\$50.00																
- Residential Review, Single Family & Two-Family Residential	\$100.00																
- Commercial Review including multi-family residential facilities	\$200.00		\$300.00														
<b>SEC. 29-123</b>																	
<b>Communication Towers</b>	\$200.00																
<b>SEC. 29-127</b>																	
<b>Wind Energy Facilities</b>	\$200.00																
<b>COMMERCIAL FIRE INSPECTION FEE SCHEDULE</b>																	
The purpose of this ordinance is to provide minimum standards to safeguard life, health, property and public welfare by regulating and controlling the design, construction, quality of materials, use and occupancy, location and maintenance of all nonresidential businesses, buildings and structures within this jurisdiction and certain equipment specifically regulated by the adopted Fire Code of the City of Cedar Falls.																	
New Construction applications for permit shall comply with the adopted Codes of the City of Cedar Falls.																	
ANNUAL LIFE SAFETY PERMITS, LICENSES, AND CERTIFICATIONS FEES																	
The following fees shall be established for the permits, licenses, certificate's, approvals, life safety inspections and other functions performed under this Code and shall be payable by the Non-residential businesses to the City of Cedar Falls. Such fees shall accompany each application for such permit, approval, certificate, or other fee-related Code provisions.																	
(1) Non-residential businesses annual fee schedule for life safety inspection.																	
The inspections, thus the fee schedule shall be based on occupancy, or individual business. Therefore, if there are more than one occupancy or businesses in a single building, each business, and the business owner/occupant thereof, will be responsible for the inspection and the fee. The actual payment of the fee between the occupant and the landlord is between those parties and the lease agreement; the City will not be involved in such agreements. If there is a common area, the inspection and fee for this common area will be the responsibility of the building/property owner.																	
<table border="1" style="width: 100%;"> <thead> <tr> <th>SQUARE FOOT</th> <th>Fee</th> </tr> </thead> <tbody> <tr> <td>1 - 2,000</td> <td>\$40</td> </tr> <tr> <td>2,001 - 10,000</td> <td>\$70</td> </tr> <tr> <td>10,001 - 20,000</td> <td>\$100</td> </tr> <tr> <td>20,001 - 50,000</td> <td>\$195</td> </tr> <tr> <td>50,001 - 100,000</td> <td>\$225</td> </tr> <tr> <td>over 100,000</td> <td>\$300</td> </tr> </tbody> </table>				SQUARE FOOT	Fee	1 - 2,000	\$40	2,001 - 10,000	\$70	10,001 - 20,000	\$100	20,001 - 50,000	\$195	50,001 - 100,000	\$225	over 100,000	\$300
SQUARE FOOT	Fee																
1 - 2,000	\$40																
2,001 - 10,000	\$70																
10,001 - 20,000	\$100																
20,001 - 50,000	\$195																
50,001 - 100,000	\$225																
over 100,000	\$300																

SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
Any building that is fully sprinkled will receive a credit of 50%, of the square footage relative hazard class fee. (This is to show the importance of sprinklers relative to life safety and the type of building construction.)			
<b>REINSPECTION FEES:</b>			
At the time of the initial inspection, the occupant and/or owner will receive a copy of the life safety inspection indicating which violations need to be corrected. Along with this will be a standard letter listing the date of reinspection as well as the schedule of fees, as listed in the fee schedule. Fees will be assessed if they do not comply at the time of the first, second, or third reinspection date. If the Fire Department is notified in writing, (by mail or hand delivered) in a timely manner, and repairs are scheduled, a reinspection date may be rescheduled to allow more time to complete repairs. Non-profit entities or governmental agencies are not exempt from the reinspection fees as listed in the fee schedule.			
REINSPECTION FEES DO NOT APPLY IF VIOLATIONS ARE CORRECTED PRIOR TO THE SCHEDULED REINSPECTION DATE. IF DURING A REINSPECTION VIOLATIONS ARE STILL PRESENT, A REINSPECTION FEE WILL APPLY AS PER THIS FEE SCHEDULE. (First - \$100, Second - \$150, Third - \$200, Each after Third - \$200)			
<b>FIRE RESPONSE INSURANCE RECOVERY FEE:</b>			
Whereas a property owner's insurance policy provides for a fire department response fee, a fee of \$500 shall apply to the owner of a residential property and a fee of \$1000 shall apply to the owner of a commercial property in which the fire department responds to suppress a building fire.			
The fire chief has the authority to waive or negotiate a more appropriate service fee based on hardship, established self-insurance plans and larger deductibles.			







## DEPARTMENT OF MUNICIPAL OPERATIONS &amp; PROGRAMS

PUBLIC WORKS/PARKS DIVISION  
 2200 TECHNOLOGY PARKWAY  
 CEDAR FALLS, IOWA 50613  
 319-273-8629  
 FAX 319-273-8632

**MEMORANDUM**

**TO:** Mayor James P. Brown and Cedar Falls City Council  
**FROM:** Mark Ripplinger, Director, Municipal Operations & Programs  
**DATE:** May 15, 2018  
**SUBJECT:** Updated Lease Agreement – Behrens/Rapp Gas Station

In June 1998, the City Council entered into a lease agreement with the Historical Society to allow the Behrens/Rapp Gas Station to be placed on public property in Sturgis Park north of the 1<sup>st</sup> Street and Clay Street intersection. This structure is owned and maintained by the Historical Society after it was moved from its original location in 1993 during the Waterloo Road reconstruction project.

The Behrens Brothers, John Frederick Behrens and William C. Behrens, built a “pure oil station” in 1925 on land they had purchased at the intersection of 14th St and Waterloo Rd. The filling station’s hip roof, brick pillars, drive-under canopy, and ring of light bulbs captured the era’s architectural style. The Behrens operated the station for twenty years before son-in-law Norris Smith took over management and ownership in 1945. John Rapp began working at the station in 1943, but World War II interrupted his service. After the war, he returned to his work and became the manager in 1950. He purchased the business from Norris Smith in the 1960s and continued operations until May 1990. When construction plans for the new Highway 58 endangered the building, a group of Cedar Falls citizens worked to preserve it and find it a new home. In 1993, the Cedar Falls Historical Society, Cedar Falls Tourism and Visitor’s Bureau, and Trolley Trackers Questers Chapter #1113 partnered to move the building to its current location and restore the station. On July 21, 1993 it settled into its home at First and Clay, where it now serves as a Visitor Information Center.

Several areas of the original 1998 lease were amended to bring the language up to current legal standards. The “spirit” of the lease has not changed. It lays out rules, responsibilities and protections between the City and the Historical Society and was drafted to reflect the Ice House Lease that was adopted by the City Council in 2010. In order to align all ending dates for the three leases, it is proposed that the Behrens/Rapp Gas Station lease expire at the same time as the Ice House Lease, which is December 31, 2034.

The Department of Municipal Operations and Programs recommends that the revised lease with the Historical Society for the continued placement of the Behrens/Rapp Gas Station on public property be approved. Feel free to contact me if you have questions or comments.



LEASE AGREEMENT  
Behrens/Rapp Gas Station

This Lease Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Cedar Falls, Iowa (hereinafter called the "Landlord"), whose address for the purpose of this lease is c/o Cedar Falls City Clerk, 220 Clay Street, Cedar Falls, Iowa 50613, and Cedar Falls Historical Society (hereinafter called the "Tenant"), whose address for the purpose of this lease is Attn: Executive Director, 308 West Third Street, Cedar Falls, Iowa 50613.

WITNESSETH THAT:

1. Premises and Term. In consideration of the agreements and conditions of the Tenant to be kept and performed as contained in this Lease Agreement, Landlord leases unto the Tenant and Tenant hereby rents and leases from Landlord, according to the terms and conditions of this Lease Agreement, the following described real estate, situated in Cedar Falls, Black Hawk County, Iowa, to-wit:

Those grounds adjacent thereto and surrounding the structure known as the Behrens/Rapp Gas Station, situated in the vicinity of West First Street and Clay Street in Cedar Falls, Iowa, and, legally described as set forth on Exhibit "A" attached hereto, and by this reference incorporated herein, with the improvements thereon and all rights, easements and appurtenances belonging thereto (hereinafter referred to as the "Leased Premises"),

for a term, commencing at midnight of the day previous to the first day of the lease term, which shall be on the 1st day of June, 2018, and ending at midnight on the last day of the lease term, which shall be on the 31st day of December, 2034, upon the condition that the Tenant performs its agreements and obligations as provided in this Lease Agreement.

2. Rental. As rental for said term, Tenant agrees to do the following:

- (a) Perform all of Tenant's obligations as described in this Lease Agreement; and
- (b) Pay for certain utilities and for insurance, as provided in paragraphs 6, 10, 11, 12, and 13 of this Lease Agreement. All sums payable to Landlord shall be paid at the address of Landlord designated above. Delinquent payments shall draw interest at five (5) percent per annum from the date due until paid.

3. Possession. Tenant shall be entitled to possession of the Leased Premises on the first day of the term of this lease, and shall yield possession to the Landlord at the time and date of the close of this lease term, except as otherwise expressly provided in this Lease Agreement.

4. Use of Premises. Tenant owns a structure known as the Behrens/Rapp Gas Station and agrees during the term of this lease to use and to occupy the Leased Premises only for a museum which features artifacts as relate to the history of Cedar Falls and Black Hawk County, Iowa, as Tenant deems appropriate. Tenant specifically agrees not to use any portion of the

## Item G.2.e.

building or grounds for private, commercial or profit-making uses or purposes. If the Behrens/Rapp Gas Station is sold, leased or otherwise conveyed by the Tenant, Tenant shall remove the building from the Leased Premise at Tenant's cost within sixty (60) days of such conveyance.

### 5. Care and Maintenance of Premises.

- (a) Tenant takes the Leased Premises in their present condition without exceptions.
- (b) Tenant's Duty of Care and Maintenance. Tenant shall continue to own the Behrens/Rapp Gas Station and shall maintain the structure and Leased Premises in a reasonable safe, serviceable, clean and presentable condition throughout the term of the lease, and any extensions thereof. Tenant shall be solely responsible for the cost of care, maintenance and repair of the structure.
- (c) Landlord's Duty of Care and Maintenance. Landlord shall be responsible for care and maintenance of that portion of the Leased Premises surrounding and lying outside of the Behrens/Rapp Gas Station building, including mowing of the grounds adjacent to the building, removing ice and snow from the sidewalks and paved areas surrounding the building, and removing trash from the area of the Leased Premises surrounding the building.
- (d) Use of Premises. Tenant shall make no unlawful use of the Leased Premises, and agrees to comply with all valid regulations of the Black Hawk County Board of Health, the Cedar Falls Code of Ordinances, and the laws, rules and regulations of the State of Iowa and the Federal government.
- (e) No Structural Alterations or Improvements. Tenant shall make no structural alterations or improvements to the Leased Premises, or any portion thereof, without the prior written consent of the Landlord. Such written consent shall not be unreasonably withheld. All costs for such improvements shall be provided and paid for by Tenant.

### 6. Utilities and Services.

- (a) Landlord shall pay the cost of any electric utilities used outside of the Behrens/Rapp Gas Station building during the term of this Lease.
- (b) Tenant shall pay all charges for all other utilities, including all utilities used in the Behrens/Rapp Gas Station building during the term of this Lease. Tenant shall provide and pay for janitor services, as needed, for the

Behrens/Rapp Gas Station building.

- (c) Landlord shall provide refuse receptacles or dumpsters at a location on or near the Leased Premises, for the use of Tenant, and agrees to arrange for pickup and removal of such refuse from the receptacles or dumpsters at Tenant's expense.

7. Surrender of Leased Premises.

- (a) Tenant agrees that upon the termination of this lease, it will surrender, yield up and deliver the Leased Premises in good and clean condition, except the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Tenant. Tenant shall remove, at Tenants cost, the Behrens/Rapp Gas Station within sixty (60) days after termination of this lease for any reason. Such removal shall include any fixtures or equipment installed by Tenant. Tenant shall pay the cost or repair of any damage to the Leased premises caused by such removal.
- (b) Holding Over. Continued possession beyond the expiration date of the term of this lease by the Tenant, coupled with the receipt of the specified rental by the Landlord, and absent a written agreement by both parties for an extension of this lease, or for a new lease, shall constitute a month-to-month extension of this lease, terminable upon thirty (30) days' written notice by either party.

8. Assignment and Subletting. Any assignment of this lease or subletting of the Leased Premises, or any part thereof, by Tenant without the prior express written permission of Landlord shall, at the option of Landlord, cause an immediate termination of this lease. Such written permission may be withheld in Landlord's sole and absolute discretion.

9. Taxes.

- (a) Real Estate Taxes. At the present time, the Leased Premises are not assessed for general property tax purposes and are exempt from taxation by reason of public ownership by Landlord. If at any time during the term of this lease the Leased Premises become subject to levy or assessment by lawful authority for general property taxes, Tenant agrees to timely pay that portion of such general property taxes which is properly allocable to the Behrens/Rapp Gas Station building portion of the Leased Premises and any improvements hereafter located on the Leased Premises.
- (b) Personal Property Taxes. Tenant agrees to timely pay all taxes, assessments or other public charges levied or assessed by lawful authority against its personal property kept on the Leased Premises during the term

## Item G.2.e.

of this Lease Agreement.

- (c) Special Assessments. In the event there are special assessments levied or assessed against the real estate of which the Leased Premises is a part by lawful authority during the term of this lease, Tenant agrees to timely pay that portion of such special assessments properly allocable to the Behrens/Rapp Gas Station building portion of the Leased Premises and any improvements hereafter located on the Leased Premises.

### 10. Insurance.

- (a) Property Insurance. Tenant shall insure its property located on the Leased premises for the full insurable value. Such insurance shall cover losses included in the Insurance Services Office Broad Form Causes of Loss (formerly fire and extended coverage). To the extent permitted by their policies, the Landlord and Tenant waive all rights of recovery against each other.
- (b) Liability Insurance. Tenant shall obtain and maintain commercial general liability insurance covering the Leased Premises in the amounts of \$1,000,000.00 each occurrence and \$2,000,000.00 annual aggregate per location. Such policy shall include liability arising from premises operations, independent contractors, personal injury, products and completed operations and liability assumed under an insured contract. This policy shall be endorsed to include the Landlord as an additional insured and shall obtain governmental immunities endorsement.
- (c) Landlord Liability Insurance. Landlord will maintain liability insurance with respect to the Leased Premises outside the Behrens/Rapp Gas Station Building in accordance with the City of Cedar Falls general liability policy. Such insurance shall be secondary to Tenant's general liability insurance required in Paragraph 10(b) above.
- (d) Acts by Tenant. Tenant will not do or omit doing any act which would invalidate any insurance, or increase the insurance rates in force on the premises.
- (e) Increased Risks or Hazards. Tenant further agrees to be liable for and to promptly pay, as if current rental, any increase in insurance rates on said premises and on the building of which said premises are a part, due to increased risks or hazards resulting from Tenant's use of the premises otherwise than as herein contemplated and agreed.
- (f) Landlord and Tenant shall each provide a copy of this lease to their respective insurers.

- (g) Tenant shall comply with all of the insurance requirements set forth on Exhibit “B” attached hereto, and by this reference made a part of this Lease.

11. Indemnity and Liability Insurance. Tenant agrees to indemnify, defend, and hold harmless Landlord, and its employees and agents, from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage, injury, cost or expense of whatever kind or nature, alleged or claimed to have been caused by, occasioned by, or to have arisen out of or in connection with, any accident or occurrence causing or inflicting injuries to or the death of any person or persons, or damage to or loss of any property, including damage by fire to the Behrens/Rapp Gas Station building which is located on the Leased Premises, happening or done, in, upon, or about the Leased Premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof, by the Tenant or any person claiming through or under the Tenant on or about the Leased Premises.

12. Liability for Damage. Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner’s policy.

13. Fire and Casualty.

- (a) Partial Destruction of Premises. In the event of a partial destruction or damage of the premises, which is a business interference which prevents the conducting of a normal business operation and which damage is reasonably repairable within sixty (60) days after its occurrences, this lease shall not terminate but the rent for the premises shall abate during the time of such business interference. In the event of a partial destruction, Landlord shall repair such damages within 60 days of its occurrence unless prevented from so doing by acts of God, government regulations, or other causes beyond Landlord’s reasonable control.
- (b) Zoning. Should the zoning ordinance of the municipality in which this property is located make it impossible for Landlord to repair or rebuild so that Tenant is not able to conduct its business on these premises, then such partial destruction shall be treated as a total destruction as provided in the next paragraph.
- (c) Total Destruction of Business Use. In the event of a destruction or damage of the Leased Premises so that Tenant is not able to conduct its business on the premises or the then current legal use for which the premises are being used and which damages cannot be repaired within sixty (60) days, this lease may be terminated at the option of either the Landlord or Tenant. Such termination in such event shall be effected by

## Item G.2.e.

written notice of one party to the other, within twenty (20) days after such destruction. Tenant shall surrender possession within sixty (60) days after such notice issues and each party shall be released from all future obligations, and Tenant shall pay rent pro rata only to the date of such destruction. In the event of such termination of this lease, Landlord at its option, may rebuild or not, at its discretion.

### 14. Condemnation.

- (a) Disposition of Awards. Should the whole or any part of the Leased Premises be condemned or taken for any public or quasi-public use or purpose, each party shall be entitled to retain, as its own property, any award payable to it. In the event that a single entire award is made on account of the condemnation, each party will then be entitled to take such proportion of said award as may be fair and reasonable.
- (b) Date of Lease Termination. If the whole of the Leased Premises shall be so condemned or taken, the Landlord shall not be liable to the Tenant except and as its rights are preserved in the previous subparagraph.

### 15. Default, Notice of Default and Remedies.

#### Events of Default

- (a) Each of the following shall constitute an event of default by Tenant:
  - 1. Failure to observe or perform any duties, obligations, agreements or conditions imposed on Tenant pursuant to the terms of the lease.
  - 2. Abandonment of the premises, "Abandonment" means the Tenant has failed to engage in its usual and customary business activities on the premises for more than fifteen (15) consecutive business days, except for normal wintertime facility closure.
  - 3. Institution of voluntary bankruptcy proceedings by Tenant; institution of involuntary bankruptcy proceedings in which the Court orders relief against the Tenant as a debtor; assignment for the benefit of creditors of the interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.



Notice of Default

- (b) Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any 365-day period.

Remedies

- (c) In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following:
1. Termination. Landlord may declare this lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the premises and the reletting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of reletting.
  2. Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare that this lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

16. Right of Either Party to Make Good Any Default of the Other. If default shall be made by either party in the performance of, or compliance with, any of the terms, covenants or conditions of this lease, and such default shall have continued for thirty (30) days after written notice thereof from one party to the other, the party aggrieved, in addition to all other remedies now or hereafter provided by law, may, but need not, perform any such term, covenant or condition, or make good such default, and any amount advanced shall be repaid forthwith on demand, together with interest at the rate of five (5) percent per annum, from date of advance.

17. Signs. Tenant shall have the right and privilege of attaching, affixing, painting or exhibiting signs on the Leased Premises, provided only (1) that any sign shall comply with the Code of Ordinances of the City of Cedar Falls, Iowa and the laws of the State of Iowa; and (2) such sign shall be subject to the prior written approval of the Landlord, which approval shall not

## Item G.2.e.

be unreasonably withheld.

18. Mechanic's Liens. Neither the Tenant nor anyone claiming by, through, or under the Tenant, shall have the right to file or place any mechanic's lien or other lien of any kind or character whatsoever, upon the Leased Premises or upon any building or improvement located thereon, or upon the leasehold interest of the Tenant therein, and notice is hereby given that no contractor, subcontractor, or anyone else who may furnish any material, service or labor for any building, improvements, alteration, repairs or any part thereof, shall at any time be or become entitled to any lien thereon, and for the further security of the Landlord, the Tenant covenants and agrees to give actual notice thereof in advance, to any and all contractors and subcontractors who may furnish or agree to furnish any such material, service or labor.

19. Landlord's Lien and Security Interest. Landlord shall have, in addition to the lien given by law, a security interest as provided by the Uniform Commercial Code of Iowa, upon all personal property and all substitutions therefor, kept and used on the Leased Premises by Tenant. Landlord may proceed at law or in equity with any remedy provided by law or by this Lease Agreement for the recovery of rent, or for termination of this Lease Agreement because of Tenant's default in its performance.

20. Substitution of Personal Property. Tenant shall have the right, from time to time, during the term of this lease, or the renewal thereof, to sell or otherwise dispose of any personal property of the Tenant situated on the Leased Premises, when in the judgment of the Tenant it shall have become obsolete or unnecessary in connection with Tenant's affairs conducted on the Leased Premises.

21. Additional Covenants of Tenant. During the entire term of this lease, and any renewal thereof, Tenant agrees to abide by each and every one of the following covenants and provisions:

- (a) Tenant agrees to immediately vacate the Leased Premises when advised by Landlord of the need to vacate the premises by reason of flood or potential flood, natural disaster, or any other reason involving public health, safety or welfare, after being notified to vacate by Landlord. Tenant agrees to take immediate action to cause all persons occupying the Leased Premises to vacate the premises immediately upon being informed thereof by Landlord. Such determination shall be made either by the City Police Chief, City Fire Chief, or the City Director of Municipal Operations & Programs, or their designees. There shall be no abatement of rent or any other compensation to Tenant arising out of the vacation of the Leased Premises by reason of any such emergency.
- (b) Tenant agrees to allow Landlord to inspect the Leased Premises, including the Tenant owned Behrens/Rapp Gas Station building, at any time upon reasonable notice thereof.

- (c) Tenant agrees to be responsible for acquiring any necessary permits or approvals from any governmental authorities for the use of the Leased Premises, including, but not limited to, the Black Hawk County Health Department, Iowa Department of Natural Resources, U. S. Army Corps of Engineers, and the like.

22. Previous Lease Superseded. The parties mutually agree that the terms and conditions of this Lease Agreement supersede and replace any and all lease agreements between the Landlord and Tenant regarding the Behrens/Rapp Gas Station and that any and all leases are hereby canceled, rescinded and held for naught.

23. Rights Cumulative. The various rights, powers, options, elections and remedies of either party, provided in this lease, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

24. Notices and Demands. Notices as provided for in this lease shall be given to the respective parties hereto at the respective addresses designated on page one of this lease unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such message shall be considered given under the terms of this lease when sent, addressed as above designated, postage prepaid, by registered or certified mail, return receipt requested, by the United States Mail and so deposited in a United States mail box.

25. Provisions to Bind and Benefit Successors and Assigns. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors and assigns of the parties hereto.

26. Changes to be in Writing. None of the covenants, provisions, terms or conditions of this lease to be kept or performed by Landlord or Tenant shall be in any manner modified, waived or abandoned, except by a written instrument duly signed by the parties and delivered to the Landlord and Tenant. This lease contains the whole agreement of the parties.

**Item G.2.e.**

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease Agreement effective on the date stated above.

CEDAR FALLS HISTORICAL SOCIETY

CITY OF CEDAR FALLS, IOWA

By \_\_\_\_\_  
Dr. Roger Kueter, President

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

By \_\_\_\_\_  
Jerald Lukensmeyer, Secretary

ATTEST:  
\_\_\_\_\_  
Jacque Danielsen, CMC, City Clerk

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

This instrument was acknowledged before me on \_\_\_\_\_, 2018, by Dr. Roger Kueter and Jerald Lukensmeyer, as President and Secretary, respectively, of Cedar Falls Historical Society.

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

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

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

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

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

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

Exhibit "A"

ORIGINAL PLAT CEDAR FALLS PART LOT 4 BLOCK 7 AND PART W 1/2 LOT 3 BLOCK  
7 AS DESCRIBED IN CITY LOT DEED BOOK 621 PAGE 361

## Item G.2.e.

### Exhibit "B"

#### **INSURANCE REQUIREMENTS FOR TENANT**

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurers shall issued from companies satisfactory to the City and have a rating of A- or better in the current A.M. Best Rating Guide.
2. All Certificates of Insurance required hereunder shall include the City of Cedar Falls, Iowa Cancellation & Material Change Endorsement. A copy of this endorsement is attached in Attachment 1.
3. Tenant shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required in Attachment 1 and in this Lease. Such Certificates shall include copies of the following endorsements:
  - a) Commercial General Liability policy is primary and non-contributing
  - b) Commercial General Liability additional insured endorsement – See Attachment 1
  - c) Governmental Immunities Endorsement – See Attachment 1
4. Each certificate shall be submitted to the City of Cedar Falls.
5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
6. Failure of the Tenant to maintain the required insurance shall constitute a default under this agreement, and at City's option, shall allow City to terminate this agreement for cause and/or purchase said insurance at Tenant's expense.

Attachment 1 – Insurance Schedule

**General Liability (Occurrence Form Only):**

Commercial General Liability	
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

**Automobile:** \$1,000,000 (Combined Single Limit)

If the Contractor does not own any vehicles, coverage is required on non-owned and hired vehicles.

**Standard Workers Compensation** – with waiver of subrogation to the City of Cedar Falls

Statutory for Coverage A	
Employers Liability:	
Each Accident	\$500,000
Each Employee – Disease	\$500,000
Policy Limit – Disease	\$500,000

**Umbrella:** \$1,000,000

The General Liability and Automobile Liability Insurance requirements above may be satisfied with a combination of primary and Umbrella/Excess Insurance. The Umbrella/Excess Insurance shall also be written on a per occurrence basis and shall include the same endorsements as required of the primary policy(ies).

**CITY OF CEDAR FALLS, IOWA  
ADDITIONAL INSURED ENDORSEMENT**

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds, including ongoing operations CG 2010 07 04 or equivalent, and completed operations CG 2037 07 04 or equivalent. See Specimens.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

## Item G.2.e.

### Attachment 1 (continued)

#### **CITY OF CEDAR FALLS, IOWA GOVERNMENTAL IMMUNITIES ENDORSEMENT (For use when including the City as an Additional Insured)**

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.
5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

#### **CITY OF CEDAR FALLS, IOWA CANCELLATION AND MATERIAL CHANGES ENDORSEMENT**

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Cedar Falls, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.





## DEPARTMENT OF MUNICIPAL OPERATIONS &amp; PROGRAMS

PUBLIC WORKS/PARKS DIVISION  
 2200 TECHNOLOGY PARKWAY  
 CEDAR FALLS, IOWA 50613  
 319-273-8629  
 FAX 319-273-8632

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**MEMORANDUM**

**TO:** Mayor James P. Brown and Cedar Falls City Council  
**FROM:** Mark Ripplinger, Director, Municipal Operations & Programs  
**DATE:** May 15, 2018  
**SUBJECT:** Updated Lease Agreement – Bennington Township Schoolhouse

In June 1998, the City Council entered into a lease agreement with the Historical Society to allow the Bennington Township Schoolhouse to remain on public property in Sturgis Park north of the 1<sup>st</sup> Street and Washington Street intersection. This structure is owned and maintained by the Historical Society after it was moved from Black Hawk Park in 1988.

Bennington Township School House #5 is representative of the more than 9,000 rural schools that once dotted the state. This schoolhouse was built in 1909, replacing an older building. It originally stood in the center of Bennington Township, four miles east of U.S. Highway 63 on the Dunkerton Road (near St. John's Church). It was thus known as "Center School," and was used as the polling place for the township. The school features old desks, blackboards, books, a pot-bellied stove and other furnishings typical of the turn of the century. The building was purchased in 1966 for \$1,000 and donated to the Black Hawk County Conservation Board. It was moved to Black Hawk Park in 1968 and given a new foundation and roof. Several local groups have undertaken restoration work, most notably the Cedar Falls teachers, who made the school house their Bicentennial project in 1976. The building was relocated to Sturgis Park in 1988 by the Cedar Falls Historical Society and is part of the museum complex. The building is open to the public from May to October.

Several areas of the original 1998 lease were amended to bring the language up to current legal standards. The "spirit" of the lease has not changed. It lays out rules, responsibilities and protections between the City and the Historical Society and was drafted to reflect the Ice House Lease that was adopted by the City Council in 2010. In order to align all ending dates for the three leases, it is proposed that the Bennington Township Schoolhouse lease expire at the same time as the Ice House Lease, which is December 31, 2034.

The Department of Municipal Operations and Programs recommends that the revised lease with the Historical Society for the continued placement of the Bennington Township Schoolhouse on public property be approved. Feel free to contact me if you have questions or comments.



LEASE AGREEMENT  
Bennington Township Schoolhouse

This Lease Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Cedar Falls, Iowa (hereinafter called the "Landlord"), whose address for the purpose of this lease is c/o Cedar Falls City Clerk, 220 Clay Street, Cedar Falls, Iowa 50613, and Cedar Falls Historical Society (hereinafter called the "Tenant"), whose address for the purpose of this lease is Attn: Executive Director, 308 West Third Street, Cedar Falls, Iowa 50613.

WITNESSETH THAT:

1. Premises and Term. In consideration of the agreements and conditions of the Tenant to be kept and performed as contained in this Lease Agreement, Landlord leases unto the Tenant and Tenant hereby rents and leases from Landlord, according to the terms and conditions of this Lease Agreement, the following described real estate, situated in Cedar Falls, Black Hawk County, Iowa, to-wit:

Those grounds adjacent thereto and surrounding the structure known as the Bennington Township Schoolhouse, situated in the vicinity of West First Street and Washington Street in Cedar Falls, Iowa, and legally described as set forth on Exhibit "A" attached hereto, and by this reference incorporated herein, with the improvements thereon and all rights, easements and appurtenances belonging thereto (hereinafter referred to as the "Leased Premises"),

for a term commencing at midnight of the day previous to the first day of the lease term, which shall be on the 1st day of June, 2018, and ending at midnight on the last day of the lease term, which shall be on the 31st day of December, 2034, upon the condition that the Tenant performs its agreements and obligations as provided in this Lease Agreement.

2. Rental. As rental for said term, Tenant agrees to do the following:

- (a) Perform all of Tenant's obligations as described in this Lease Agreement; and
- (b) Pay for certain utilities and for insurance, as provided in paragraphs 6, 10, 11, 12, and 13 of this Lease Agreement. All sums payable to Landlord shall be paid at the address of Landlord designated above. Delinquent payments shall draw interest at five (5) percent per annum from the date due until paid.

3. Possession. Tenant shall be entitled to possession of the Leased Premises on the first day of the term of this lease, and shall yield possession to the Landlord at the time and date of the close of this lease term, except as otherwise expressly provided in this Lease Agreement.

4. Use of Premises. Tenant owns a structure known as the Bennington Township Schoolhouse and agrees during the term of this lease to use and to occupy the Leased Premises only for a museum which features a one room school house and artifacts as relate to the history

## Item G.2.f.

of Cedar Falls and Black Hawk County, Iowa, as Tenant deems appropriate. Tenant specifically agrees not to use any portion of the building or grounds for private, commercial or profit-making uses or purposes. If the Bennington Township Schoolhouse is sold, leased or otherwise conveyed by the Tenant, Tenant shall remove the building from the Leased Premise at Tenant's cost within sixty (60) days of such conveyance.

### 5. Care and Maintenance of Premises.

- (a) Tenant takes the Leased Premises in their present condition without exceptions.
- (b) Tenant's Duty of Care and Maintenance. Tenant shall continue to own the Bennington Township Schoolhouse and shall maintain the structure and Leased Premises in a reasonable safe, serviceable, clean and presentable condition throughout the term of the lease, and any extensions thereof. Tenant shall be solely responsible for the cost of care, maintenance and repair of the structure.
- (c) Landlord's Duty of Care and Maintenance. Landlord shall be responsible for care and maintenance of that portion of the Leased Premises surrounding and lying outside of the Bennington Township Schoolhouse building, including the public restrooms, mowing of the grounds adjacent to the building, removing ice and snow from the sidewalks and paved areas surrounding the building, and removing trash from the area of the Leased Premises surrounding the building.
- (d) Use of Premises. Tenant shall make no unlawful use of the Leased Premises, and agrees to comply with all valid regulations of the Black Hawk County Board of Health, the Cedar Falls Code of Ordinances, and the laws, rules and regulations of the State of Iowa and the Federal government.
- (e) No Structural Alterations or Improvements. Tenant shall make no structural alterations or improvements to the Leased Premises, or any portion thereof, without the prior written consent of the Landlord. Such written consent shall not be unreasonably withheld. All costs for such improvements shall be provided and paid for by Tenant.

### 6. Utilities and Services.

- (a) Landlord shall pay the cost of any electric utilities used outside of the Bennington Township Schoolhouse building during the term of this Lease.
- (b) Tenant shall pay all charges for all other utilities, including all utilities

used in the Bennington Township Schoolhouse building during the term of this Lease. Tenant shall provide and pay for janitor services, as needed, for the Bennington Township Schoolhouse building.

- (c) Landlord shall provide refuse receptacles or dumpsters at a location on or near the Leased Premises, for the use of Tenant, and agrees to arrange for pickup and removal of such refuse from the receptacles or dumpsters at Tenant's expense.

7. Surrender of Leased Premises.

- (a) Tenant agrees that upon the termination of this lease, it will surrender, yield up and deliver the Leased Premises in good and clean condition, except the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Tenant. Tenant shall remove, at Tenants cost, the Bennington Township Schoolhouse within sixty (60) days after termination of this lease for any reason. Such removal shall include any fixtures or equipment installed by Tenant. Tenant shall pay the cost or repair of any damage to the Leased premises caused by such removal.
- (b) Holding Over. Continued possession beyond the expiration date of the term of this lease by the Tenant, coupled with the receipt of the specified rental by the Landlord, and absent a written agreement by both parties for an extension of this lease, or for a new lease, shall constitute a month-to-month extension of this lease, terminable upon thirty (30) days' written notice by either party.

8. Assignment and Subletting. Any assignment of this lease or subletting of the Leased Premises, or any part thereof, by Tenant without the prior express written permission of Landlord shall, at the option of Landlord, cause an immediate termination of this lease. Such written permission may be withheld in Landlord's sole and absolute discretion.

9. Taxes.

- (a) Real Estate Taxes. At the present time, the Leased Premises are not assessed for general property tax purposes and are exempt from taxation by reason of public ownership by Landlord. If at any time during the term of this lease the Leased Premises become subject to levy or assessment by lawful authority for general property taxes, Tenant agrees to timely pay that portion of such general property taxes which is properly allocable to the Bennington Township Schoolhouse building portion of the Leased Premises and any improvements hereafter located on the Leased Premises.
- (b) Personal Property Taxes. Tenant agrees to timely pay all taxes,

## Item G.2.f.

assessments or other public charges levied or assessed by lawful authority against its personal property kept on the Leased Premises during the term of this Lease Agreement.

- (c) Special Assessments. In the event there are special assessments levied or assessed against the real estate of which the Leased Premises is a part by lawful authority during the term of this lease, Tenant agrees to timely pay that portion of such special assessments properly allocable to the Bennington Township Schoolhouse building portion of the Leased Premises and any improvements hereafter located on the Leased Premises.

### 10. Insurance.

- (a) Property Insurance. Tenant shall insure its property located on the Leased premises for the full insurable value. Such insurance shall cover losses included in the Insurance Services Office Broad Form Causes of Loss (formerly fire and extended coverage). To the extent permitted by their policies, the Landlord and Tenant waive all rights of recovery against each other.
- (b) Liability Insurance. Tenant shall obtain and maintain commercial general liability insurance covering the Leased Premises in the amounts of \$1,000,000.00 each occurrence and \$2,000,000.00 annual aggregate per location. Such policy shall include liability arising from premises operations, independent contractors, personal injury, products and completed operations and liability assumed under an insured contract. This policy shall be endorsed to include the Landlord as an additional insured and shall obtain governmental immunities endorsement.
- (c) Landlord Liability Insurance. Landlord will maintain liability insurance with respect to the Leased Premises outside the Behrens/Rapp Gas Station Building in accordance with the City of Cedar Falls general liability policy. Such insurance shall be secondary to Tenant's general liability insurance required in Paragraph 10(b) above.
- (d) Acts by Tenant. Tenant will not do or omit doing any act which would invalidate any insurance, or increase the insurance rates in force on the premises.
- (e) Increased Risks or Hazards. Tenant further agrees to be liable for and to promptly pay, as if current rental, any increase in insurance rates on said premises and on the building of which said premises are a part, due to increased risks or hazards resulting from Tenant's use of the premises otherwise than as herein contemplated and agreed.

- (f) Landlord and Tenant shall each provide a copy of this lease to their respective insurers.
- (g) Tenant shall comply with all of the insurance requirements set forth on Exhibit "B" attached hereto, and by this reference made a part of this Lease.

11. Indemnity and Liability Insurance. Tenant agrees to indemnify, defend, and hold harmless Landlord, and its employees and agents, from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage, injury, cost or expense of whatever kind or nature, alleged or claimed to have been caused by, occasioned by, or to have arisen out of or in connection with, any accident or occurrence causing or inflicting injuries to or the death of any person or persons, or damage to or loss of any property, including damage by fire to the Bennington Township Schoolhouse building which is located on the Leased Premises, happening or done, in, upon, or about the Leased Premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof, by the Tenant or any person claiming through or under the Tenant on or about the Leased Premises.

12. Liability for Damage. Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.

13. Fire and Casualty.

- (a) Partial Destruction of Premises. In the event of a partial destruction or damage of the premises, which is a business interference which prevents the conducting of a normal business operation and which damage is reasonably repairable within sixty (60) days after its occurrences, this lease shall not terminate but the rent for the premises shall abate during the time of such business interference. In the event of a partial destruction, Landlord shall repair such damages within 60 days of its occurrence unless prevented from so doing by acts of God, government regulations, or other causes beyond Landlord's reasonable control.
- (b) Zoning. Should the zoning ordinance of the municipality in which this property is located make it impossible for Landlord to repair or rebuild so that Tenant is not able to conduct its business on these premises, then such partial destruction shall be treated as a total destruction as provided in the next paragraph.
- (c) Total Destruction of Business Use. In the event of a destruction or damage of the Leased Premises, including the parking area, so that Tenant is not able to conduct its business on the premises or the then current legal use for which the premises are being used and which damages cannot be

## Item G.2.f.

repaired within sixty (60) days, this lease may be terminated at the option of either the Landlord or Tenant. Such termination in such event shall be effected by written notice of one party to the other, within twenty (20) days after such destruction. Tenant shall surrender possession within sixty (60) days after such notice issues and each party shall be released from all future obligations, and Tenant shall pay rent pro rata only to the date of such destruction. In the event of such termination of this lease, Landlord at its option, may rebuild or not, at its discretion.

### 14. Condemnation.

- (a) Disposition of Awards. Should the whole or any part of the Leased Premises be condemned or taken for any public or quasi-public use or purpose, each party shall be entitled to retain, as its own property, any award payable to it. In the event that a single entire award is made on account of the condemnation, each party will then be entitled to take such proportion of said award as may be fair and reasonable.
- (b) Date of Lease Termination. If the whole of the Leased Premises shall be so condemned or taken, the Landlord shall not be liable to the Tenant except and as its rights are preserved in the previous subparagraph.

### 15. Default, Notice of Default and Remedies.

#### Events of Default

- (a) Each of the following shall constitute an event of default by Tenant:
  - 1. Failure to observe or perform any duties, obligations, agreements or conditions imposed on Tenant pursuant to the terms of the lease.
  - 2. Abandonment of the premises, "Abandonment" means the Tenant has failed to engage in its usual and customary business activities on the premises for more than fifteen (15) consecutive business days, except for normal wintertime facility closure.
  - 3. Institution of voluntary bankruptcy proceedings by Tenant; institution of involuntary bankruptcy proceedings in which the Court orders relief against the Tenant as a debtor; assignment for the benefit of creditors of the interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.



Notice of Default

- (b) Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any 365-day period.

Remedies

- (c) In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following:
  - 1. Termination. Landlord may declare this lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the premises and the reletting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of reletting.
  - 2. Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare that this lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

16. Right of Either Party to Make Good Any Default of the Other. If default shall be made by either party in the performance of, or compliance with, any of the terms, covenants or conditions of this lease, and such default shall have continued for thirty (30) days after written notice thereof from one party to the other, the party aggrieved, in addition to all other remedies now or hereafter provided by law, may, but need not, perform any such term, covenant or condition, or make good such default, and any amount advanced shall be repaid forthwith on demand, together with interest at the rate of five (5) percent per annum, from date of advance.

17. Signs. Tenant shall have the right and privilege of attaching, affixing, painting or exhibiting signs on the Leased Premises, provided only (1) that any sign shall comply with the Code of Ordinances of the City of Cedar Falls, Iowa and the laws of the State of Iowa; and (2) such sign shall be subject to the prior written approval of the Landlord, which approval shall not

## Item G.2.f.

be unreasonably withheld.

18. Mechanic's Liens. Neither the Tenant nor anyone claiming by, through, or under the Tenant, shall have the right to file or place any mechanic's lien or other lien of any kind or character whatsoever, upon the Leased Premises or upon any building or improvement located thereon, or upon the leasehold interest of the Tenant therein, and notice is hereby given that no contractor, subcontractor, or anyone else who may furnish any material, service or labor for any building, improvements, alteration, repairs or any part thereof, shall at any time be or become entitled to any lien thereon, and for the further security of the Landlord, the Tenant covenants and agrees to give actual notice thereof in advance, to any and all contractors and subcontractors who may furnish or agree to furnish any such material, service or labor.

19. Landlord's Lien and Security Interest. Landlord shall have, in addition to the lien given by law, a security interest as provided by the Uniform Commercial Code of Iowa, upon all personal property and all substitutions therefor, kept and used on the Leased Premises by Tenant. Landlord may proceed at law or in equity with any remedy provided by law or by this Lease Agreement for the recovery of rent, or for termination of this Lease Agreement because of Tenant's default in its performance.

20. Substitution of Personal Property. Tenant shall have the right, from time to time, during the term of this lease, or the renewal thereof, to sell or otherwise dispose of any personal property of the Tenant situated on the Leased Premises, when in the judgment of the Tenant it shall have become obsolete or unnecessary in connection with Tenant's affairs conducted on the Leased Premises.

21. Additional Covenants of Tenant. During the entire term of this lease, and any renewal thereof, Tenant agrees to abide by each and every one of the following covenants and provisions:

- (a) Tenant agrees to immediately vacate the Leased Premises when advised by Landlord of the need to vacate the premises by reason of flood or potential flood, natural disaster, or any other reason involving public health, safety or welfare, after being notified to vacate by Landlord. Tenant agrees to take immediate action to cause all persons occupying the Leased Premises to vacate the premises immediately upon being informed thereof by Landlord. Such determination shall be made either by the City Police Chief, City Fire Chief, or the City Director of Municipal Operations & Programs, or their designees. There shall be no abatement of rent or any other compensation to Tenant arising out of the vacation of the Leased Premises by reason of any such emergency.
- (b) Tenant agrees to allow Landlord to inspect the Leased Premises, including the Tenant owned Bennington Township Schoolhouse building, at any time upon reasonable notice thereof.

- (c) Tenant agrees to be responsible for acquiring any necessary permits or approvals from any governmental authorities for the use of the Leased Premises, including, but not limited to, the Black Hawk County Health Department, Iowa Department of Natural Resources, U. S. Army Corps of Engineers, and the like.

22. Previous Lease Superseded. The parties mutually agree that the terms and conditions of this Lease Agreement supersede and replace any and all lease agreements between the Landlord and Tenant regarding the Bennington Township Schoolhouse and that any and all leases are hereby canceled, rescinded and held for naught.

23. Rights Cumulative. The various rights, powers, options, elections and remedies of either party, provided in this lease, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

24. Notices and Demands. Notices as provided for in this lease shall be given to the respective parties hereto at the respective addresses designated on page one of this lease unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such message shall be considered given under the terms of this lease when sent, addressed as above designated, postage prepaid, by registered or certified mail, return receipt requested, by the United States Mail and so deposited in a United States mail box.

25. Provisions to Bind and Benefit Successors and Assigns. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors and assigns of the parties hereto.

26. Changes to be in Writing. None of the covenants, provisions, terms or conditions of this lease to be kept or performed by Landlord or Tenant shall be in any manner modified, waived or abandoned, except by a written instrument duly signed by the parties and delivered to the Landlord and Tenant. This lease contains the whole agreement of the parties.

**Item G.2.f.**

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease Agreement effective on the date stated above.

CEDAR FALLS HISTORICAL SOCIETY

CITY OF CEDAR FALLS, IOWA

By \_\_\_\_\_  
Dr. Roger Kueter, President

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

By \_\_\_\_\_  
Jerald Lukensmeyer, Secretary

ATTEST:  
\_\_\_\_\_  
Jacque Danielsens, CMC, City Clerk

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

This instrument was acknowledged before me on \_\_\_\_\_, 2018, by Dr. Roger Kueter and Jerald Lukensmeyer, as President and Secretary, respectively, of Cedar Falls Historical Society.

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

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

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

This instrument was acknowledged before me on \_\_\_\_\_, 2018, by James P. Brown, as Mayor, and Jacque Danielsens, CMC, as City Clerk, of the City of Cedar Falls, Iowa.

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

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

## Exhibit "A"

ORIGINAL PLAT CEDAR FALLS W 22 FT LOT 3 BLK 6 & VAC STREET & LOT 1,2 & E 1/2 LOT 3 BLK 7 EXC THAT PART IN PARCEL F (SURVEY 2013 002681) DESC AS PART LOT 2 AUDITORS MILL COMPANY PLAT & PART LOTS 1,2 & 3 BLK 6 ORIGINAL PLAT CEDAR FALLS & PART OF ALLEY BETWEEN LOTS 1 & 2 BLK 6 ORIGINAL PLAT DESC AS COM AT NW COR LOT 4 AUDITORS MILL COMPANY PLAT TH S 64 DEG 20 MIN 5 SEC E ON NELY LINE LOT 4 166.27 FT (166 FT REC) TO NE COR LOT 4 TH N 54 DEG 28 MIN 28 SEC E 13.77 FT (13.70 FT REC) TO SELY LINE OF PARCEL IN DOC 2010 016638 BEING PT OF BEG TH N 26 DEG 5 MIN 9 SEC E ON SELY LINE 31.36 FT TH S 45 DEG 58 MIN 5 SEC E 35.62 FT TH S 59 DEG 4 MIN 54 SEC E 81.35 FT TH S 27 DEG 51 MIN 10 SEC E 33.03 FT TH SLY ON 252.76 FT RADIUS CURVE CONCAVE ELY & HAVING 97.13 FT LONG CHORD BEARING S 13 DEG 20 MIN 15 SEC W 97.74 FT TH SWLY ON 47 FT RADIUS CURVE CONCAVE NWLY & HAVING A 63.88 FT LONG CHORD BEARING S 45 DEG 4 MIN 17 SEC W 70.24 FT TH S 87 DEG 52 MIN 58 SEC W 221.02 FT TO W LINE LOT 3 BLK 6 ORIGINAL PLAT CEDAR FALLS TH N 1 DEG 6 MIN 31 SEC W ON W LINE 88.97 FT TO NW COR LOT 3 BLK 6 ORIGINAL PLAT CEDAR FALLS TH N 70 DEG 47 MIN 35 SEC W ON NELY LINE ORIGINAL PLAT CEDAR FALLS 145.95 FT TH N 62 DEG 24 MIN 55 SEC E 60.81 FT TO SWLY LINE OF PARCEL DOC 2010 016638 TH S 66 DEG 51 MIN 58 SEC E ON SWLY LINE 202.15 FT TO SELY LINE OF PARCEL IN DOC 2010 16638 TH N 26 DEG 8 MIN 17 SEC E ON SELY LINE 144.45 FT TO PT OF BEG EXC R R & EXC HWY B 501 P 370

## Item G.2.f.

### Exhibit "B"

#### **INSURANCE REQUIREMENTS FOR TENANT**

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurers shall issued from companies satisfactory to the City and have a rating of A- or better in the current A.M. Best Rating Guide.
2. All Certificates of Insurance required hereunder shall include the City of Cedar Falls, Iowa Cancellation & Material Change Endorsement. A copy of this endorsement is attached in Attachment 1.
3. Tenant shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required in Attachment 1 and in this Lease. Such Certificates shall include copies of the following endorsements:
  - a) Commercial General Liability policy is primary and non-contributing
  - b) Commercial General Liability additional insured endorsement – See Attachment 1
  - c) Governmental Immunities Endorsement – See Attachment 1
4. Each certificate shall be submitted to the City of Cedar Falls.
5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
6. Failure of the Tenant to maintain the required insurance shall constitute a default under this agreement, and at City's option, shall allow City to terminate this agreement for cause and/or purchase said insurance at Tenant's expense.

Attachment 1 – Insurance Schedule

**General Liability (Occurrence Form Only):**

Commercial General Liability	
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

**Automobile:** \$1,000,000 (Combined Single Limit)  
 If the Contractor does not own any vehicles, coverage is required on non-owned and hired vehicles.

**Standard Workers Compensation** – with waiver of subrogation to the City of Cedar Falls

Statutory for Coverage A	
Employers Liability:	
Each Accident	\$500,000
Each Employee – Disease	\$500,000
Policy Limit – Disease	\$500,000

**Umbrella:** \$1,000,000

The General Liability and Automobile Liability Insurance requirements above may be satisfied with a combination of primary and Umbrella/Excess Insurance. The Umbrella/Excess Insurance shall also be written on a per occurrence basis and shall include the same endorsements as required of the primary policy(ies).

**CITY OF CEDAR FALLS, IOWA  
 ADDITIONAL INSURED ENDORSEMENT**

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds, including ongoing operations CG 2010 07 04 or equivalent, and completed operations CG 2037 07 04 or equivalent. See Specimens.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

## Item G.2.f.

### Attachment 1 (continued)

#### **CITY OF CEDAR FALLS, IOWA GOVERNMENTAL IMMUNITIES ENDORSEMENT (For use when including the City as an Additional Insured)**

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.
5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

#### **CITY OF CEDAR FALLS, IOWA CANCELLATION AND MATERIAL CHANGES ENDORSEMENT**

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Cedar Falls, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.





## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

**MEMORANDUM**  
*Engineering Division*

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

**FROM:** Chase Schrage, CIP Projects Supervisor

**DATE:** May 16, 2018

**RE:** Center Street Recreational Trail Project  
 Project No. RT-000-3107  
 Iowa DOT Project No. TAP-U-1185(651)—8I-07  
 Bid Opening Approval

On May 15<sup>th</sup>, 2018 at 10:00 a.m., bids were received and opened by the Iowa Department of Transportation for the Center Street Recreational Trail Project. A total of 5 bids were received, with K. Cunningham Construction Inc. submitting the apparent low bid:

	<i>Bid Total</i>
K. Cunningham Construction, Inc.	\$457,535.03
Lodge Construction, Inc.	\$499,525.10
Vieth Construction Corporation	\$510,820.27
Midwest Concrete, Inc.	\$575,718.80
Peterson Contractors Inc.	\$596,154.70

The Engineer's Estimate for this project was originally \$531,283.67. K. Cunningham Construction Inc. bid of \$457,535.03 is 13.8% below the Engineer's Estimate.

We recommend acceptance of the apparent low bid from K. Cunningham Construction Inc. in the amount of \$457,535.03 subject to the recommendation of the Iowa Department of Transportation. On June 4, 2018, the Contract, Bond and Insurance Certificate will be submitted for City Council approval.

If you have any questions or comments feel free to contact me.

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



# Apparent Bids for Proposal 07-1185-651

PCC SIDEWALK/TRAIL

**Letting ID:** 18/05/15  
**Cut-Off Time:** 10:00:59 AM

Bidder Name	DBE	Bid Amount
CUNNINGHAM, K. CONSTRUCTION CO., INC.	1.99%	\$457,535.03
LODGE CONSTRUCTION INC.	2.15%	\$499,525.10
VIETH CONSTRUCTION CORPORATION	2.00%	\$510,820.27
MIDWEST CONCRETE, INC.	2.86%	\$575,718.80
PETERSON CONTRACTORS INC.	2.01%	\$596,154.70

-265- (5 Apparent Bids)





**DEPARTMENT OF COMMUNITY DEVELOPMENT**

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

**MEMORANDUM**  
*Engineering Division*

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

**FROM:** Chase Schrage, CIP Projects Supervisor

**DATE:** May 14, 2018

**SUBJECT:** Campus Street Box Culvert Replacement Project  
Project No. BR-101-3043  
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 Peterson Contractors Inc. for the construction of the Campus Street Box Culvert Replacement Project.

The Department of Community Development recommends approving and executing the contract with Peterson Contractors Inc. for the construction of the Campus Street Box Culvert Replacement Project. This project involves the removal of existing bridge structure, placement of new double cell 14' x 6' precast RCB culvert, creek channel excavation, erosion control measures, and reconstruction of portions of one (1) City Street.

If you have any questions or comments feel free to contact me.

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



**FORM OF CONTRACT**

This Contract entered into in triplicate at Cedar Falls, Iowa, this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Cedar Falls, Iowa, hereinafter called the Owner, and \_\_\_\_\_ of \_\_\_\_\_, hereinafter called the Contractor.

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials and equipment and construct the public improvement consisting of: CAMPUS STREET BRIDGE REPLACEMENT PROJECT, Project No. BR-101-3043 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 16<sup>th</sup> day of April, 2018, and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

Said improvement shall be constructed strictly in accordance with said Plans and Specifications.

The following parts of the Plans and Specifications for said Project No. BR-101-3043 attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

- a. Plans
- b. Notice of Public Hearing on Plans and Specifications
- c. Notice to Bidders
- d. Instructions to Bidders
- e. Supplemental Conditions
- f. General Conditions
- g. Project Specifications
- h. Form of Proposal
- i. Performance, Payment, and Maintenance Bond
- j. Form of Contract
- k. Non-collusion Affidavit of Prime Bidder
- l. Bidders Status Form

**Item G.2.h.**

In Witness whereof, this Contract has been executed in triplicate on the date first herein written.

  
Contractor **president**

CITY OF CEDAR FALLS, IOWA

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

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



**Performance, Payment and Maintenance Bond**

SURETY BOND NO. 106869724

KNOW ALL BY THESE PRESENTS:

That we, Peterson Contractors, Inc., as Principal (hereinafter the "Contractor" or "Principal" and Travelers Casualty and Surety Company of America 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 Three Hundred Seventeen Thousand Five Hundred Fifty-Eight and Sixteen cents (\$317,558.16), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the \_\_\_\_\_ day of \_\_\_\_\_, 2018, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

**CAMPUS STREET BRIDGE REPLACEMENT PROJECT  
Paving/ Subdrainage  
Project BR-101-3043**

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:

## Item G.2.h.

- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of 2 year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
- B. To keep all work in continuous good repair; and
- C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

**Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.**

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in the Iowa District Court for Polk County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

# Item G.2.h.

Project No. BR-101-3043

Witness our hands, in triplicate, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Surety Countersigned By:

Not Required

Signature of Agent

Printed Name of Agent

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

**FORM APPROVED BY:**

Attorney for Owner

**PRINCIPAL:**

Peterson Contractors, Inc.

Contractor

By:



Signature  
President

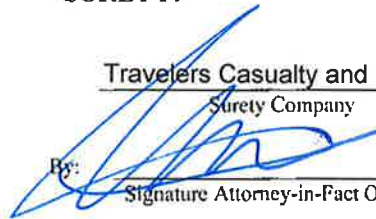
Title

**SURETY:**

Travelers Casualty and Surety Company of America

Surety Company

By:



Signature Attorney-in-Fact Officer

Anne Crowner, Attorney-in-Fact

Printed Name of Attorney-in-Fact Officer

Holmes, Murphy and Associates, LLC

Company Name

P.O. Box 9207

Company Address

Des Moines, Iowa 50306-9207

City, State, Zip Code

(515) 223-6800

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.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In-Fact No. 231471

Surety Bond No. or Project Description: Principal: Peterson Contractors, Inc.

106869724 Oblige: City of Cedar Falls

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Craig E. Hansen, Jay D. Freiermuth, Brian M. Deimerly, Cindy Bennett, Anne Crowner, Tim McCulloh, Stacy Venn, Shirley S. Bartenhagen, and Dione R. Young of the City of West Des Moines State of Iowa, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 24th day of October, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut

City of Hartford ss.

By:

[Signature]
Robert L. Raney, Senior Vice President

On this the 24th day of October, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public

## Item G.2.h.

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_\_\_ day of \_\_\_\_\_, 2018 .



Kevin E. Hughes, Assistant Secretary



**To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.**



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

05/11/2018

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

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

<b>PRODUCER</b> LSB Insurance 242 Tower Park Waterloo, IA 50701 Kevin Boyle		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL: ADDRESS:		FAX (A/C, No):	
		<b>INSURER(S) AFFORDING COVERAGE</b>			
		INSURER A : <b>Hartford Fire Insuranc Co</b>			NAIC # <b>19682</b>
		INSURER B : <b>Trumbull Insurance Co</b>			<b>27120</b>
		INSURER C : <b>Berkshire Hathaway Ins Co</b>			<b>22276</b>
		INSURER D : <b>Zurich American Ins Co</b>			<b>16535</b>
		INSURER E :			
		INSURER F :			
<b>INSURED</b> Peterson Contractors, Inc. Reinbeck Motor Inc. PO Box A/104 Blackhawk St Reinbeck, IA 50669					

**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY						EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	X	41CSEQU2151	07/01/2017	07/01/2018	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000
	<input checked="" type="checkbox"/> Blnkt Contractual						PERSONAL & ADV INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> XCU Coverage						GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO			41 CSE QU2152	07/01/2017	07/01/2018	BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (PER ACCIDENT)	\$
	<input type="checkbox"/> SCHEDULED AUTOS							\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS							\$
C	UMBRELLA LIAB						EACH OCCURRENCE	\$ 3,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB			47-XSF-100514-02	07/01/2017	07/01/2018	AGGREGATE	\$ 3,000,000
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED							\$
	RETENTION \$							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	41WNQU2150	07/01/2017	07/01/2018	E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Rent/Lease Equip.			CPP9267064-06	07/01/2017	07/01/2018	Rent/Leas	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 RE: J7643 / Campus Street Box Culvert Project, Project No. BR-101-3043  
 City of Cedar Falls added as additional insured including waiver of subrogation per contract requirements. Governmental Immunities Endorsement attached.

**CERTIFICATE HOLDER**

**CANCELLATION**

CITYOFC  City of Cedar Falls 220 Clay Street Cedar Falls, IA 50613	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

# Item G.2.h.

Policy Number: 41 CSE QU2151

COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s)  
Or Organization(s):

Location(s) Of Covered Operations

Any person, organization or entity for which the Named Insured has specifically agreed in a written contract or agreement to provide additional insured coverage under a CG 20 10 07 04 form

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



POLICY NUMBER: 41 CSE QU2151

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following;

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s)  
Or Organization(s):**

**Location And Description Of Completed  
Operations**

Any person, organization or entity for which the Named Insured has specifically agreed in a written contract or agreement to provide additional insured coverage under a CG 20 37 07 04 form.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

# Item G.2.h.

POLICY NUMBER: 41 CSE QU2151



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CONTRACTORS BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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#### 1. ALIENATED PREMISES COVERAGE

Exclusion j. **Damage To Property of Section I – Coverage A** is amended as follows:

- a. The following exception to the exclusion is deleted:

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

- b. This exception is replaced by the following:

Paragraph (2) of this exclusion does not apply if the premises are "your work".

#### 2. DAMAGE TO YOUR WORK

Exclusion I. **Damage To Your Work of Section I - Coverage A** is replaced by the following:

##### I. **Damage to Your Work**

"Property damage" to that particular part of "your work" out of which damage arises and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

This provision does not apply if exclusion I. **Damage To Your Work** has been otherwise modified by endorsement.

#### 3. CONTRACTORS LIMITED PROFESSIONAL LIABILITY

The following exclusion is added to Paragraph 2., **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability**, and to Paragraph 2., **Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

Professional services include:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
- (2) Supervisory or inspection activities performed as a part of any related architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

This exclusion does not apply to your operations in connection with construction work performed by you or on your behalf.

However, this exception to the exclusion will not apply if you are in the business or profession of providing the professional services described above independent from the construction work performed by you or on your behalf.

In the event this insurance applies to any injury, damage, loss, cost or expense covered by Professional Liability insurance issued by a company unaffiliated with us, then the insurance afforded under this Coverage Part is excess over such other valid and collectible Professional Liability insurance (including any deductible or self-insured retention portion thereof), and any other valid and collectible insurance available to the insured whether primary, excess, contingent or on any other basis.

**4. PER PROJECT AND PER LOCATION GENERAL AGGREGATE LIMITS OF INSURANCE**

**A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A**, and for all medical expenses caused by accidents under **Section I - Coverage C**, which can be attributed only to ongoing operations at a single "project" or a single "location";

1. A separate Per Project General Aggregate Limit or a separate Per Location General Aggregate Limit applies to each "project" or "location", whichever is applicable. The Per Project General Aggregate Limit and Per Location Aggregate Limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Per Project General Aggregate Limit or the Per Location General Aggregate Limit, whichever applies, is the most we will pay for the sum of all damages under **Coverage A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **Coverage C** regardless of the number of;
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".

3. Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the Per Project General Aggregate Limit for that "project" or the Per Location General Aggregate for that "location", whichever applies. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, the Per Project General Aggregate Limit for any other "project", or the Per Location General Aggregate Limit for any other "location".

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You 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 Per Project General Aggregate Limit if attributable only to ongoing operations at a single "project" or the Per Location General Aggregate if attributable only to ongoing operations at a single "location".

**B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A** and for all medical expenses caused by accidents under **Section I - Coverage C**, which cannot be attributed only to ongoing operations at a single "project" or a single "location";

1. Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Per Project General Aggregate Limit or any Per Location General Aggregate Limit.

## Item G.2.h.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit, or any Per Project General Aggregate Limit or any Per Location General Aggregate Limit.

D. The provisions of **Section III - Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

E. The following is added to **Section V - Definitions**:

"Project" means a premises an insured does not own or rent and where such insured performs construction-related operations. Each "project" involving the same or connecting lots, or premises whose connection is separated by a street, roadway, waterway or right-of-way railroad shall be considered a single "project". If a "project" has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the "project" shall be considered a single "project". "Project" does not include a premises that is a "location".

"Location" means a premises an insured owns or rents and where such insured performs business operations other than construction-related operations. Each "location" involving the same or connecting lots, or premises whose connection is separated by a street, roadway, waterway or right-of-way railroad shall be considered a single "location." "Location" does not include a premises that is a "project".

This provision does not apply if the Per Project and the Per Location General Aggregate Limit has been otherwise modified by endorsement.

### 5. MOTOR VEHICLE LAWS

The following are added to **Section IV - Commercial General Liability Conditions**:

1. When this Coverage Part is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the coverage part for Bodily Injury Liability or Property Damage Liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
2. With respect to "mobile equipment" to which this insurance applies, we will provide any

liability, uninsured motorists, underinsured motorists, no-fault or other coverages required by any motor vehicle insurance law. We will provide the required limits for those coverages.

### 6. MEDICAL PAYMENTS COVERAGE - INCLUDING PRODUCTS-COMPLETED OPERATIONS

Paragraph 1.a. of the **Insuring Agreement - Coverage C** is replaced by the following:

#### 1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent;
- (3) Because of your operations; or
- (4) Included within the definition of the "products-completed operations hazard;"

provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within three years of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

### 7. INSURED CONTRACT - CONSTRUCTION OPERATIONS AND MUNICIPAL WORK

Paragraph d. of the definition of "insured contract" in **Section V - Definitions** is deleted and replaced by the following:

d. An obligation, as required by ordinance, to indemnify a municipality.

### 8. INJURY TO EMPLOYEE'S REPUTATION WITH RESPECT TO INCIDENTAL MEDICAL MALPRACTICE

A. The following is added to paragraph 1.e. of the **Insuring Agreement - Coverage A**:

- (3) With respect to incidental medical malpractice, "bodily injury" includes damages claimed for injury to emotions or reputation of an "employee" arising out of the rendering or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic services.

**B. The following exclusion is added to Coverage B - Personal and Advertising Injury:**

"Personal and advertising injury arising out of the rendering or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic.

**9. BODILY INJURY EMPLOYEE SUITS**

- A. "Bodily injury" as listed in paragraph 2.a.(1) of Section II - Who Is An Insured, does not apply to 2.a.(1)(a) through 2.a.(1)(c).
- B. Part a. of Paragraph 4. Mobile Equipment in Section II - Who Is An Insured does not apply.
- C. Part a. of Paragraph 5. Nonowned Watercraft in Section II - Who Is An Insured does not apply.

**10. CONSOLIDATED INSURANCE (WRAP-UP) PROGRAMS**

The following exclusion is added to Section I Coverage A:

The term project as used in this subparagraph 10. means any construction project subject to a "consolidated insurance (wrap-up) program".

This insurance does not apply to any "bodily injury" or "property damage" arising out of any project or premises where an insured under this policy is also an insured under a commercial general liability (CGL) policy included within a "consolidated insurance (wrap-up) program." This exclusion applies even if the limits of insurance for such "consolidated insurance (wrap-up) program" are exhausted or the CGL coverage afforded under the "consolidated insurance program" is narrower in scope than the coverage provided by this policy.

This exclusion does not apply to:

- A. "Bodily injury" or "property damage" that commences after the "products-completed operations hazard" coverage or any completed operations extension provided by the "consolidated insurance (wrap-up) program" has ended or is no longer in effect.
- B. "Bodily injury" or "property damage" when an insured under this policy is also an insured under the "consolidated insurance (wrap-up) program", but is performing certain operations that are not included in the "consolidated insurance (wrap-up) program" if the project or premise subject to the "consolidated insurance (wrap-up) program" is endorsed onto this policy.
- C. "Bodily injury" or "property damage" for which you are solely an additional insured under the "consolidated insurance (wrap-up) program".

To the extent that this insurance applies to any "bodily injury" or "property damage" arising out of

a project or premises covered by a "consolidated insurance (wrap-up) program" per 10.A., we will apply either the coverage terms of this policy, or the coverage terms of the "consolidated insurance (wrap-up) program", whichever coverage terms are narrower.

To the extent that this insurance applies to any "bodily injury" or "property damage" arising out of a project or premises covered by a "consolidated insurance (wrap-up) program", this policy shall be subject to audit for premium based on payroll or construction value associated with operations performed by the insured for the project or on the premises related to the "consolidated insurance (wrap-up) program" pursuant to this policy's premium audit provisions.

"Consolidated insurance (wrap-up) program" means any agreement or arrangement under which contractors working on a specified project are insured under one or more CGL policies issued by a specified carrier for injury or damage arising out of operations conducted in connection with or necessary or incidental to the project.

**11. ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY**

A. Exclusion p. of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

**p. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to liability for damages because of "bodily injury".

## Item G.2.h.

- B. The following is added to Paragraph 2. Exclusions of **Section I – Coverage B – Personal and Advertising Injury** :

**2. Exclusion**

This insurance does not apply to:

**Access Or Disclosure Of Confidential Or Personal Information**

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

- C. The following paragraph is added to **Section III – Limits Of Insurance**:

Subject to Paragraph 5. **Each Occurrence Limit**, the most we will pay under **Coverage A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is \$100,000, unless modified by endorsement.

- D. The following definition is added to **Section V - Definitions**:

"Electronic data" means information, facts or programs:

- a. Stored as or on;
- b. Created or used on; or
- c. Transmitted to or from;

computer software, (including systems and applications software) hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- E. For the purposes of the coverage provided by this provision, the definition of "property damage" in **Section V - Definitions** is replaced by the following:

"Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or

- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

### 12. CONTRACTUAL LIABILITY COVERAGE FOR PERSONAL AND ADVERTISING INJURY

- A. Exclusion e. of **Section I - Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

This insurance does not apply to:

**e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or

- (2) Assumed in a contract or agreement that is an "insured contract", provided the "personal and advertising injury" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury", provided:

- (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

- (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

B. Subparagraph f. of the definition of "insured contract" (**Section V – Definitions**) is replaced by the following:

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage", or "personal and advertising injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement. Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury", "property damage", or "personal and advertising injury" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

**13. SUPPLEMENTARY PAYMENTS**

In the **Supplementary Payments – Coverages A and B** provision:

The limit for the cost of bail bonds is increased to \$2,500.

**14. TWO OR MORE COVERAGE PARTS OR POLICIES ISSUED BY US**

If this policy and any other policy issued to an insured by us or any affiliated company provides coverage that applies to the same claim or damages, the maximum applicable limit(s) of liability or limit of insurance under all the policies will not exceed the highest applicable limit of liability or limit of insurance under any one policy. This condition does not apply to any policy issued by us or an affiliated company specifically written to apply as excess insurance over this policy.

**15. NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)**

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

# Item G.2.h.

POLICY NUMBER: 41 CSE QU2151



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AMENDMENT OF POLICY PROVISIONS - OPERATIONS PERFORMED FOR IOWA ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Organization	Designated Location Of Covered Operations
City of Cedar Falls, Iowa City of Cedar Rapids, Iowa City of Coralville, Iowa City of Des Moines, Iowa	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who Is An Insured** is amended to include as an additional insured the organization shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations for such additional insured at the locations designated in the Schedule; or
  2. In connection with your premises owned by or rented to you and shown in the Schedule.
- B.** With respect to insurance provided to the additional insured shown in the Schedule, Paragraph 4., **Other Insurance** of Section IV – **Commercial General Liability Conditions** is replaced by the following:

**4. Other Insurance**

**a. Primary And Non-Contributory To Other Insurance**

This insurance is primary and non-contributory with the additional insured's own insurance, and we will not seek contribution from that other insurance.

This paragraph does not apply to other insurance to which the additional insured has been added as an additional insured or to other insurance described in Paragraph b. below.

**b. Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:



**(1) Your Work**

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

**(2) Premises Rented To You**

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

**(3) Tenant Liability**

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

**(4) Aircraft, Auto Or Watercraft**

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

**(5) Property Damage to Borrowed Equipment Or Use Of Elevators**

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion J. of Section I - Coverage A - Bodily Injury And Property Damage Liability; or

**(6) When You Are Added As An Additional Insured To Other Insurance**

That is any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**C. Governmental Immunity**

With respect to insurance provided to the additional insured shown in the Schedule, the following conditions are added to Section IV - Commercial General Liability Conditions:

**1. Nonwaiver Of Governmental Immunity**

The inclusion of the municipality or governmental subdivision as an additional insured under this endorsement does not waive any of the defenses of governmental immunity available to the municipality or governmental subdivision under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

**2. Claims Coverage**

With respect to the insurance provided by this endorsement, this insurance applies only to "bodily injury", "property damage" or "personal and advertising injury" not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

**3. Assertion Of Governmental Immunity**

The municipality or governmental subdivision shown in the Schedule shall be responsible for asserting any defense of immunity, may do so at any time and shall do so upon our timely written request. Nothing contained in this endorsement shall prevent us from asserting the defense of governmental immunity on behalf of the municipality or governmental subdivision shown in the Schedule.

## Item G.2.h.

### 4. Non-Denial Of Coverage

We shall not deny coverage under this policy, nor shall we deny any of the rights and benefits accruing to the municipality or governmental subdivision 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 or governmental subdivision shown in the Schedule of this endorsement.

### 5. No Other Change In Policy

We agree with the municipality or governmental subdivision shown in the Schedule that the preservation of governmental immunities contained in the paragraphs above shall not otherwise change or alter the coverage available under this policy.

### D. Special Cancellation Or Nonrenewal Notification

With respect to insurance provided to the additional insured shown in the Schedule, the following condition is added to Section IV - **Commercial General Liability Conditions:**

In the event of:

1. Cancellation for nonpayment of premium, we agree to mail or deliver written notification to the organization shown in the Schedule at least ten (10) days prior to the effective date of the action.
2.
  - a. Cancellation or nonrenewal for any statutorily permitted reason other than nonpayment of premium; or
  - b. Material restriction of coverage and/or a change in the Limits of Insurance,we agree to mail or deliver written notification to the organization shown in the Schedule at least thirty (30) days prior to the effective date of the action.

POLICY NUMBER: 41 CSE QU2151

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

<p><b>Name Of Person Or Organization:</b> Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

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.



**FORM OF PROPOSAL  
CAMPUS STREET BRIDGE REPLACEMENT PROJECT  
PROJECT NO. BR-101-3043  
CITY OF CEDAR FALLS, IOWA**

To the Mayor and City Council  
City of Cedar Falls, Iowa

The undersigned hereby certifies that Peterson Contractors 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 CAMPUS STREET BRIDGE REPLACEMENT PROJECT in accordance with the plans and specifications on file in the office of the City Clerk, the published Notice to Bidders and the Form of Contract, herewith, complying with all the laws of the State of Iowa, and the Rules, Regulations and Ordinances of the City of Cedar Falls, and to the satisfaction of the City Council of the City of Cedar Falls, Iowa, including the guaranteeing of this Project for a period of two (2) years from the date of final acceptance thereof at the following prices, to-wit:

Item No.	Description	Item Quantity & Units	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
1	Mobilization	1.0 L.S.	14,000	—	14,000	—
2	Clearing and Grubbing	1.0 L.S.	1,375	—	1,375	—
3	Removal of Existing Bridge Structure	1.0 L.S.	10,500	—	10,500	—
4	Removal of Pavement	352.0 S.Y.	6	25	2,200	—
5	Removal of Driveway	25.0 S.Y.	11	—	275	—
6	Removal of Sidewalk	91.0 S.Y.	7	50	682	50

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# Item G.2.h.

Item No.	Description	Item Quantity & Units	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
7	Removals as per Plan	0.75 Units	700	-	525	-
8	Sawcutting for Removals	70.0 L.F.	7	<u>50</u>	525	-
9	Excavation, Class 10, Roadway, Waste	102.0 C.Y.	10	<u>50</u>	1,071	-
10	Excavation, Class 10, Unstable, Roadway	11.0 C.Y.	21	<u>50</u>	236	<u>50</u>
11	Excavation, Class 12, Boulder	1.0 C.Y.	175	-	175	-
12	Compaction of Subgrade, Roadway	0.71 STA.	1,000	-	710	-
13	Excavation, Class 13, Channel	123.0 C.Y.	10	<u>50</u>	1,291	<u>50</u>
14	Excavation, Class 23, Structure	409.0 C.Y.	9	-	3,681	-
15	Granular Subbase, Backfill, Culvert	93.0 C.Y.	44	-	4,092	-
16	Granular Bedding, Culvert	125.0 C.Y.	52	<u>50</u>	6,562	<u>50</u>
17	Flowable Mortar, Culvert	52.00 C.Y.	120	-	6,240	-
18	Double Cell 14 Ft. X 6 Ft. Culvert, Precast P.C.C.	78.0 L.F.	1,600	-	124,800	-
19	Double Cell 14 Ft. X 6 Ft. Culvert Apron, 2:1 Sloped End Section, Precast P.C.C.	2.0 EA.	20,000	-	40,000	-
20	1 Ft. x 4 Ft. x 36 Ft., Curtain Wall, Precast P.C.C.	2.0 EA.	3,300	-	6,600	-
21	Handrail, 2 in. Dia. Steel Pipe, Hot Dip Galvanized	103.5 L.F.	127	-	13,144	<u>50</u>
22	Revetment, Class E	207.00 Ton	36	<u>50</u>	7,555	<u>50</u>
23	Engineering Fabric, Polymer Grid	307.0 S.Y.	3	<u>50</u>	1,074	<u>50</u>
24	Granular Subbase, 12 in., Roadway	512.0 S.Y.	14	-	7,168	-
25	Granular Subbase, 4 in., Driveway	25.0 S.Y.	13	-	325	-
26	Pavement, Stand. or Slip Form, 7 in., Type "C", Class III, P.C.C.	460.0 S.Y.	40	<u>25</u>	18,515	-
27	Driveway, 6 in., Type "C", Class III, P.C.C.	25.0 S.Y.	57	<u>50</u>	1,437	<u>50</u>

# Item G.2.h.

Item No.	Description	Item Quantity & Units	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
28	Sidewalk, 4 in., Type "C", Class III, P.C.C.	158.0 S.Y.	36	-	5,688	-
29	Patch, HMA (ST), Surface, 1/2 in., PG58-28S	13.00 Ton	225	-	2,925	-
30	Intake, SW-507	2.00 Ea.	4,450	-	8,900	-
31	Manhole Adjustment, Minor	1.0 Ea.	1,000	-	1,000	-
32	Sewer, Storm, 12 in. Dia., 2000D, R.C.P.	7.5 L.F.	50	-	375	-
33	Sewer, Storm, 15 in. Dia., 2000D, R.C.P.	35.0 L.F.	54	<u>50</u>	1,907	<u>50</u>
34	Sewer, Storm, 18 in. Dia., Standard. Perf. H.D.P.E	27.0 L.F.	46	<u>25</u>	1,248	<u>75</u>
35	Sewer, Storm, 24 in. Dia., 2000D, R.C.P.,	7.5 L.F.	79	-	592	<u>50</u>
36	Sewer, Storm, 30 in. Dia., 2000D, R.C.P.	7.5 L.F.	101	-	757	<u>50</u>
37	Special Pipe Connection, SW-211	4.0 Ea.	500	-	2,000	-
38	Granular Backfill, Intakes	10.00 Ton	39	-	390	-
39	Subdrain, Standard, Perf., 6 In. Dia.	258.0 L.F.	11	-	2,838	-
40	Subdrain Outlet, 6 in. X 2 Ft., C.M.P.	1.0 Ea.	190	-	190	-
41	Subdrain Outlet, 6 in. X 6 Ft., C.M.P.	2.0 Ea.	250	-	500	-
42	Sediment Filter, Intake Well	2.0 Ea.	150	-	300	-
43	Sediment Filter, Intake	18.0 L.F.	150	-	2,700	-
44	Cleaning, Sediment Filter Basin	2.0 Ea.	50	-	100	-
45	Topsoil, Furnish & Spread	81.0 C.Y.	14	-	1,134	-
46	Fertilizing, Seeding, & Mulching	0.10 ACRE	15,000	-	1,500	-
47	Sod, Provide & Place	3,173.0 S.F.	.	<u>85</u>	2,697	<u>05</u>

# Item G.2.h.

Item No.	Description	Item Quantity & Units	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
48	Rolled Erosion Control Product, Extended Term (RECP)	279.0 S.Y.	1	90	530	10
49	Street Sweeping	2.00 HRS.	150	-	300	-
50	Traffic Control	1.00 L.S.	1,500	-	1,500	-
51	Wattles	320.0 L.F.	3	50	1,120	-
52	Sidewalk, P.C.C., 6 in., Class "C"	11.7 S.Y.	96	-	1,123	20
53	Pedestrian Ramps, Detectable Warning	16.0 S.F.	30	-	480	-
<b>TOTAL</b>					<b>317,558</b>	<b>60</b>

JK

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 1-53). 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 10% of bid in the form of bid bond, is submitted herewith in accordance with the Instructions to Bidders.

The bidder is prepared to submit a financial and experience statement upon request.

The bidder has received the following Addendum or Addenda:



Addendum No. \_\_\_\_\_ 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

Peterson Contractors, Inc.

Jordan Kiml'

104 Black Hawk St., Reinbeck, IA 50069

By PM/Estimator

Official Address

Title





**DEPARTMENT OF COMMUNITY DEVELOPMENT**

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

**MEMORANDUM**  
*Engineering Division*

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

**FROM:** Matthew Tolan, EI, Civil Engineer II

**DATE:** May 16, 2018

**SUBJECT:** 2018 Permeable Alley Project  
ST-105-3094  
Contract Documents

Attached for your approval are the Form of Contract, the Performance, Payment, and Maintenance Bonds, Certificates of Insurance, and Form of Proposal with Benton's Sand & Gravel, Inc. for the construction of the 2018 Permeable Alley Project.

The Department of Community Development recommends approving and executing the contract with Benton's Sand & Gravel, Inc. for the construction of the 2018 Permeable Alley Project. This project involves the construction of a permeable alley from Franklin Street to Tremont Street between W. 15th Street and West 16th Street. The purpose of these permeable alleys is to infiltrate storm water runoff with the goal of improving the water quality in Dry Run Creek.

If you have any questions or comments feel free to contact me.

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



**FORM OF CONTRACT**

This Contract entered into in triplicate at Cedar Falls, Iowa, this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Cedar Falls, Iowa, hereinafter called the Owner, and James Snodgrass of Benton's Sand & Gravel, Inc., hereinafter called the Contractor.

**WITNESSETH:**

The Contractor hereby agrees to furnish all labor, tools, materials and equipment and construct the public improvement consisting of: 2018 PERMEABLE ALLEY PROJECT, Project No. ST-105-3094 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 16<sup>th</sup> day of April, 2018, and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

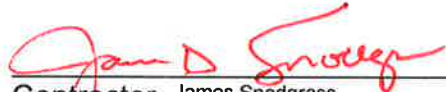
Said improvement shall be constructed strictly in accordance with said Plans and Specifications.

The following parts of the Plans and Specifications for said Project No. ST-105-3094 attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

- a. Plans
- b. Notice of Public Hearing on Plans and Specifications
- c. Notice to Bidders
- d. Instructions to Bidders
- e. Supplemental Conditions
- f. General Conditions
- g. Project Specifications
- h. Form of Proposal
- i. Performance, Payment, and Maintenance Bond
- j. Form of Contract
- k. Non-collusion Affidavit of Prime Bidder
- l. Bidders Status Form

**Item G.2.i.**

In Witness whereof, this Contract has been executed in triplicate on the date first herein written.

  
Contractor James Snodgrass  
Benton's Sand & Gravel, Inc.

CITY OF CEDAR FALLS, IOWA

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

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

**Performance, Payment and Maintenance Bond**

SURETY BOND NO. S459765

KNOW ALL BY THESE PRESENTS:

That we, Benton's Sand & Gravel Inc, as Principal (hereinafter the "Contractor" or "Principal" and Employers Mutual Casualty Company as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of **Sixty Seven Thousand Four Hundred Eighteen and Seventy Three cents** (\$67,418.73), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the \_\_\_\_\_ day of \_\_\_\_\_, 2018, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

**2018 Permeable Alley Project  
Paving/ Subdrainage  
Project ST-105-3094**

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:

## Item G.2.i.

- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of  2  year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
- B. To keep all work in continuous good repair; and
- C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

### **Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.**

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.



In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in the Iowa District Court for Polk County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

**Item G.2.i.**

Project No. ST-105-3094

Witness our hands, in triplicate, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Surety Countersigned By:

  
Signature of Agent

Jill Shaffer  
Printed Name of Agent

LMC Insurance & Risk Management  
Company Name

4200 University Avenue #200  
Company Address

West Des Moines, IA 50266  
City, State, Zip Code


515-244-0166  
Company Telephone Number

**FORM APPROVED BY:**

\_\_\_\_\_  
Attorney for Owner

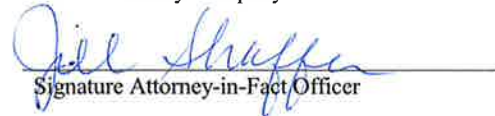
**PRINCIPAL:**

Benton's Sand & Gravel Inc  
Contractor

By:   
Signature  
V.P.  
Title

**SURETY:**

Employers Mutual Casualty Company  
Surety Company

By:   
Signature Attorney-in-Fact Officer

Jill Shaffer  
Printed Name of Attorney-in-Fact Officer

Employers Mutual Casualty Company  
Company Name

PO Box 712  
Company Address

Des Moines, IA 50306  
City, State, Zip Code

515-280-2511  
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.



P.O. Box 712 • Des Moines, IA 50306-0712

No. C21090

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation
7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint: PATRICK K. DUFF, GREG T. LAMAIR, MARK E. KEAIRNES, NANCY D. BALTUTAT, JEFFREY R. BAKER, JOSEPH I. SCHMIT, JILL SHAFFER, CHRISTOPHER R. SEIBERLING

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

In an amount not exceeding Ten Million Dollars.....\$10,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 16th day of JANUARY, 2018

Seals



Bruce G. Kelley, Chairman of Companies 2, 3, 4, 5 & 6; President of Company 1; Vice Chairman and CEO of Company 7

Todd Strother Vice President

On this 16th day of JANUARY AD 2018 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Vice President, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Todd Strother, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2019. Kathy Loveridge Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on JANUARY 16, 2018 on behalf of: PATRICK K. DUFF, GREG T. LAMAIR, MARK E. KEAIRNES, NANCY D. BALTUTAT, JEFFREY R. BAKER, JOSEPH I. SCHMIT, JILL SHAFFER, CHRISTOPHER R. SEIBERLING

are true and correct and are still in full force and effect. In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this day of Vice President





# CERTIFICATE OF LIABILITY INSURANCE

## Item G.2.i.

DATE (MM/DD/YYYY) 5/8/2018
-------------------------------

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

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

<b>PRODUCER</b> TrueNorth Insurance, LC 226 Main Street Cedar Falls IA 50613	<b>CONTACT NAME:</b> Lynn Kimble <b>PHONE (A/C, No, Ext):</b> 319-553-0096 <b>E-MAIL ADDRESS:</b> certs@truenorthcompanies.com	<b>FAX (A/C, No):</b> 319-268-2214													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A :</b> United Fire &amp; Casualty Company</td> <td>13021</td> </tr> <tr> <td><b>INSURER B :</b> Addison Insurance Company</td> <td>10324</td> </tr> <tr> <td><b>INSURER C :</b></td> <td></td> </tr> <tr> <td><b>INSURER D :</b></td> <td></td> </tr> <tr> <td><b>INSURER E :</b></td> <td></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A :</b> United Fire & Casualty Company	13021	<b>INSURER B :</b> Addison Insurance Company	10324	<b>INSURER C :</b>		<b>INSURER D :</b>		<b>INSURER E :</b>		<b>INSURER F :</b>
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<b>INSURED</b> Benton's Sand & Gravel, Inc. 905 Center Street Cedar Falls IA 50613	BENTSAN-01														

**COVERAGES**                      **CERTIFICATE NUMBER:** 1317097887                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	60342437	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	60342437	1/1/2018	1/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			60342437	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	30303746	1/1/2018	1/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Leased Equipment			60342437	1/1/2018	1/1/2019	\$250,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 If Yes is indicated above for additional insured, forms General Liability #CG7201 & Auto Liability #CA7109 applies. If Yes is indicated above for waiver of subrogation, forms General Liability #CG7201, Auto Liability #CA7109, Work Comp #WVC000313 apply. Umbrella Liability follows form for the General Liability, Auto Liability and Workers Compensation. Coverage is extended for work performed and required under written contract with the above named insured. City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers are an Additional Insured(s) on the general liability policy on a primary and non-contributory basis (CG7150 & CG7103). Governmental Immunities Endorsement including 30 Days Notice of Cancellation Included. Waiver of Subrogation under the General Liability and Work Comp. Umbrella is follow form. All as required by written contract with named insured.  
 2018 Permeable Alley Project; Project No. ST-105-3094.

<b>CERTIFICATE HOLDER</b>  City of Cedar Falls 220 Clay Street Cedar Falls IA 50613	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
---	--

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Section II - Who Is An Insured** is amended to include as an additional insured:

1. 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; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person(s) or organization(s) directly arising out of:

- 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.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "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:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
  - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance :**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;  
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

# Item G.2.i.

COMMERCIAL AUTO  
CA 71 09 01 17

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO ULTRA ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
COMMON POLICY CONDITIONS

### **COVERAGE INDEX**

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The COVERAGE INDEX set forth above is informational only and grants no coverage.

Terms set forth in ***(Bold Italics)*** are likewise for information only and by themselves shall be deemed to grant no coverage.



***(Temporary Substitute Auto Physical Damage)*****A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE**

**SECTION I – COVERED AUTOS, paragraph C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos is amended by adding the following at the end of the existing language:**

If Physical Damage Coverage is provided under this Coverage form for an "auto" you own, the Physical Damage coverages provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss", or destruction

**B. BROADENED LIABILITY COVERAGES**

**SECTION II – LIABILITY COVERAGE in Paragraph A. Coverage at 1. Who Is An Insured is amended to include the following:**

***(Broad Form Insured)***

- d. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- e. Any organization that is acquired or formed by you, during the term of this policy and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (1) That is a joint venture or partnership,
  - (2) That is an "insured" under any other policy,
  - (3) That has exhausted its Limits of Insurance under any other policy, or
  - (4) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation

Coverage does not apply to "bodily injury" or "property damage" that results from an accident that occurred before you formed or acquired the organization.

***(Employee as Insureds)***

- f. Any employee of yours while acting in the course of your business or your personal affairs while using a covered "auto" you do not own, hire or borrow.

***(Additional Insured Status by Contract, Agreement or Permit)***

- g. Any person or organization whom you are required to add as an additional insured on this policy under a written contract or agreement; but the written contract or agreement must be:
  - (1) Currently in effect or becoming effective during the term of this policy; and
  - (2) Executed prior to the "bodily injury" or "property damage."

The additional insured status will apply only with respect to your liability for "bodily injury" or "property damage" which may be imputed to that person(s) or organization(s) directly arising out of the ownership, maintenance or use of the covered "autos" at the location(s) designated, if any.

Coverage provided by this endorsement will not exceed the limits of liability required by the written contract or written agreement even if the limits of liability stated in the policy exceed those limits. This endorsement shall not increase the limits stated in **Section II. C. Limits of Insurance.**

For any covered "auto" you own this Coverage Form provides primary coverage.

# Item G.2.i.

## C. BROADENED SUPPLEMENTARY PAYMENTS

**SECTION II. LIABILITY A. Coverage 2. Coverage Extensions a. Supplementary Payments (2) and (4)** are replaced by the following:

### **(Bail Bond Coverage)**

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.

### **(Loss of Earnings Coverage)**

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

### **(Amended Fellow Employee Exclusion)**

## D. AMENDED FELLOW EMPLOYEE EXCLUSION

Only with respect to your "employees" who occupy positions which are supervisory in nature, **SECTION II. LIABILITY B. Exclusion 5. Fellow Employee** is replaced by:

### **5. Fellow Employee**

"Bodily Injury":

- a. To you, or your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
- b. To your "executive officers" and directors (if you are an organization other than a partnership, joint venture, or limited liability company) but only with respect to performance of their duties as your officers or directors;
- c. For which there is an obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph a and b above; or
- d. Arising out of his or her providing or failing to provide professional health care services.

For purposes of this endorsement, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, transfer, direct, discipline or discharge.

## E. BROADENED PHYSICAL DAMAGE COVERAGES

**SECTION III – PHYSICAL DAMAGE COVERAGE A. Coverage** is amended as follows:

### **(Towing and Labor)**

2. **Towing** is deleted and replaced with the following:

#### **2. Towing and Labor**

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" is disabled:

- a. For private passenger type vehicles we will pay up to \$100 per disablement.
- b. For all other covered "auto's" we will pay up to \$500 per disablement

However, the labor must be performed at the place of disablement.

### **(Physical Damage Additional Transportation Expense Coverage)**

#### **4. Coverage Extensions**

- a. **Transportation Expenses** is amended to provide the following limits:

We will pay up to \$60 per day to a maximum of \$1,800. All other terms and provisions of this section remain applicable.

The following language is added to **4. Coverage Extensions**:

#### **(Extra Expense – Theft)**

- c. **Theft Recovery Expense**

If you have purchased Comprehensive Coverage on an "auto" that is stolen, we will pay the expense of returning that stolen auto to you. The limit for this coverage extension is \$5,000.

**(Rental Reimbursement and Additional Transportation Expense)****d. Rental Reimbursement**

We will provide Rental Reimbursement and Additional Expense coverage only for those Physical Damage coverages for which a premium is shown in the Declarations or schedule pages. Coverage applies only to a covered "auto".

- (1) We will pay for auto rental expense and the expense incurred by you because of "loss" to remove and transfer your materials and equipment from a covered "auto" to a covered "auto." Payment applies in addition to the otherwise applicable coverage you have on a covered "auto." No deductible applies to this coverage.
- (2) We will pay only for expenses incurred during the policy period and beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
  - (a) 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
  - (b) 30 days.
- (3) Our payment is limited to the lesser of the following amounts:
  - (a) Necessary and actual expenses incurred; or
  - (b) \$75 per day.
  - (c) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
  - (d) If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expense which is not already provided for under the **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses.**

**(Personal Effects Coverage)****e. Personal Effects**

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$500 for Personal Effects stolen with the "auto". The insurance provided under this provision is excess over any other collectible insurance. For this coverage extension, Personal Effects means tangible property that is worn or carried by an "insured".

**(Personal Property of Others)****f. Personal Property of Others**

We will pay up to \$500 for loss to personal property of others in or on your covered "auto." This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn. No deductibles apply to this coverage.

**(Locksmith Coverage)****g. Locksmith Coverage**

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

## Item G.2.i.

### **(Vehicle Wrap Coverage)**

#### **h. Vehicle Wrap Coverage**

If you have Comprehensive or Collision coverage on an "auto" that is a total loss, in addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

### **(Airbag Accidental Discharge)**

**F. SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions** is amended at **3.** to include the following language:

If you have purchased Comprehensive or Collision Coverage under this policy, this exclusion does not apply to mechanical breakdown relating to the accidental discharge of an air bag. This coverage applies only to a covered auto you own and is excess of any other collectible insurance or warranty. No deductible applies to this coverage.

### **G. BROADENED LIMITS OF INSURANCE**

#### **(Audio, Visual and Data Electronic Equipment Coverage)**

**SECTION III – PHYSICAL DAMAGE COVERAGE – C. Limit of Insurance** at **1.b.** is amended to provide the following limits:

- b.** Limits of \$1,000 per "loss" is increased to \$5,000 per "loss". All other terms and provisions of this section remain applicable.

#### **(Auto Loan/Lease Total Loss Protection)**

**SECTION III – PHYSICAL DAMAGE COVERAGE – C. Limit of Insurance** is amended by adding the following language:

- 4.** In the event of a total "loss" to a covered "auto" shown in the Schedule pages, subject at the time of the "loss" to a loan or lease, we will pay any unpaid amount due including up to a maximum of \$500 for early termination fees or penalties on the lease or loan for a covered "auto" less:
  - a.** The amount paid under the Physical Damage Coverage Section of the policy; and
  - b.** 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.

#### **(Glass Repair – Deductible Amendment)**

### **H. GLASS REPAIR – DEDUCTIBLE**

**SECTION III – PHYSICAL DAMAGE COVERAGE – D. Deductible** is amended by adding the following:

Any deductible shown in the Declarations as applicable to the covered "auto" will not apply to glass breakage if the damaged glass is repaired, rather than replaced.

***(Amended Duties in the Event of Accident, Claim, Suit or Loss)*****I. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

Under **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions**, the following is added to paragraph **2. Duties In The Event of Accident, Suit or Loss**:

- d. Knowledge of any "accident", "claim", "suit" or "loss" will be deemed knowledge by you when notice of such "accident", "claim", "suit" or "loss" has been received by:
- (1) You, if you are an individual;
  - (2) Any partner or insurance manager if you are a partnership;
  - (3) An executive officer or insurance manager, if you are a corporation;
  - (4) Your members, managers or insurance manager, if you are a limited liability company; or
  - (5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization.

***(Waiver of Subrogation by Contract)*****J. WAIVER OF SUBROGATION REQUIRED BY CONTRACT**

Under **SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions 5. Transfer of Rights of Recovery Against Others to Us** the following language is added:

However, we waive any rights of recovery we may have against the person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under the policy to which this endorsement is attached. This provision does not apply unless the written contract or written agreement has been executed, or permit has been issued, prior to the "bodily injury" or "property damage."

***(Unintentional Failure to Disclose)*****K. UNINTENTIONAL FAILURE TO DISCLOSE**

Under **SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions**, the following is added to **2. Concealment, Misrepresentation Or Fraud**:

Your unintentional error in disclosing, or failing to disclose, any material fact existing at the effective date of this Coverage Form, or during the policy period in connection with any additional hazards, will not prejudice your rights under this Coverage Form.

***(Hired, Leased, Rented or Borrowed Auto Physical Damage)*****L. HIRED, LEASED, RENTED OR BORROWED AUTO PHYSICAL DAMAGE**

Under **SECTION IV – BUSINESS AUTO CONDITIONS B. General Conditions 5. Other Insurance Paragraph 5.b.** is replaced by the following:

- b. (1) For "Comprehensive" and "Collision" Auto Physical Damage coverage provided by this endorsement, the following are deemed to be covered "autos" you own:
- (a) Any Covered "auto" you lease, hire, rent or borrow; and
  - (b) Any Covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto"

**(2) Limit of Insurance For This Section**

The most we will pay for any one "loss" is the lesser of the following:

- (a) \$75,000 per accident, or
- (b) actual cash value at the time of loss, or
- (c) cost of repair.

## Item G.2.i.

Minus a \$500 deductible. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. No deductible applies to "loss" caused by fire or lightning.

(3) This Hired Auto Physical Damage coverage is excess over any other collectible insurance.

**(4) Definitions For This Section**

(a) Comprehensive Coverage: from any cause except the covered "auto's" collision with another object or the covered "auto's" overturn. We will pay glass breakage, "loss" caused by hitting a bird or animal and, "loss" caused by falling objects or missiles.

(b) Collision Coverage: caused by the covered "auto's" collision with another object or by the covered "auto's" overturn.

***(Mental Anguish)***

**M. MENTAL ANGUISH**

Under SECTION V – DEFINITIONS, C. is replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish or death resulting from bodily injury, sickness, or disease.

***(Extended Cancellation Condition)***

**N. EXTENDED CANCELLATION CONDITION**

Under CANCELLATION, of the COMMON POLICY CONDITIONS form, item 2.b. is replaced by the following:

b. 60 days before the effective date of cancellation if we cancel for any other reason.

**EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT  
COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT SUMMARY OF COVERAGES**

**This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary.**

- \* Extended Property Damage
- \* Expanded Fire Legal Liability to include Explosion, Lightning and Sprinkler Leakage
- \* Coverage for non-owned watercraft is extended to 51 feet in length
- \* Property Damage - Borrowed Equipment
- \* Property Damage Liability- Elevators
- \* Coverage D - Voluntary Property Damage Coverage  
\$5,000 Occurrence with a \$10,000 Aggregate
- \* Coverage E - Care, Custody and Control Property Damage Coverage  
\$25,000 Occurrence with a \$100,000 Aggregate - \$500 Deductible
- \* Coverage F - Electronic Data Liability Coverage - \$50,000
- \* Coverage G - Product Recall Expense  
\$25,000 Each Recall Limit with a \$50,000 Aggregate - \$1,000 Deductible
- \* Coverage H - Water Damage Legal Liability - \$25,000
- \* Coverage I - Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program - Limited Coverage
- \* Increase in Supplementary Payments: Bail Bonds to \$1,000
- \* Increase in Supplementary Payments: Loss of Earnings to \$500
- \* For newly formed or acquired organizations - extend the reporting requirement to 180 days
- \* Broadened Named Insured
- \* Automatic Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement With You
- \* Contractors Blanket Additional Insured - Limited Products - Completed Operations Coverage
- \* Automatic Additional Insured - Vendors
- \* Automatic Additional Insured - Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You
- \* Automatic Additional Insured - Managers or Lessor of Premises
- \* Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured
- \* Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations
- \* Additional Insured - Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only - Owners, Lessees or Contractors Automatic Status When Required in Construction Agreement With You
- \* Additional Insured - Employee Injury to Another Employee
- \* Automatically included - Aggregate Limits of Insurance (per location)
- \* Automatically included - Aggregate Limits of Insurance (per project)
- \* Knowledge of occurrence - Knowledge of an "occurrence", "claim or suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee
- \* Blanket Waiver of Subrogation
- \* Liberalization Condition
- \* Unintentional failure to disclose all hazards. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
- \* "Insured Contract" redefined for Limited Railroad Contractual Liability
- \* Mobile equipment to include snow removal, road maintenance and street cleaning equipment less than 1,000 lbs GVW
- \* Bodily Injury Redefined

**REFER TO THE ACTUAL ENDORSEMENT FOLLOWING ON PAGES 2 THROUGH 13 FOR CHANGES AFFECTING  
YOUR INSURANCE PROTECTION**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SECTION I - COVERAGES**

**A. The following changes are made at **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY****

**1. Extended Property Damage**

At **2. Exclusions** exclusion **a. Expected or Intended Injury** is replaced with the following:

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**2. Expanded Fire Legal Liability**

At **2. Exclusions** the last paragraph is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of this owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

**3. Non-Owned Watercraft**

At **2. Exclusions** exclusion **g. Aircraft, Auto Or Watercraft (2) (a)** is deleted and replaced by the following:

**(a)** Less than 51 feet long;

**4. Property Damage – Borrowed Equipment**

At **2. Exclusions** the following is added to paragraph **(4)** of exclusion **j. Damage To Property**:

This exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one piece of borrowed equipment under this coverage is \$25,000 per occurrence. The insurance afforded under this provision is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

**5. Property Damage Liability – Elevators**

At **2. Exclusions** the following is added to paragraphs **(3)**, **(4)** and **(6)** of exclusion **j. Damage To Property**:

This exclusion does not apply to "property damage" resulting from the use of elevators. However, any insurance provided for such "property damage" is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

**B. The following coverages are added**

**1. COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE**

"Property damage" to property of others caused by the insured:

- a.** While in your possession; or
- b.** Arising out of "your work".

Coverage applies at the request of the insured, whether or not the insured is legally obligated to pay.

For the purposes of this **Voluntary Property Damage Coverage** only:

**Exclusion j. Damage to Property** is deleted and replaced by the following:



## j. Damage to Property

"Property damage" to:

- (1) Property held by the insured for servicing, repair, storage or sale at premises you own, rent, lease, operate or use;
- (2) Property transported by or damage caused by any "automobile", "watercraft" or "aircraft" you own, hire or lease;
- (3) Property you own, rent, lease, borrow or use.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for this coverage.**

**2. COVERAGE E - CARE, CUSTODY AND CONTROL PROPERTY DAMAGE COVERAGE**

For the purpose of this **Care, Custody and Control Property Damage Coverage** only:

- a. Item (4) of **Exclusion j.** does not apply.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for this coverage.**

**3. COVERAGE F - ELECTRONIC DATA LIABILITY COVERAGE**

For the purposes of this **Electronic Data Liability Coverage** only:

- a. Exclusion **p.** of **Coverage A – Bodily Injury And Property Damage Liability** in **Section I – Coverages** is replaced by the following:

**2. Exclusions**

This insurance does not apply to:

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury".

- b. **"Property Damage"** means:

- (1) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- (2) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- (3) Loss of, loss of use of, damage to, corruption of, inability to access or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this **Electronic Data Liability Coverage**, "electronic data" is not tangible property.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**4. COVERAGE G - PRODUCT RECALL EXPENSE**

## a. Insuring Agreement

- (1) We will pay 90% of "product recall expense" you incur as a result of a "product recall" you initiate during the coverage period.
- (2) We will only pay for "product recall expense" arising out of "your products" which have been physically relinquished to others.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**b. Exclusions**

This insurance does not apply to "product recall expense" arising out of:

- (1) Any fact, circumstance or situation which existed at the inception date of the policy and which you were aware of, or could reasonably have foreseen that would have resulted in a "product recall".
- (2) Deterioration, decomposition or transformation of a chemical nature, except if caused by an error in the manufacture, design, processing, storage, or transportation of "your product".
- (3) The withdrawal of similar products or batches that are not defective, when a defect in another product or batch has been found.
- (4) Acts, errors or omissions of any of your employees, done with prior knowledge of any of your officers or directors.
- (5) Inherent vice, meaning a natural condition of property that causes it to deteriorate or become damaged.
- (6) "Bodily Injury" or "Property Damage".
- (7) Failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, quality, efficacy or efficiency, whether written or implied.
- (8) Loss of reputation, customer faith or approval, or any costs incurred to regain customer market, or any other consequential damages.
- (9) Legal fees or expenses.
- (10) Damages claimed for any loss, cost or expense incurred by you or others for the loss of use of "your product".
- (11) "Product recall expense" arising from the "product recall" of any of "your products" for which coverage is excluded by endorsement.
- (12) Any "product recall" initiated due to the expiration of the designated shelf life of "your product".

**5. COVERAGE H - WATER DAMAGE LEGAL LIABILITY**

The Insurance provided under Coverage H (Section I) applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

The Limit under this coverage shall not be in addition to the Damage To Premises Rented To You Limit.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**6. COVERAGE I – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM**

The following exclusion is added to Paragraph 2. Exclusions of **SECTION I – COVERAGES COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** :

- r. This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" for any "consolidated (Wrap-up) insurance program" which has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not a consolidated (Wrap-up) insurance program:

- a. Provides coverage identical to that provided by this Coverage Part; or
- b. Has limits adequate to cover all claims

This exclusion does not apply if a "consolidated (Wrap-up) insurance program" covering your operations has been cancelled, non-renewed or otherwise no longer applies for reasons other than exhaustion of all available limits, whether such limits are available on a primary, excess or on any other basis. You must advise us of such cancellation, nonrenewal or termination as soon as practicable.

For purposes of this exclusion a "consolidated (wrap-up) insurance program" is a program providing insurance coverage to all parties for exposures involved with a particular (typically major) construction project.

**C. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is amended:**1. To read SUPPLEMENTARY PAYMENTS****2. Bail Bonds**

Item 1.b. is amended as follows:

- b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

**3. Loss of Earnings**

Item 1.d. is amended as follows:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

**4. The following language is added to Item 1.**

However, we shall have none of the duties set forth above when this insurance applies only for **Voluntary Property Damage Coverage** and/or **Care, Custody or Control Property Damage Coverage** and we have paid the Limit of Liability or the Aggregate Limit for these coverages.

**SECTION II- WHO IS AN INSURED****A. The following change is made:****Extended Reporting Requirements**

Item 3.a. is deleted and replaced by the following :

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

**B. The following provisions are added****4. BROAD FORM NAMED INSURED**

Item 1.f. is added as follows:

- f. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period only if there is no other similar insurance available to that entity. However:

- (1) Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired more than 50 percent of the voting stock; and
- (2) Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired more than 50 percent of the voting stock.

**5. Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction or Service Agreement With You**

- a. 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 is an insured. Such person or organization is an additional insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of:

1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "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:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
  - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

#### **6. Additional Insured – Limited Products Completed Operations Coverage**

- a. Any person(s) or organization(s), but only with respect to your liability for "bodily injury" or "property damage" which may be imputed to that person(s) or organization(s) directly arising out of "your work" performed for that additional insured and included in the "products-completed operations hazard" is an insured.

However:

- (1) The insurance afforded to such additional insureds only applies to the extent permitted by law;
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- (3) Coverage will cease five years from the completion of "your work" if:
  - (a) a time frame is not stipulated in the written contract or written agreement; or
  - (b) a time frame longer than 5 years is stipulated in the written contract or written agreement

However if a lesser time frame is stipulated in the written contract or written agreement then that time frame will prevail.

- b. With respect to the insurance afforded to any additional insured under this endorsement, the following additional exclusionary language shall apply:

This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architecture, engineering or surveying services, including:

- (1) The preparing, approving, or failing 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.

#### **7. Additional Insured - Vendors**

- a. Any person(s) or organization(s) (referred to throughout this additional coverage as vendor), but only with respect to "bodily injury" or "property damage", which may be imputed to that person(s) or organization(s) arising out of "your products" shown with the Schedule which are distributed or sold in the regular course of the vendor's business is an insured.

However:

- (1) The insurance afforded to such vendor only applies to the extent permitted by law; and
- (2) If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

b. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

(1) This insurance afforded the vendor does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container.
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of products.
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product.
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - i. The exceptions contained in Sub-paragraphs d. or f.; or
  - ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**8. Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You**

a. Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" directly arising out of the maintenance, operation or use of equipment leased to you, which may be imputed to such person or organization as the lessor of equipment.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**9. Additional Insured – Managers or Lessors of Premises**

a. Any person(s) or organization(s), 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 the person(s) or organization(s) afforded coverage by the additional coverage.

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

#### **10. Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured**

- a. Any architects, engineers or surveyors who are not engaged by you are insureds, but only with respect to liability for "bodily injury" or "property damage" or "personal and advertising injury" which may be imputed to that architect, engineer or surveyor arising out of:

- (1) Your acts or omissions; or
- (2) Your acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

But only if such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

#### **11. Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations**

Any state or governmental agency or subdivision or political subdivision is an insured, subject to the following provisions:

- a. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

b. This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**12. Additional Insured Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only - Owners, Lessees or Contractors**

a. Any persons or organizations for whom you are performing operations, for which you have elected to seek coverage under a Consolidated Insurance Program, 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 is an insured. Such person or organization is an additional insured only with respect to your liability which may be imputed to that person or organization directly arising out of your ongoing operations performed for that person or organization at a premises other than any project or location that is designated as covered under a Consolidated Insurance Program. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies.

This insurance does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection

**13. Additional Insured - Employee Injury to Another Employee**

With respect to your "employees" who occupy positions which are supervisory in nature:

Paragraph 2.a.(1) of SECTION II – WHO IS A NAMED INSURED is amended to read:

a. "Bodily injury" or "personal and advertising injury"

- (1) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
- (2) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (1)(a) above; or
- (3) Arising out of his or her providing or failing to provide professional healthcare services. Paragraph 3.a. is deleted.

For the purpose of this Item 13 only, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, direct, discipline or discharge.

**SECTION III - LIMITS OF INSURANCE**

**A. The following Items are deleted and replaced by the following:**

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B; and
- d. Damages under Coverage H.

## Item G.2.i.

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3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and Coverage **G**.
6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage while rented to you or temporarily occupied by you with permission of the owner.

**B.** The following are added:

8. Subject to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE** \$25,000 is the most we will pay under Coverage **H** for **Water Damage Legal Liability**.

**9. Coverage G- Product Recall Expense**

Aggregate Limit \$50,000

Each Product Recall Limit \$25,000

- a. The Aggregate Limit shown above is the most we will pay for the sum of all "product recall expense" you incur as a result of all "product recalls" you initiate during the endorsement period.
- b. The Each Product Recall Limit shown above is the most we will pay, subject to the Aggregate and \$1,000 deductible, for "product recall expense" you incur for any one "product recall" you initiate during the endorsement period.

We will only pay for the amount of Product Recall Expenses which are in excess of the deductible amount. The deductible applies separately to each Product Recall. The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

**10. Aggregate Limits of Insurance (Per Location)**

The General Aggregate Limit applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

**11. Aggregate Limits of Insurance (Per Project)**

The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

12. With respects to the insurance afforded to additional insureds afforded coverage by items 5 through 13 of **SECTION II – WHO IS AN INSURED** above, the following is added:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement;
  - b. Available under the applicable Limits of Insurance shown in the Declarations;
- Whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

13. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, a \$5,000 "occurrence" limit and a \$10,000 "aggregate" limit is the most we will pay under Coverage **A** for damages because of "property damage" covered under **Coverage D - Voluntary Property Damage Coverage**.

**For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for this coverage.**



14. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, a \$25,000 "occurrence" limit and a \$100,000 "aggregate" limit is the most we will pay under **Coverage E - Care, Custody and Control Coverage** regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

Deductible - Our obligation to pay damages on your behalf applies only to the amount of damages in excess of \$500.

This deductible applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

As respects this coverage "Aggregate" is the maximum amount we will pay for all covered "occurrences" during one policy period.

**For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for this coverage.**

15. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, the most we will pay for "property damage" under **Coverage F - Electronic Data Liability Coverage** for loss of "electronic data" is \$50,000 without regard to the number of "occurrences".

## **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

A. The following conditions are amended:

### **1. Knowledge of Occurrence**

a. Condition 2., Items a. and b. are deleted and replaced by the following:

#### **(1) Duties In The Event Of Occurrence, Offense, Claim Or Suit**

(a) You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. Knowledge of an "occurrence" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee. To the extent possible, notice should include:

- i. How, when and where the "occurrence" took place;
- ii. The names and addresses of any injured persons and witnesses, and
- iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

(b) If a claim is made or "suit" is brought against any insured, you must:

- i. Immediately record the specifics of the claim or "suit" and the date received; and
- ii. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Knowledge of a claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

2. Where **Broad Form Named Insured** is added in **SECTION II – WHO IS AN INSURED** of this endorsement, Condition 4. **Other Insurance b. Excess Insurance (1).(a)** is replaced by the following:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock, and not withstanding any other language in any other policy. This provision does not apply to a policy written to apply specifically in excess of this policy.

B. The following are added:

**1. Condition (5) of 2.c.**

(5) Upon our request, replace or repair the property covered under Voluntary Property Damage Coverage at your actual cost, excluding profit or overhead.

**10. Blanket Waiver Of Subrogation**

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: premises owned or occupied by or rented or loaned to you, ongoing operations performed by you or on your behalf, done under a contract with that person or organization, "your work", or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

**11. Liberalization**

If a revision to this Coverage Part, which would provide more coverage with no additional premium becomes effective during the policy period in the state designated for the first Named Insured shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

**12. Unintentional Failure to Disclose All Hazards**

Based on our reliance on your representations as to existing hazards, if you unintentionally should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**13. The following conditions are added in regard to Coverage G - Product Recall Expense**

In event of a "product recall", you must

- a. See to it that we are notified as soon as practicable of a "product recall". To the extent possible, notice should include how, when and where the "product recall" took place and estimated "product recall expense".
- b. Take all reasonable steps to minimize "product recall expense". This will not increase the limits of insurance.
- c. If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. Your answers must be signed.
- d. Permit us to inspect and obtain other information proving the loss. You must send us a signed, sworn statement of loss containing the information we request to investigate the claim. You must do this within 60 days after our request.
- e. Cooperate with us in the investigation or settlement of any claim.
- f. Assist us upon our request, in the enforcement of any rights against any person or organization which may be liable to you because of loss to which this insurance applies.

**14. Limited Railroad Contractual Liability**

The following conditions are applicable only to coverage afforded by reason of the redefining of an "insured contract" in the **DEFINITIONS** section of this endorsement:

- a. Railroad Protective Liability coverage provided by ISO form CG 0035 with minimum limits of \$2,000,000 per occurrence and a \$6,000,000 general aggregate limit must be in place for the entire duration of any project.
- b. Any amendment to the Other Insurance condition of form CG 0035 alters the primacy of the coverage or which impairs our right to contribution will rescind any coverage afforded by the redefined "insured contract" language.
- c. For the purposes of the Other Insurance condition of form CG 0035 you, the named insured, will be deemed to be the designated contractor.

**SECTION V – DEFINITIONS**

A. At item 12. **Mobile Equipment** the wording at f.(1) is deleted and replaced by the following:

f.(1) Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

except for such vehicles that have a gross vehicle weight less than 1,000 lbs which are not designed for highway use.

B. Item 3. **"bodily injury"** is deleted and replaced with the following:

3. "bodily injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

C. Item 9. **"Insured Contract"** c. is deleted and replaced with the following:

c. Any easement or license agreement;

D. Item 9. **"Insured Contract"** f.(1) is deleted

E. The following definitions are added for this endorsement only

23. **"Electronic data"** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tape drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

24. **"Product recall"** means a withdrawal or removal from the market of "your product" based on the determination by you or any regulatory or governmental agency that:

- a. The use or consumption of "your product" has caused or will cause actual or alleged "bodily injury" or "property damage"; and
- b. Such determination requires you to recover possession or control of "your product" from any distributor, purchaser or user, to repair or replace "your product", but only if "your product" is unfit for use or consumption, or is hazardous as a result of:
  - (1) An error or omission by an insured in the design, manufacturing, processing, labeling, storage, or transportation of "your product"; or
  - (2) Actual or alleged intentional, malicious or wrongful alteration or contamination of "your product" by someone other than you.

25. **"Product recall expense"** means reasonable and necessary expenses for:

- a. Telephone, radio and television communication and printed advertisements, including stationery, envelopes and postage.
- b. Transporting recalled products from any purchaser, distributor or user, to locations designated by you.
- c. Remuneration paid to your employees for overtime, as well as remuneration paid to additional employees or independent contractors you hire.
- d. Transportation and accommodation expense incurred by your employees.
- e. Rental expense incurred for temporary locations used to store recalled products.
- f. Expense incurred to properly dispose of recalled products, including packaging that cannot be reused.
- g. Transportation expenses incurred to replace recalled products.
- h. Repairing, redistributing or replacing covered recalled products with like products or substitutes, not to exceed your original cost of manufacturing, processing, acquisition and/or distribution.

These expenses must be incurred as a result of a "product recall".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## IOWA GOVERNMENTAL ENDORSEMENT

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
BUSINESSOWNERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM

### SCHEDULE

**Name of Organization:** City of Cedar Falls  
220 Clay Street  
Cedar Falls, IA 50613

#### Additional Insured Section:

The entity shown in the schedule above, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers are included as Additional Insureds with respect to liability arising out of the Insured's work and/or services performed for the entity shown above. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

#### Governmental Immunities Section:

**1. Nonwaiver of Governmental Immunity.** The insurance carrier expressly agrees and states that the purchase of this policy and the including of the organization shown in the Schedule as an Additional Insured does not waive any of the defenses of governmental immunity available to the organization shown in the Schedule under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

**2. Claims Coverage.** The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

**3. Assertion of Governmental Immunity.** The organization shown in the Schedule shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement, shall prevent the carrier from asserting the defense of governmental immunity on behalf of the organization shown in the Schedule.

**4. Non-Denial of Coverage.** The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the organization shown in the Schedule under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the organization shown in the Schedule.

**5. No Other Change in Policy.** The insurance carrier and the organization shown in the Schedule agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

**Cancellation and Material Changes Section:**

Thirty (30) days Advance Written Notice of Cancellation, ten (10) days Written Notification of Cancellation due to non-payment of premium, and forty-five (45) days Advance Written Notification of Non-Renewal shall be sent to the address shown on the schedule for the entity listed on this endorsement.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
COMMERCIAL UMBRELLA COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance;
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured;
- (3) The additional insured gives us prompt written notice of any "occurrence" which may result in a claim and prompt written notice of "suit";
- (4) The additional insured immediately forwards all legal papers to us, cooperates in the investigation or settlement of the claim or defense against the "suit", and otherwise complies with policy conditions.
- (5) The additional insured must tender the defense and indemnity of any claim or "suit" to any other insurer which also insures against a loss we cover under this policy. This includes, but is not limited to, any insurer which has issued a policy of insurance in which the additional insured qualifies as an insured. For the purpose of this requirement, the term "insures against" refers to any self-insurance and to any insurer which issued a policy of insurance that may provide coverage for the loss, regardless of whether the additional insured has actually requested that the insurer provide the additional insured with a defense and/or indemnity under that policy of insurance.
- (6) The additional insured agrees to make available any other insurance that the additional insured has for a loss we cover under this policy.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 01/01/2017 at 12:01 A.M. standard time, forms a part of  
(DATE)

Policy No. 30303746 of the Workers Compensation

(NAME OF INSURANCE COMPANY)

issued to Benton's Sand & Gravel, Inc.

Premium \$

  
\_\_\_\_\_  
Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**Schedule**





**FORM OF PROPOSAL  
2018 PERMEABLE ALLEY PROJECT  
PROJECT NO. ST-105-3094  
CITY OF CEDAR FALLS, IOWA**

To the Mayor and City Council  
City of Cedar Falls, Iowa

The undersigned hereby certifies that Benton's Sand & Gravel, Inc. have personally and carefully examined the specifications, general conditions, and form of contract annexed hereto. Having made such examination, the undersigned hereby proposes to construct the improvements for the 2018 Permeable Alley Project in accordance with the plans and specifications on file in the office of the City Clerk, the published Notice to Bidders and the Form of Contract, herewith, complying with all the laws of the State of Iowa, and the Rules, Regulations, and Ordinances of the City of Cedar Falls, and to the satisfaction of the City Council of the City of Cedar Falls, Iowa, including the guaranteeing of this Project for a period of two (2 yrs.) years from the date of final acceptance thereof at the following prices, to-wit:

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>TOTAL QUANTITY</b>	<b>UNIT PRICES</b>	<b>EXTENDED PRICES</b>
1	TRAFFIC CONTROL	LS	1.0	1800.00	1800.00
2	CLEARING & GRUBBING	EA	1.0	700.00	700.00
3	REMOVAL OF CURB & GUTTER	LF	68.0	10.00	680.00
4	REMOVAL OF DRIVEWAY	SY	90.7	9.00	816.30
5	REMOVAL OF SIDEWALK	SY	16.4	9.00	147.60
6	EXCAVATION, CLASS 10, ROADWAY WASTE	CY	334.9	15.00	5023.50
7	SUBDRAIN, 6" HDPE, PERFORATED	LF	302	15.00	4530.00

# Item G.2.i.

ITEM NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICES	EXTENDED PRICES
8	SUBDRAIN, MONITORING WELL	EA	2.0	575.00	1150.00
9	TRENCHDRAIN	LF	8.0	165.00	1320.00
10	GEOTEXTILE FABRIC - PERMEABLE	SY	505.1	4.50	2272.95
11	STORAGE AGGREGATE - BASE LAYER (IDOT GRADATION #13, CLASS 2, 3" CLEAN)	SY	415.9	12.00	4990.80
12	STONE AGGREGATE - CHOKE LAYER (IDOT GRADATION #3, CLASS 2, 1" CLEAN)	SY	415.9	6.00	2495.40
13	CONCRETE COLLAR, 6" P.C.C., CLASS C, 5' WIDTH	SY	304.9	49.50	15092.55
14	CURB & GUTTER, 7" P.C.C./HMA	LF	68.0	55.00	3740.00
15	GRAVEL HEADER, 1" ROADSTONE	SY	15.3	15.00	229.50
16	CONCRETE HEADER, 6" P.C.C., CLASS C	SY	17.8	69.30	1233.54
17	DRIVEWAY, 6" P.C.C., CLASS C	SY	80.1	49.50	3964.95
18	SIDEWALK, 6" P.C.C., CLASS C	SY	26.9	49.50	1331.55
19	PERMEABLE CLAY BLOCK PAVERS	SF	1011.1	11.72	11850.09
20	TOPSOIL, FURNISH & SPREAD	CY	20.0	40.00	800.00
21	HYDRAULIC MULCHING, (TYPE 1, PERMANENT LAWN MIXTURE)	SF	1000.0	1.80	1800.00
22	WATTLES	LF	40.0	5.00	200.00
23	STREET & ALLEY SWEEPING/VACUUMING	HRS	2.0	150.00	300.00

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>TOTAL QUANTITY</b>	<b>UNIT PRICES</b>	<b>EXTENDED PRICES</b>
24	VALVE ADJUSTMENT	EA	1.0	300.00	300.00
25	INTAKE, SEDIMENT FILTER	LF	15.0	10.00	150.00
26	INTAKE WELL, SEDIMENT FILTER	EA	2.0	150.00	300.00
27	CLEANING OF SEDIMENT FILTER BASINS	EA	2.0	100.00	200.00
				<b>TOTAL</b>	<b>67,418.73</b>

Bidders may not independently bid on selective items of work. In this project, all items constitute one indivisible work that will be let to one Bidder. Bids shall be submitted for all of the items (Items 1-27). The successful Bidder will be determined by evaluating the sum of correct unit price extensions. Failure to submit a bid on any item shall be just cause for disqualification of the entire proposal. Unit bids must be filled in ink, typed or computer generated, or the bid will be rejected. The Owner reserves the right to delete any part or all of any item.

The Owner reserves the right to reject any and all bids, including without limitation, nonconforming, nonresponsive, unbalanced or conditional bids. The Owner further reserves the right to reject the bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsive. The Owner may also reject the bid of any Bidder if the Owner believes that it would not be in the best interest of the project to make an award to that Bidder. The Owner also reserves the right to waive all informalities not involving price, time or changes in the work

If written notice of approval of award is mailed, telegraphed or delivered to the undersigned within thirty (30) calendar days after the bid opening thereof, or any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required Bond within ten (10) calendar days after the Contract is presented to Bidder for signature, and start work within ten (10) calendar days after the date as set forth in the written Notice to Proceed.

Bid Security in the sum of 10% OF BID AMOUNT in the form of BID BOND, is submitted herewith in accordance with the Instructions to Bidders.

The Bidder is prepared to submit a financial and experience statement upon request.

The Bidder has received the following Addendum or Addenda:

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Addendum No.	NONE	Date	_____
Addendum No.	_____	Date	_____
Addendum No.	_____	Date	_____

The Bidder has filled in all blanks on this Proposal.

Note: The Penalty for making false statements in offers is prescribed in 18 U.S.C.A., Section 1001.

Name of bidder

BENTON'S SAND & GRAVEL, INC.  
\_\_\_\_\_  
905 CENTER STREET, CEDAR FALLS, IA 50613  
\_\_\_\_\_  
Official Address

  
By \_\_\_\_\_  
VICE-PRESIDENT  
\_\_\_\_\_  
Title



**DEPARTMENT OF COMMUNITY DEVELOPMENT**

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-273-8600  
 Fax: 319-273-8610  
[www.cedarfalls.com](http://www.cedarfalls.com)

**INTEROFFICE MEMORANDUM**  
*Administration Division*

**TO:** Mayor Brown & City Council  
**FROM:** Iris Lehmann, Planner I  
**DATE:** May 17, 2018  
**SUBJECT:** CDBG – Rehabilitation Projects – Bid Opening  
 1024 West 2<sup>nd</sup> Street – Project No. 1-18-662  
 1622 Clay Street – Project No. 1-18-663

Cedar Falls is a recipient of Community Development Block Grant (CDBG) and HOME funds that supports several programs, including housing rehabilitations or housing repairs for income-qualifying residents.

In early May, 2018 two rehabilitation projects were bid for 1024 W 2nd Street and 1622 Clay Street. The owners of these properties, Sara Syhlman and Yvonne Phillips respectively, both meet the program’s income requirements. These rehabilitation projects will significantly improve the living conditions of the applicants and bring the homes to code compliance. On Thursday May 17th, 2018 at 9AM bids were received and opened for the two rehabilitation projects, with the low bids from Kirvan Enterprises for both properties:

<b>1024 W 2nd Street</b>	<b><i>Bid Total</i></b>
To Jo Construction	\$23,090
Brothers Construction	\$24,890
Kirvan Enterprises	\$17,400

<b>1622 Clay Street</b>	<b><i>Bid Total</i></b>
Brothers Construction	\$18,276
Kirvan Enterprises	\$15,950

The Building Official's estimate for the project at 1024 W 2nd Street was \$22,525 and \$16,050 for the project at 1622 Clay Street. These estimates included both rehabilitation hard costs (no more than \$20,000 per home) and lead hazard reduction costs. Kirvan Enterprises submitted the low bids in the amounts of \$17,400 and \$15,950 for 1024 W 2nd Street and 1622 Clay Street respectively.

## Item G.2.j.

As a result of the competitive bids, we recommend acceptance of the low bid(s) and entering into contracts, attached, with Kirvan Enterprises in the amounts of **\$17,400** and **\$15,950**.

Please contact me with any questions. Thank you.

XC: Stephanie Houk Sheetz, Director  
Karen Howard, Planning & Community Services Manager

REHABILITATION CONTRACT

This Contract made the day hereinafter set forth by and between \_\_\_\_\_ ne Phillips  
hereinafter referred to as the "Owner" and Kirvan Enterprises LLC reinafter referred to  
as the "Contractor." Contractor Firm Name

WITNESSETH THAT:

WHEREAS, the Owner desires to engage the Contractor to perform certain work on the premises commonly known as 1622 Clay Street, Cedar Falls, Iowa: and

WHEREAS, the said premises are located in the area designated as Project No. \_\_\_\_\_ of the Community Development Block Grant Program; and To be filled in by City

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 agrees 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 set forth in the Plans and/or Specifications and referred to as Exhibit "A," attached hereto, made a part hereof and incorporated as a part of this Agreement.

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. 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 45 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 6. 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. Public liability insurance shall be written for not less than \$300,000 one occurrence for injury to persons and not less than \$100,000 for damages to property. 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.



## Item G.2.j.

Section 7. 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 8. 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 9. Compensation: The City agrees to compensate the Contractor \$15950 for the services and the materials to be provided herein. Total Bid Amount

Section 10. Payment for Completed Work: 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 above stipulations of Section 12 notwithstanding, the City may, at its discretion, provide advance payments for work that is scheduled to be completed.

Section 11. 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.

Section 12. Occupancy Provision: The premises are to be occupied (unless otherwise notified by the City) during the course of the construction work.

Section 13. 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 14. 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 15. Disputes: The City shall make all final decisions on disputes between the Owner and Contractor, or interpretation of contract. If the Owner is dissatisfied with the City decision, the Grievance Procedure may be instituted.

Section 16. Workmanship: The work provided hereunder by the Contractor shall be executed as directed by the plans and specifications 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 17. Engineering Surveys and Permits and Fees: 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.

Section 18. 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 19. 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 20. Approval by City: This Agreement must be approved by the City before it becomes effective.

Section 21. Nonliability of the City: The parties hereto agree to hold the City harmless for any damages concerning the undertaking and carrying out of this Contract.

Section 22. 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 23. 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 in default. If, within ten (10) days after service of said notice, the violation shall cease or satisfactory arrangement 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 in default, the Contractor shall be responsible for any damages. In the event the Contractor is thus declared in default, the Contractor shall be responsible for any damages. In the event the Contractor is thus declared in default, the Contractor shall be responsible for any damages. In the event the Contractor is thus declared in default, the Contractor shall be responsible for any damages.

Section 24. Notices: Notices to be given by Owner or City to Contractor shall be considered given for the purpose of this Agreement if mailed by regular mail to Contractor at his business address.

Section 25. 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 26. 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 27. Government-Mandated Provisions: APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (E) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

## Item G.2.j.

- (I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (K) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

### Section 28. Required Contract Provisions for projects utilizing CDBG funds.

- (A) All contracts utilizing CDBG funds must contain a termination clause that specifies the following:
- Under what conditions the clause may be imposed.
  - The form the termination notice must take (e.g., certified letter).
  - The time frame required between the notice of termination and its effective date.
  - The method used to compute the final payment(s) to the contractor.

See Section 23 of this Contract.

- (B) Civil Rights. For all CDBG-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.
  - Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u). The purpose of section 3 of the Housing and Urban Development Act of 1968 ( 12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.
  - Federal Executive Order 11246, as amended by Executive Order 11375. Provides that no one be discriminated in employment.
  - Federal Executive Order 11063, as amended by Executive Order 12259.

- (C) Required Section 3 language for procurement documents for projects utilizing CDBG funds:
- 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.
  - 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.
  - 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 : -344- k site where both employees and applicants for training and

employment positions can see the notice. The notice shall describe the positions, shall set forth minimum number and job titles subject to hire, availability of apprenticeship 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.

iv. The contractor agrees to include this section 3 clause in every subcontract to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided 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 without the knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. The contractor has notice of the regulations in 24 CFR part 135.

v. 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.

vi. 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.

vii. 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).

Section 3 Businesses are encouraged to respond to this proposal. A Section 3 business is a business that is:

- 51% owned by Section 3 residents\*; or
- Whose permanent, full-time staff is comprised of at least 30% Section 3 residents\*; or
- Has committed 25% of the dollar amount of its subcontracts to Section 3 businesses

\*A Section 3 resident is defined as a public housing resident or someone with a household income that is less than 80% of the area median income.

Businesses that believe they meet the Section 3 criteria are encouraged to register as a Section 3 Business through HUD's website: <https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>

(D) All CDBG contracts in excess of \$10,000 must include the following language, pursuant to Federal Executive Orders 11246 and 11375:

"During the performance of this contract, the contractor agrees as follows:

i The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, 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 for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

ii 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, color, religion, sex, or national origin.

iii. 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, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

iv. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

v. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vi. In the event of the contractor's non-compliance with the nondiscrimination clause 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 Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

vii. The contractor will include the provisions of Paragraphs (1) through (7) 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 Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency 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,

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litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(E) Access and Maintenance of Records. For projects utilizing CDBG 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.

(F) All contracts utilizing CDBG 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."

(G) Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting. For all contracts utilizing CDBG funds, the Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

(H) In accordance with 2 CFR 200.322, the following shall apply to all proposals and bid documents over \$10,000 for projects utilizing CDBG funds:

The contractor 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.

## 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, cabinetry 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, the 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, 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: Other Provisions

A. Lead Based Paint:

The construction or rehabilitation of residential structures with assistance provided under this Contract is subject to Title IV of the Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4831) as implemented through regulations contained in 24 CFR Part 35, which require that all interior surfaces and doors, which are readily accessible to children under seven years of age, be free of cracking, scaling, peeling, chipping and loose paint or that such surfaces have been either adequately treated or covered to prevent the eating of lead based paint. All surfaces to be treated have been thoroughly washed, sanded, scraped or wire brushed, so as to remove all cracking, scaling, peeling, chipping and loose paint before repainting with, at a minimum, at least two coats of suitable nonleaded paint. All surfaces to be covered have had the paint removed or covered with materials such as gypsum wallboard, plywood, drywall, plaster, or other suitable material.

B. Lead Safe Work Practices:

Lead safe work practices are required for all work that disturbs a painted surface on any structure built prior to 1978 that is known or presumed to contain lead-based paint hazards. Line items requiring safe work practices are identified in the project specifications. The CONTRACTOR, or his/her employees or subcontractors, who disturb a painted surface must have received lead safe work practices training and provide a certificate of completion to the City.

C. Clearance Testing.

Any interior work that disturbs a painted surface may require a clearance test be passed after the work is complete and the area cleaned. It is the CONTRACTOR's responsibility to thoroughly clean the area, as described in the lead safe work practices training, so that the clearance test is passed, as determined by an accredited laboratory. The CONTRACTOR is responsible for ensuring that the City is given advance notice of when the area will be prepared for clearance testing. If the clearance test is not passed, it is the contractor's responsibility to thoroughly clean the area again prior to re-testing and to pay for the cost of retesting. The City may choose not to charge the CONTRACTOR for the cost of retesting if The City determines that the test failure was not related to a cleaning issue.

D. Homeowner Temporary Relocation.

OWNERS and other occupants are required to be temporarily relocated during the period in which the interior work that requires lead safe work practices training is being completed. The City will not authorize entry or re-occupancy by the OWNERS until all such work is completed and the clearance testing requirement has been met. In addition, the OWNER's belongings will be temporarily relocated or covered and sealed to prevent contamination from lead-contaminated dust or construction debris during the lead hazard reduction activity. If the OWNERS are unable to move, remove or secure their household items, the CONTRACTOR shall do so, as necessary, at a price to be negotiated between the CONTRACTOR and the City.

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CONTRACTOR

Kirvan Enterprises LLC  
Contractor Firm Name

422 35th St. SW  
Contractor's Address

Altoona, IA, 50009  
City, State, Zip

*Ben J. K...*  
Signature of Contractor

5/14/18  
Date of Acceptance

ACCEPTANCE BY OWNER(S)

Yvonne Phillips  
Owner(s) Name

1622 Clay Street  
Owner's Address

Cedar Falls, IA 50613  
City, State, Zip

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Owner's Signature  
Date of Acceptance

Grant Approved:

\_\_\_\_\_  
Ronald S. Gaines, Director  
Community Development Department

\*\*\*\*\*

PROCEED ORDER

TO: Contractor Listed Above

DATE: \_\_\_\_\_

FROM: Owner Listed Above

You are hereby notified to proceed with the work as listed in this contract within 14 days of the above date.

Signature of Owner(s)

Yvonne Phillips



REHABILITATION CONTRACT

This Contract made the day hereinafter set forth by and between Syhlman hereinafter referred to as the "Owner" and Kirvan Enterprises LLC hereinafter referred to as the "Contractor."

Contractor Firm Name

WITNESSETH THAT:

WHEREAS, the Owner desires to engage the Contractor to perform certain work on the premises commonly known as 1024 West 2<sup>nd</sup> Street, Cedar Falls, Iowa: and

WHEREAS, the said premises are located in the area designated as Project No. \_\_\_\_\_ of the Community Development Block Grant Program; and \_\_\_\_\_ To be filled in by City

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 agrees 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 set forth in the Plans and/or Specifications and referred to as Exhibit "A," attached hereto, made a part hereof and incorporated as a part of this Agreement.

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. 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 45 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 6. 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. Public liability insurance shall be written for not less than \$300,000 one occurrence for injury to persons and not less than \$100,000 for damages to property. 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.

## Item G.2.j.

Section 7. 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 8. 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 9. Compensation: The City agrees to compensate the Contractor \$17400 for the services and the materials to be provided herein. Total Bid Amount

Section 10. Payment for Completed Work: 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 above stipulations of Section 12 notwithstanding, the City may, at its discretion, provide advance payments for work that is scheduled to be completed.

Section 11. 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.

Section 12. Occupancy Provision: The premises are to be occupied (unless otherwise notified by the City) during the course of the construction work.

Section 13. 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 14. 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 15. Disputes: The City shall make all final decisions on disputes between the Owner and Contractor, or interpretation of contract. If the Owner is dissatisfied with the City decision, the Grievance Procedure may be instituted.

Section 16. Workmanship: The work provided hereunder by the Contractor shall be executed as directed by the plans and specifications 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 17. Engineering Surveys and Permits and Fees: 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.

Section 18. 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 19. 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 20. Approval by City: This Agreement must be approved by the City before it becomes effective.

Section 21. Nonliability of the City: The parties hereto agree to hold the City harmless for any damages concerning the undertaking and carrying out of this Contract.

Section 22. 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 23. 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 in default. If, 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 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 24. Notices: Notices to be given by Owner or City to Contractor shall be considered given for the purpose of this Agreement if mailed by regular mail to Contractor at his last business address.

Section 25. 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 26. 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.

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**Section 27. Government-Mandated Provisions: APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (E) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

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- (I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (K) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

### Section 28. Required Contract Provisions for projects utilizing CDBG funds.

- (A) All contracts utilizing CDBG funds must contain a termination clause that specifies the following:
- Under what conditions the clause may be imposed.
  - The form the termination notice must take (e.g., certified letter).
  - The time frame required between the notice of termination and its effective date.
  - The method used to compute the final payment(s) to the contractor.

See Section 23 of this Contract.

- (B) Civil Rights. For all CDBG-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.
  - Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u). The purpose of section 3 of the Housing and Urban Development Act of 1968 ( 12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.
  - Federal Executive Order 11246, as amended by Executive Order 11375. Provides that no one be discriminated in employment.
  - Federal Executive Order 11063, as amended by Executive Order 12259.

- (C) Required Section 3 language for procurement documents for projects utilizing CDBG funds:
- 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.
  - 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.
  - 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 site where both employees and applicants for training and

employment positions can see the notice. The notice shall describe the minimum number and job titles subject to hire, availability of apprenticeship qualifications for each; and the name and location of the person(s) taking applications and the anticipated date the work shall begin. Preference, shall set forth training positions, the number of each of the positions;

iv. The contractor agrees to include this section 3 clause in every subcontract regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of 24 CFR part 135. The contractor will not subcontract with any subcontractor with whom the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

v. 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.

vi. 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.

vii. 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).

Section 3 Businesses are encouraged to respond to this proposal. A Section 3 business is a business that is:

- 51% owned by Section 3 residents\*; or
- Whose permanent, full-time staff is comprised of at least 30% Section 3 residents\*; or
- Has committed 25% of the dollar amount of its subcontracts to Section 3 businesses

\*A Section 3 resident is defined as a public housing resident or someone with a household income that is less than 80% of the area median income.

Businesses that believe they meet the Section 3 criteria are encouraged to register as a Section 3 Business through HUD's website: <https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>

(D) All CDBG contracts in excess of \$10,000 must include the following language, pursuant to Federal Executive Orders 11246 and 11375:

"During the performance of this contract, the contractor agrees as follows:

i The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, 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 for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

ii 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, color, religion, sex, or national origin.

iii. 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, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

iv. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

v. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vi. In the event of the contractor's non-compliance with the nondiscrimination clause 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 Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

vii. The contractor will include the provisions of Paragraphs (1) through (7) 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 Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency 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,

# Item G.2.j.

litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(E) Access and Maintenance of Records. For projects utilizing CDBG 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.

(F) All contracts utilizing CDBG 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."

(G) Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting. For all contracts utilizing CDBG funds, the Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

(H) In accordance with 2 CFR 200.322, the following shall apply to all proposals and bid documents over \$10,000 for projects utilizing CDBG funds:

The contractor 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.

## 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, cabin 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, the treated 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, 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: Other Provisions

A. Lead Based Paint:

The construction or rehabilitation of residential structures with assistance provided under this Contract is subject to Title IV of the Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4831) as implemented through regulations contained in 24 CFR Part 35, which require that all interior surfaces and doors, which are readily accessible to children under seven years of age, be free of cracking, scaling, peeling, chipping and loose paint or that such surfaces have been either adequately treated or covered to prevent the eating of lead based paint. All surfaces to be treated have been thoroughly washed, sanded, scraped or wire brushed, so as to remove all cracking, scaling, peeling, chipping and loose paint before repainting with, at a minimum, at least two coats of suitable nonlead-based paint. All surfaces to be covered have had the paint removed or covered with materials such as gypsum wallboard, plywood, drywall, plaster, or other suitable material.

B. Lead Safe Work Practices:

Lead safe work practices are required for all work that disturbs a painted surface on any structure built prior to 1978 that is known or presumed to contain lead-based paint hazards. Line items requiring safe work practices are identified in the project specifications. The CONTRACTOR, or his/her employees or subcontractors, who disturb a painted surface must have received lead safe work practices training and provide a certificate of completion to the City.

C. Clearance Testing.

Any interior work that disturbs a painted surface may require a clearance test be passed after the work is complete and the area cleaned. It is the CONTRACTOR's responsibility to thoroughly clean the area, as described in the lead safe work practices training, so that the clearance test is passed, as determined by an accredited laboratory. The CONTRACTOR is responsible for ensuring that the City is given advance notice of when the area will be prepared for clearance testing. If the clearance test is not passed, it is the contractor's responsibility to thoroughly clean the area again prior to re-testing and to pay for the cost of retesting. The City may choose not to charge the CONTRACTOR for the cost of retesting if The City determines that the test failure was not related to a cleaning issue.

D. Homeowner Temporary Relocation.

OWNERS and other occupants are required to be temporarily relocated during the period in which the interior work that requires lead safe work practices training is being completed. The City will not authorize entry or re-occupancy by the OWNERS until all such work is completed and the clearance testing requirement has been met. In addition, the OWNER's belongings will be temporarily relocated or covered and sealed to prevent contamination from lead-contaminated dust or construction debris during the lead hazard reduction activity. If the OWNERS are unable to move, remove or secure their household items, the CONTRACTOR shall do so, as necessary, at a price to be negotiated between the CONTRACTOR and the City.

# Item G.2.j.

CONTRACTOR

Kirkman Enterprises LLC  
Contractor Firm Name

422 35th St. SW  
Contractor's Address

Altoona IA 50009  
City, State, Zip

*Benjamin Kirkman*  
Signature of Contractor

5/14/18  
Date of Acceptance

ACCEPTANCE BY OWNER(S)

Sara Syhlman  
Owner(s) Name

1024 West 2<sup>nd</sup> Street  
Owner's Address

Cedar Falls, IA 50613  
City, State, Zip

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Owner's Signature  
Date of Acceptance

Grant Approved:

\_\_\_\_\_  
Ronald S. Gaines, Director  
Community Development Department

\*\*\*\*\*

PROCEED ORDER

TO: Contractor Listed Above

DATE: \_\_\_\_\_

FROM: Owner Listed Above

You are hereby notified to proceed with the work as listed in this contract within 14 days of the above date.

Signature of Owner(s)

Sara Syhlman  
\_\_\_\_\_  
\_\_\_\_\_

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
[www.cedarfalls.com](http://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: 319-273-8610*

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

**FROM:** Iris Lehmann, Planner I

**DATE:** May 15, 2018

**SUBJECT:** Certified Local Government Grant Project Subcontract

In January 2018 City Council accepted a \$5,000 grant from the State Historical Society of Iowa for the City of Cedar Falls' Historic Preservation Commission to hire a professional to prepare a nomination for the Wild Historic District to the National Register of Historic Places. The proposed Wild Historic District is comprised of 423, 501, and 509 W 1st Street. These three homes were determined by an IDOT Environmental Report to be eligible to the National Register because of their connection to Daniel and Margaret Wild. If the nomination is successful, this would be the first recognized residential historic district in the City of Cedar Falls. The designation would also provide the opportunity for property owners within the district to apply for tax credits for rehabilitation projects.

RFPs were sent out in February and at the April 11th Historic Preservation Commission meeting the Commission reviewed the submitted proposals and selected Tallgrass Archaeology LLC as the consultant to prepare the nomination. In order to permit the consultant to start working on the nomination, Council must first approve the attached subcontract.

The process of nominating a district involves research and compiling a Federally-compliant proposal. Once the proposal is done, several public meetings are required in order for it to proceed, including at least one open house. The nomination is also reviewed and approved by the Historic Preservation Commission. Following the Historic Preservation Commission's approval, the completed proposal will be presented to City Council for consideration. At that point the nomination moves on for additional State and Federal reviews.

The Community Development Department recommends that City Council adopt the following:

## Item G.2.k.

1. Resolution approving and authorizing execution of the Subcontract for Consulting Services between the City of Cedar Falls and Tallgrass Archaeology LLC.

Please feel free to contact me if you have any questions.

XC: Stephanie Houk Sheetz, Director  
Karen Howard, Planning & Community Services Manager  
Julie Etheredge, Chair, Historic Preservation Commission



**SUBCONTRACT FOR CONSULTING SERVICES**

THIS SUBCONTRACT FOR CONSULTING SERVICES is entered into effective as of this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Cedar Falls, Iowa (“CITY”), and the Cedar Falls Historic Preservation Commission (“HPC”), collectively referred to herein as the CLIENT, and Tallgrass Archaeology LLC, hereinafter referred to as the CONSULTANT;

WHEREAS, CITY and HPC, collectively, the CLIENT, desire to contract for consulting services with CONSULTANT, for preparation of all documentation necessary to seek a nomination of the Wild Historic District to the National Register of Historic Places; and

WHEREAS, The Wild Historic District is defined as the area encompassing the three residential properties at 423 W 1st Street, 501 W 1st Street, and 509 W 1st Street; and

WHEREAS, CLIENT and CONSULTANT have reached agreement upon the terms and conditions of the consulting services for this project, and desire to reduce their agreement to writing in the form of a Subcontract for Consulting Services.

NOW, THEREFORE, the parties mutually agree as follows:

1. CITY and HPC, collectively the CLIENT, hereby retain CONSULTANT, and CONSULTANT agrees to Subcontract with CLIENT, in order to accomplish the objective of nominating the Wild Historic District to the National Register of Historic Places.
2. For consulting services under this Subcontract, the CITY shall pay the CONSULTANT an amount not to exceed five thousand dollars (\$5,000) for all services, and reimbursement of all necessary expenses, as described in this Subcontract (hereinafter the “Subcontract Amount”). The CONSULTANT shall be paid on the basis of tasks completed, which tasks are listed in the Scope of Work, a copy of which is attached, marked Attachment A. The CITY agrees to make periodic payments to the CONSULTANT for such services, within thirty (30) days of the receipt of invoices which document completion of tasks within the Scope of Work.
3. The CONSULTANT shall submit invoices for approval to the Project Director listed below:

Iris Lehmann, Planner I  
City of Cedar Falls, Iowa  
220 Clay Street  
Cedar Falls, IA 50613

Such invoices shall be forwarded by the Project Director to the CITY, with a recommendation for approval or for modification.

## Item G.2.k.

4. The CONSULTANT shall not incur expenses in an amount in excess of the Subcontract Amount stated in Paragraph 2 without the prior written approval of the CITY, which approval the CITY may grant or deny in its sole and absolute discretion.
5. HPC shall provide all volunteers necessary and appropriate to undertake and complete the research, photography, and all other tasks described in the Scope of Work that are determined by the CONSULTANT to be necessary for the preparation of said nomination. Such volunteers will be provided at no expense to the CITY or to the CONSULTANT.
6. The CONSULTANT shall complete the tasks as specified in the Scope of Work (Attachment A) and in accordance with the Project Schedule, a copy of which is attached hereto, marked Attachment B, including but not limited to the following:
  - a. The CONSULTANT shall train the volunteers in the proper techniques for research, photography and other tasks determined by the CONSULTANT.
  - b. The CONSULTANT shall also periodically review the work product produced by the volunteers to determine its quality, and the CONSULTANT shall conduct additional training of the volunteers as necessary to maintain the quality of their work product as required by the Grant-in Aid Agreement, a copy of which is attached hereto, marked Attachment C.
  - c. The CONSULTANT shall prepare the necessary paperwork to nominate the Wild Historic District to the National Register of Historic Places as required by the Scope of Work and the Grant-in-Aid Agreement, and in accordance with the Project Schedule.
7. The terms of this Subcontract shall commence upon approval of this Subcontract by the City Council of CITY, and execution of the Subcontract by the Mayor and City Clerk of the CITY, and by CONSULTANT, and shall terminate on September 1<sup>st</sup>, 2019, and upon completion of performance of all services as described in this Subcontract, the Scope of Work, and the Grant-in-Aid Agreement.
8. The CITY may terminate this Subcontract for any or no reason and at any time by giving notice by certified mail to the CONSULTANT at the following address:

Tallgrass Archaeology LLC  
2460 S. Riverside Drive  
Iowa City, IA 52246

In that event, copies of notes and electronic word files of written documents, and other materials pertinent to completion of the project shall be delivered to the CLIENT or their representatives within a reasonable time following the

giving of such notice. Equitable adjustment shall be made for all work completed prior to the date of notice of termination. Such equitable adjustment shall be based upon the completion and submittal of work described in the Scope of Work.

9. The CONSULTANT may terminate this Subcontract at any time by giving notice by certified mail to the CLIENT at the following address:

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

In that event, copies of notes and electronic word files of written documents, and other materials pertinent to completion of the project shall be delivered to the CLIENT or their representatives within a reasonable time following the giving of such notice. Equitable adjustment shall be made for all work completed prior to the date of notice of termination. Such equitable adjustment shall be based upon the completion and submittal of work described in the Scope of Work.

10. All materials, documentation, and information collected and produced under this Subcontract shall be and remain the sole and exclusive property of the CITY and HPC, and may not be used by the CONSULTANT without prior written consent of the CITY, which consent may be withheld in the sole discretion of the CITY and/or HPC.
11. The provisions of the document entitled, "Insurance Requirements for Contractors for the City of Cedar Falls," dated February 7, 2015, a copy of which is attached hereto, marked Exhibit D, are hereby made a part of this Subcontract as if set out word for word herein.

CONSULTANT shall obtain and maintain an insurance policy or policies that meet the provisions set out in the Insurance Requirements for Contractors for the City of Cedar Falls, attached hereto and marked Exhibit D.

CONSULTANT shall furnish to CLIENT a certificate or certificates of insurance containing all coverages, endorsements and other provisions required by Exhibit D.

12. The provisions of the documents entitled, "Standard Terms and Conditions for Contracts Between Contractors Who Perform Professional Services and the City of Cedar Falls," consisting of three pages, are incorporated into this Subcontract by the Client and a copy of which is attached as Exhibit E. In the event of any conflict between the provisions of Exhibit E and the other terms of this Subcontract, the terms of Exhibit E shall control.
13. If a dispute arises out of, or relates to, this Subcontract and if the dispute cannot be settled through negotiation, then the CONSULTANT and the CLIENT

## Item G.2.k.

agree to submit the dispute to mediation. In the event either CONSULTANT or the CLIENT desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for non-binding mediation in accordance with the procedures and rules of the American Arbitration Association then in effect. The expenses of the mediator shall be shared by 50 percent by CONSULTANT and 50 percent by the CLIENT. This requirement to seek mediation shall be a condition required before filing an action at law or in equity.

This Subcontract shall be governed by the laws of the State of Iowa and any action at law or other judicial proceeding arising from this Subcontract shall be instituted in Black Hawk County District Court, Waterloo, Iowa.

14. The CONSULTANT'S obligations and duties under this Subcontract shall not be assigned without the recommendation of HPC and the approval of the CITY. Such approval may be withheld in the sole and absolute discretion of the CITY.

Furthermore, the CITY shall indemnify and hold harmless the CONSULTANT for any injury or damage caused by the acts or omissions of the CITY, HPC, or its employees or agents.

15. In performing the functions set forth in this Subcontract, it is understood and agreed that the CONSULTANT is an independent contractor, and not an employee of the CITY or of HPC, and that all work performed hereunder shall be conducted in a professional and satisfactory manner. Furthermore, the CONSULTANT shall indemnify and hold harmless the CITY and HPC for any injury or damage caused by the acts or omissions of the CONSULTANT or its employees or agents.
16. This certification is required by Section 1352, Title 31, U.S. Code. The CONSULTANT certifies, to the best of its knowledge and belief that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, any officer or employee of Congress, or any 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.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form 1963 "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify 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 civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS SUBCONTRACT TO BE EXECUTED ON THE DATE FIRST STATED ABOVE.

City of Cedar Falls, Iowa

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

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk  
CITY

By: \_\_\_\_\_  
Julie Etheredge, HPC Chair  
HPC

By: \_\_\_\_\_  
Leah D. Rogers, Project Manager, Tallgrass Archaeology LLC  
CONSULTANT



## Attachment A – Scope of Work

### **SCOPE OF WORK**

In order to accomplish the nomination of the district to the National Register of Historic Places, the Historic Preservation Commission seeks to secure the assistance of a historic preservation consultant to conduct the nomination work, including:

- Review of the Intensive Survey and Evaluation of the Wild District
- Complete district nomination packet
- Public presentation of nomination
- Meeting with individual property owners to assure understanding of the benefits of being listed on the National Register of Historic Places.

While the consultant will complete the necessary work for the district nomination, Historic Preservation Commissioners, City staff, and volunteers will assist the consultant as necessary and will lead public outreach and education efforts.

### **PRODUCTS**

The consultant hired for this project will deliver the following products:

- Two copies of project design, activities, and schedule.
- Copies of draft National Register nomination forms, including appropriate maps on continuation sheets, as currently required by the National Park Service. This may include copies on archival quality compact disks as well as copies printed on archival paper.
- A digital copy of the final National Register nomination form and continuation sheets for City of Cedar Falls files. City to print as needed for review.
- Topographical map (or maps) as required by the National Park Service.
- Finished sets of photographs adequately representing the district and the structures within the district. Photographs, whether printed or digital, shall meet national nomination standards and shall be provided in the quantities required.

The following acknowledgments will be included in all work products created as part of this grant:

"The activity that is the subject of a National Register nomination has been financed in part with Federal funds from the National Park Service, U.S. Department of the Interior. However, the contents and opinions do not necessarily reflect the view or policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior."

"This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964,

## Item G.2.k.

Section 504 of the rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color national origin, disability, or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above or if you desire further information, please write to:

Office of Equal Opportunity  
National Park Service  
1849 C Street, N.W.  
Washington, D.C. 20204”



Attachment B – Project Schedule

**SCHEDULE**

March 28, 2018 Receive proposals from consultants.

April 2018: HPC meeting to select a consultant.

May, 2018: Submit draft contract to the SHPO.

May, 2018: Council approval, selected consultant is notified, and copies of executed contract are sent to SHPO.

May, 2018: Kick off meeting for project including SHPO, consultant and project manager.

May- October, 2018: Consultant begins work on nomination.

December 3, 2018: Consultant submits first draft of nomination to HPC and SHPO.

March 18, 2019: SNRC Draft to SHPO.

April, 2019: Public open house or presentation for public.

April, 2019: Cedar Falls HPC recommendation to Council.

May, 2019: Cedar Falls City Council acts on nomination.

June, 2019: SNRC meeting to review nomination. Final revisions are made.

July 2019: Final revisions are made and final nomination is submitted to the SHPO.

August, 2019: All grant close-out items submitted to the SHPO.



**RESOLUTION NO. 20,917**


**RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A GRANT-IN-AID AGREEMENT WITH THE STATE HISTORICAL SOCIETY OF IOWA RELATIVE TO A CERTIFIED LOCAL GOVERNMENT GRANT PROJECT FOR NOMINATION OF THE WILD HISTORIC DISTRICT TO THE NATIONAL REGISTER OF HISTORIC PLACES**

**WHEREAS**, the City Council of the City of Cedar Falls, Iowa, has considered approving and authorizing execution of a Grant-in-Aid Agreement with the State Historical Society of Iowa relative to a Certified Local Government Grant Project for nomination of the Wild Historic District to the National Register of Historic Places, 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 and authorize execution of said Agreement.

**NOW THEREFORE**, be it resolved by the City Council of the City of Cedar Falls, Iowa, that said Agreement is hereby approved and the Mayor and City Clerk are hereby authorized to execute said Agreement on behalf of the City of Cedar Falls, Iowa.

**ADOPTED** this 15<sup>th</sup> day of January 2018.

  
James P. Brown, Mayor

**ATTEST:**

  
Jacqueline Danielsen, CMC  
City Clerk

# Item G.2.k.

**Contract No. 2018- 01  
STATE HISTORICAL SOCIETY OF IOWA  
GRANT-IN-AID AGREEMENT FOR:**

**CLG Cedar Falls Iowa**

**Certified Local Government Grant Project**

This agreement is made and entered into by and between **Cedar Falls** hereinafter referred to as the RECIPIENT, and the STATE HISTORICAL SOCIETY OF IOWA, hereinafter referred to as the STATE; WITNESSETH THAT:

WHEREAS, the STATE, is interested in broadening the role of local governments in historic preservation through the Certified Local Government program; and

WHEREAS, the STATE, in accordance with the National Historic Preservation Amendments of 1980, is providing 10% of its annual federal Historic Preservation Fund appropriation to Certified Local Governments; and

WHEREAS, the RECIPIENT has demonstrated its interest in historic preservation by becoming a Certified Local Government, and desires to complete a **National Register nomination**;

NOW THEREFORE, it is agreed by and between the parties hereto as follows:


1. That the RECIPIENT is qualified to complete the attached Scope of Work (Exhibit C);
2. That the RECIPIENT will be responsible for overseeing all aspects of fiscal management;
3. That the RECIPIENT provide a permanent copy of financial records suitable for State and Federal audit as directed under the Single Audit Act of 1984, P.L. 98-502, if required;
4. That the STATE provide for only project costs eligible under provisions stipulated by the National Park Service, U.S. Department of the Interior for grants -in-aid. Project work which does not meet Secretary of the Interior's Standards will not be reimbursed for under this contract;
5. That the STATE monitor the project and provide input as called for in the attached Scope of Work (Exhibit C);
6. That the Recipient and the STATE mutually agree that if, during the duration of the contract, it is deemed necessary by either party to make alterations to or amendments to this Agreement, such changes shall be incorporated into this contract upon mutual agreement and shall be in effect as of the date of the amendment unless otherwise specified within the amendment;
7. That the STATE agrees to pay the project eligible costs under the terms of this Agreement;
8. That the RECIPIENT and the STATE mutually agree to abide by the general and specific conditions attached hereto as Exhibits A, B, C, and D;
9. That the RECIPIENT and the STATE mutually agree that all work performed under this contract will be completed by **June 30, 2019**;
10. That the RECIPIENT and the STATE mutually agree that the cost of this contract shall be

**\$5,000** (Exhibit D). All eligible costs necessary to carry out the project shall be initially advanced by the RECIPIENT and then the STATE shall reimburse the RECIPIENT for **\$5,000.00**, upon receipt of all work products and as specified in the Scope of Work. The final bill must be submitted with the final report by **June 30, 2019**. The agreement will end on **August 1, 2019**.

11. Expenditures are to be according to the Budget, attached as Exhibit D. Adjustments between budget categories are permissible following written mutual consent between the RECIPIENT and the STATE;
12. The RECIPIENT will faithfully comply with all applicable Federal and State laws, regulations and guidelines, including the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation as published in the Federal Register on September 29, 1983;
13. The RECIPIENT shall hold the STATE and federal government harmless from damages in any action arising from the performance of work described herein.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day and year last specified below.

RECIPIENT

  
\_\_\_\_\_  
Jim Brown, Mayor, City of Cedar Falls

*01/15/2018*  
\_\_\_\_\_  
Date

STATE

\_\_\_\_\_  
Steve King, AIA, Deputy State Historic Preservation Officer, State of Iowa

\_\_\_\_\_  
Date

**EXHIBIT A  
GENERAL CONDITIONS**

**ARTICLE I - Amendment of Contract:**

The RECIPIENT or the STATE may, during the duration of the Contract, deem it necessary to make alterations to the provisions of this agreement. Any changes, which shall be mutually agreed upon by both parties, shall be incorporated into this Contract. The provisions of the amendment shall be in effect as of the date of the amendment unless otherwise specified within the amendment. A waiver of any conditions of this Contract must be in writing from a duly authorized official of the STATE.

**ARTICLE II - Patent and Copyright:**

a. No material or product in whole or in part under this Contract shall be subject to patent or copyright by either party in the United States or in any other country.

b. The U.S. Department of the Interior and the State Historical Society of Iowa shall reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish (including in an electronic format), or otherwise use, and to authorize others to use, any materials produced in whole or in part under this Contract for government purposes. Any publication by the RECIPIENT must bear in an appropriate place an acknowledgment of grant support under the National Historic Preservation Act of 1966, as amended, from the U.S. Department of the Interior and the State Historical Society of Iowa.

**ARTICLE III - Accounts and Records:**

a. Accounts - the RECIPIENT shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues acquired under this Contract to the extent and in such detail as will properly reflect all costs, direct and indirect, of labor, materials, supplies, services, and other costs and expenses of whatever nature, for which payment is claimed under this Contract.

b. Audit and Inspection - At all times during normal business hours and as frequently as is deemed necessary, the RECIPIENT shall make available to the STATE all of its records, pertaining to all matters covered by this Contract and shall permit the STATE to audit, examine and make excerpts from such records and all other matters covered by this Contract.

c. Retention of Financial Records - All records in the possession of the RECIPIENT pertaining to this Contract shall be retained by the RECIPIENT for a period of three (3) years beginning with the date upon which final payment under this Contract is issued. All records shall be retained beyond the three (3) year period if audit findings have not been resolved within that period.

d. The STATE shall reimburse the RECIPIENT for actual, necessary and eligible costs incurred by the RECIPIENT in the conduct of this project. All claims shall include copies of time utilization sheets, records, documents and other evidence in support of all costs and expenses incurred for the performance of this Contract.

#### **ARTICLE IV - Termination of Contract**

a. Termination for Cause - The STATE or the RECIPIENT may terminate this Contract in whole or in part, at any time before the date of completion, whenever it is determined that the other party has failed to comply with the conditions of the Contract. The STATE or RECIPIENT shall promptly notify the other party in writing of the determination and the reasons for the termination, together with the effective date. The RECIPIENT shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The STATE shall allow full credit to the RECIPIENT for non-cancelable obligations if said obligations are properly incurred by the RECIPIENT prior to termination. The STATE shall terminate the contract if it determines that the RECIPIENT is not following cost eligibility as outlined in the Secretary of the Interior Standards, 36 CFR; OMB Circular A-87; and OMB Circular A-102.

b. Termination for Convenience - The STATE and the RECIPIENT may terminate this Contract in whole or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the future expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The RECIPIENT shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The STATE shall allow full credit to the RECIPIENT for non-cancelable obligations up to the amount of award, if said obligations are properly incurred by the RECIPIENT prior to termination.

c. Termination due to Non-Appropriation - Notwithstanding any other provisions of this Contract, if funds anticipated for the continued fulfillment of the Contract are at any time not forthcoming or insufficient, either through the failure of the Federal Government or of the State of Iowa to appropriate funds or discontinuance or material alteration of the program under which funds were provided, then the STATE shall have the right to terminate this Contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration. Unless otherwise agreed to by the parties, the Contract shall become null and void on the last day of the fiscal year for which appropriations were received, except that if an appropriation to cover the costs of this Contract becomes available within sixty (60) days subsequent to termination under this clause, the STATE agrees to re-enter a Contract with the terminated RECIPIENT under the same provisions, terms and conditions as the original award. In the event of termination of this Contract due to non-appropriation, the exclusive, sole and complete remedy of the RECIPIENT shall be payment for service completed prior to termination.

## **Item G.2.k.**

d. Right in Incomplete Products - In the event the Contract is terminated, all finished or unfinished portions of the work prepared by or for the RECIPIENT under this Contract shall, at the option of the STATE, become its property, and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on the project.

### **ARTICLE V - Interest of Officials and Others:**

a. STATE - No officer, employee or advisor of the STATE including a member of the State Historical Society of Iowa Board of Trustees or the State Nominations Review Committee, shall participate in any decisions relating to this Contract which affect his personal interest or the interest of any corporation, partnership or association in which he is directly or indirectly interested or have any interest, direct or indirect, in this Contract or the proceeds thereof. A person has a conflict of interest with respect to a sub-grant, contract subcontract, or any agreement supported with state or federal assistance if the person or any of the following has a financial interest in that application:

1. The person, the person's spouse, minor child, or partner, or;
2. Any organization in which the person is serving as an officer, director, trustee, partner or employee or;
3. Any person or organization with whom the person is negotiating or has any arrangements concerning prospective employment;

Benefit or remuneration other than a fee in accordance with applicable statewide procedures includes, without exception, royalty, commission, contingent fee, professional services contract, brokerage fee, or other payment accruing to the person or any member of his immediate family.

b. RECIPIENT - The RECIPIENT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.

### **ARTICLE VI - Assignment of Interest:**

Neither this Agreement or any interest therein, no claim hereunder, shall be assigned or transferred by the RECIPIENT to any other party or parties.

### **ARTICLE VII - Subcontract:**

None of the work or services required under this Agreement shall be subcontracted by the RECIPIENT without prior written approval to subcontract by the STATE.

### **ARTICLE VIII - Procurement of Professional Services and Equipment:**



The RECIPIENT shall procure professional services by competitive negotiation, or small purchase procedures. This requires solicitations from at least three sources to permit reasonable competition consistent with the nature and requirements of the procurement. "Cost-plus-a-percentage-of-cost" contracting is strictly forbidden. Rather, cost reimbursement or fixed price contracting is required.

Project principal investigators must meet the minimum professional standards as outlined in the Code of Federal Regulations, Volume 36 Part 61.

The purchase of any equipment under this agreement over \$300 may not occur without prior written permission of the STATE. The STATE will not approve such purchases until the same are approved in writing by the National Park Service.

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## EXHIBIT B

### SPECIAL CONDITIONS

#### ARTICLE I - Identification of Parties:

This Contract is entered into by and between the State Historical Society of Iowa, hereinafter called the STATE, and **Cedar Falls**, hereinafter called the RECIPIENT.

#### ARTICLE II - Designation of Officials:

a. STATE - The Deputy State Historic Preservation Officer is the State Official authorized to execute any changes in the terms, conditions, or amounts specified in this Contract. She (he) may designate a member of her (his) staff to negotiate, on behalf of the State, any changes to the Contract.

b. **Mayor Jim Brown** is authorized to execute any changes in the terms, conditions, or amounts as specified in this contract.

#### ARTICLE III - Additional Special Conditions:

a. Audit Requirements - The RECIPIENT shall annually have performed, on a timely basis, independent financial and compliance audits of the historic preservation funds received from the STATE. All such audits shall be conducted in accordance with applicable auditing standards set forth in OMB Circular A-128, "Audits of State and Local Governments", pursuant to the Single Audit Act of 1984. Costs associated with such audits are the responsibility of the RECIPIENT. A copy of this audit must be submitted to the STATE.

If the RECIPIENT is a non-profit organization, public college or university, audits shall be made in accordance with statutory requirements and the provision of Circular A-110 a copy of this audit must be submitted to the STATE.

b. General Obligations - All work performed under this Contract shall be carried out in a lawful, proper and satisfactory manner in accordance with appropriate Federal, State and Local regulations, including OMB Circular A-102 and Historic Preservation Fund Grants Manual, October 1997; and any circular, policies, procedures and requirements as may from time to time be prescribed by the U.S. Department of the Interior.

#### ARTICLE IV - Conditions of Payment:

a. Maximum Payment - It is expressly understood and agreed to that the maximum amounts to be paid to the RECIPIENT by the STATE for any item of work or services shall be the amount specified herein. All payments for work and services under this Contract shall be on a cost incurred, non-profit basis.

b. Requisition for Payment - All payments to the RECIPIENT shall be subject to the receipt by the STATE of a Request for Reimbursement. This request shall be made according to the format specified by the STATE with reimbursement to the RECIPIENT occurring at intervals no more than sixty (60) days after approval of request.

**ARTICLE V - REQUIRED ACKNOWLEDGMENTS:**

Publication, films, exhibits, etc. developed as a part of this Contract shall acknowledge Federal aid by including the following statement as part of the Title or Acknowledgment Section with each item produced.

**"The activity that is the subject of a National Register nomination has been financed in part with Federal funds from the National Park Service, U.S. Department of the Interior. However, the contents and opinions do not necessarily reflect the view or policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior"**

**ARTICLE VI - Equal Opportunity Acknowledgment:**

Publications, films, exhibits, etc. developed as a part of the Contract shall acknowledge equal opportunity and nondiscrimination practices by including the following statement as part of the Title or Acknowledgment Section with each item produced.

**"This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color national origin, disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above or if you desire further information, please write to:**

**Office of Equal Opportunity  
National Park Service  
1849 C Street, N.W.  
Washington, D.C. 20204"**

**ARTICLE VII - Certification Regarding Lobbying:**

This certification is required by Section 1352, Title 31, U.S. Code. The sub-grantee certifies, to the best of his or her knowledge and belief that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of

## Item G.2.k.

any agency, a Member of Congress, any officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form 1963 "Disclosure Form to Report Lobbying," in accordance with instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify 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 civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **ARTICLE VIII - Equal Opportunity: Code of Fair Practices**

1. The RECIPIENT will not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, sex, age or physical or mental disability. The RECIPIENT will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, national origin, sex, age or physical or mental disability except where it related to a bona fide occupational qualification. Such action shall include but be not limited to the following; employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The RECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this nondiscrimination clause.

2. The RECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the RECIPIENT, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sex, age or physical or mental disability except where it relates to a bona fide occupational qualification.

3. The RECIPIENT 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 worker's representative of the RECIPIENT commitments under this nondiscrimination clause and shall post copies of the notice in a conspicuous place available to employees and applicants for employment.
  4. The RECIPIENT will comply with all relevant provisions of the Iowa Civil Rights Act of 1965 as amended, Iowa Executive Order #15 of 1973, Federal Executive Order 11246 of 1965 as amended by Federal Executive Order 11275 of 1967, the Equal Employment Opportunity Act of 1972, and all provision relevant to fair employment of the rules and regulations of the STATE. The RECIPIENT will furnish all information and reports requested by the STATE or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the STATE for purposes of investigation to ascertain compliance with such rules, regulations or requests, or with this nondiscrimination clause.
  5. In the event of the RECIPIENTS noncompliance clauses of this contract or with any of the aforesaid rules, regulations or requests, this contract may be canceled, terminated, or suspended in whole or in part and the RECIPIENT may be declared ineligible for further contracts with the STATE. In addition, the STATE may take such further action, and such other sanctions may be imposed and remedies invoked, as provided by the Iowa Civil Rights Act of 1965 as amended, Chapter 601A, Code of Iowa 1973, as heretofore and hereinafter amended, or by the rules and regulations of the State or as otherwise provided by law.
- 6. ARTICLE IX - OMB Approval No. 0348-0040, Assurances-Non-Construction Programs**

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

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

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

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3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:

(a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;

(b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;

(c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;

(d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;

(e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

(f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;

(i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and

(j) The requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.

10 Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.


15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

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17. Sub-grantees expending more than \$300,000 in federal funds, will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

<b>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</b>	
	
<b>TYPED NAME AND TITLE</b> Jim Brown, Mayor, City of Cedar Falls	
<b>DATE</b>	01/15/2018

### **ARTICLE X - U.S. DEPARTMENT OF THE INTERIOR CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, DRUG-FREE WORKPLACE REQUIREMENTS AND LOBBYING**

1. Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - **The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.** See below for language to be used or use this form certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)



Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

**PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters-  
Primary Covered Transactions**

*CHECK  IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.*

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
-Lower Tier Covered Transactions**

*CHECK  IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.*

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**PART C: Certification Regarding Drug-Free Workplace Requirements**

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CHECK  IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.

Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code):

Check \_\_\_ if there are workplaces on files that are not identified here.

**PART D: Certification Regarding Drug-Free Workplace Requirements**

CHECK \_\_\_ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.

Alternate II. (Grantees Who Are Individuals)

(a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;

(b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

**PART E: Certification Regarding Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements**

CHECK \_\_\_ IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

CHECK \_\_\_ IF CERTIFICATION FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.


(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify 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.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

<b>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</b> 
<b>TYPED NAME AND TITLE</b> Jim Brown, Mayor, City of Cedar Falls
<b>DATE</b> 01/15/2018

**EXHIBIT C**  
**SCOPE OF WORK**

**A. WORK ELEMENTS**

The goal of this project is to nominate to the National Register of Historic Places, the Wild Historic District composed of three contiguous houses associated with Daniel and Margaret Wild. The houses stand at 423, 501 and 509 West First Street. The Cedar Falls Historic Preservation Commission wishes to pursue this nomination to highlight the architectural significance of the residences in the district and the district's relationship to the history and development of early Cedar Falls.

In order to accomplish the goal of nomination to the National Register of Historic Places, the Historic Preservation Commission will hire a historic preservation consultant to complete the project including:

- \* Complete the district nomination form
- \* Public presentations of nomination
- \* Meet with individual homeowners to assure understanding of the benefits of being listed on the National Register of Historic Places

All work undertaken as part of this grant will be done in compliance with the Secretary of the Interior's Standards for Registration and the Iowa State Historic Preservation Office's *National Register of Historic Places Nomination and Review Process*.

Coordination

The consultant hired for this project will be a qualified historian and/or architectural historian who meets the Secretary of the Interior's professional qualifications. The consultant, with the help of volunteers as needed, will be responsible for the review of the site inventory form for the potential district, refining the context development, digital photography, research, completing the nomination, and public presentation of the nomination locally and to the State Nomination Review Committee.

Cedar Falls city staff will be responsible for overall project management, processing payments to the consultant, and requesting reimbursement from the STATE. In addition, city staff will schedule progress reviews for Historic Preservation Commission meetings, and will assist in the preparation of outreach materials and other activities to assure a successful project. City staff will assure all State and City contractual requirements are met, prepare the subcontract with the consultant, and submit all grant close-out documents to the State Historic Preservation Office.

Historic Preservation Commissioners and local volunteers will lead public outreach efforts, offer support to the consultant as needed, and conduct the review of the draft nomination.

**B. PRODUCTS**

The STATE will furnish the following:

## Item G.2.k.

CLG Grant Project Director's Manual  
Forms for documentation of match  
Iowa State Historic Preservation Office's *National Register of Historic Places Nomination and Review Process*

The RECIPIENT will produce and distribute the following grant products:

Following receipt of the Notice to Proceed and fully signed CLG Grant-in-Aid Agreement, the Project Director will complete and submit a progress reporting form to the STATE by the fifth of each month. The Project Director is encouraged to submit these monthly reports electronically.

Tangible work products include (unless otherwise noted, these are the responsibility of the Recipient):

Draft Request for Proposals (RFP), draft subcontract and a list of consultants to whom the RFP will be sent

Final Request for Proposals (RFP) and subcontract for distribution to consultants

Signed and executed subcontract agreement with the selected consultant

Monthly reports

Research design and proposed schedule [Consultant]

Draft nomination and photographs sent digitally. It is anticipated that there will be an initial draft, a draft for the State Nomination Review Committee's review and a final draft for the National Park Service. Additional drafts may be necessary. [Consultant]

Historic Preservation Commission Review Form for the nomination, indicating that the Historic Preservation Commission and the Chief Elected Official have reviewed and commented on the nomination.

### SPECIAL CONDITION OF THIS GRANT:

The following acknowledgments will be included in all work products created as part of this grant:

"The activity that is the subject of the National Register nomination has been financed in part with Federal funds from the National Park Service, U.S. Department of the Interior. However, the contents and opinions do not necessarily reflect the view or policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior."

“This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability, or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above or if you desire further information, please write to:

Office of Equal Opportunity  
National Park Service  
1849 C Street, N.W.  
Washington, D.C. 20204”

### **C. SCHEDULE: ACTIVITIES AND PRODUCT SUBMISSION**

Upon receipt of the Notice to Proceed and a Grant-in-Aid Agreement that has been signed by the RECIPIENT and the STATE, the RECIPIENT may begin work on the project. The RECIPIENT is expected to begin work on the project within 20 days of receiving the notice and the copy of the fully executed Grant-in-Aid Agreement. All work performed under this contract will be completed by **June 30, 2019** and the final bill must be submitted with the final report by **June 30, 2019**. The Agreement will end on or before **August 1, 2019**. Early completion of contract activities and submission of contract products is encouraged.

#### **Tentative Schedule:**

January, 2018: Sign and return grant agreement  
January, 2018: Submit draft Request for Proposal to State Historic Preservation Office (SHPO) for consultant services  
February, 2018: HPC Meeting: Review RFP, Determine who to send the RFP to, determine scoring criteria  
February, 2018: Send out RFP to a minimum of three qualified consultants  
March, 2018: Receive proposals from consultants  
April 27, 2018 or earlier: HPC meeting to select a consultant  
May, 2018: Submit draft sub contract to the SHPO.  
May, 2018: Council approval, selected consultant is notified, and copies of executed contract are sent to SHPO.  
May 2018 Kick-off meeting for project including SHPO, consultant and project manager.  
May - October, 2018: Consultant begins work on nomination.  
December 3, 2018: Consultant submits first draft of nomination to SHPO and historic preservation commission  
March 18, 2019 or earlier: SNRC Draft Due to SHPO

## Item G.2.k.

April, 2019: Public open house or presentation for public

April, 2019: Cedar Falls HPC recommendation to Council

May, 2019: Cedar Falls City Council acts on nomination.

June 14, 2019: SNRC meeting to review nomination.

July 2019 Final revisions are made and final nomination is submitted to SHPO

August, 2019: All grant close-out items submitted to the SHPO.

### D. REIMBURSEMENT SCHEDULE

Payments by the STATE shall be made upon receipt of billing invoices from the RECIPIENT that relate expenses being billed to budgeted expenses identified in Exhibit D. Each payment request will be audited by the STATE to insure that sufficient progress has been made in support of the invoice. Timely submission of products is essential for reimbursement.

Claims for reimbursement must be accompanied by a progress report. Claims must be submitted to Paula Mohr, State Historical Society of Iowa, New Historical Building, 600 East Locust, Des Moines, Iowa 50319-0290, (515) 281-6826.

The following payment schedule will be used:

Approval of draft products

up to 70% of grant

Approval of all products

remaining balance of the grant

### E. COORDINATION

This project will be managed by the RECIPIENT in cooperation with the STATE. The RECIPIENT will be represented by the Project Director, **Iris Lehmann** and the STATE will be represented by Paula Mohr, State Historical Society of Iowa, New Historical Building, 600 East Locust, Des Moines, Iowa 50319-0290 at (515) 281-6826; [paula.mohr@iowa.gov](mailto:paula.mohr@iowa.gov).

The RECIPIENT's Project Director will maintain continuous coordination with the STATE's Project Manager, during the course of the contract.



EXHIBIT D: BUDGET

<b>Expense Detail</b>	<b>Grant Request (\$)</b>	<b>Cash Match (\$)</b>	<b>In-Kind Match (\$)</b>	<b>Total (\$)</b>
Consultant	5000			5000
Consultant Lodging			136	136
Postage			3	3
Mileage Reimb - Staff/Commission travel to/from State Nomination Review			268	268
Room and Equipment - 2 Public Meetings			150	150
HPC volunteer time - \$23.07 *25 hours			580	580
HPC Member time 43 hours *23.07			1000.	1000
City Staff time - Postcard design, review draft proposal,meeting times, grant admin, drive time \$36.54 * 52 hour			1900	1900



## EXHIBIT "D"

Original 12/13/11  
Revision 02/07/15

**INSURANCE REQUIREMENTS FOR  
CONTRACTORS FOR THE CITY OF CEDAR FALLS**

\*\*\* This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term "contractor" as used in this document shall be defined as the general contractor, artisan contractor, or design contractor that will be performing work for the City of Cedar Falls under contract.

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be issued from companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. All Certificates of Insurance required hereunder shall include the City of Cedar Falls, Iowa Cancellation & Material Change Endorsement. A copy of this endorsement is attached in Exhibit 1.
3. Contractor shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required in Exhibit 1. Such Certificates shall include copies of the following endorsements:
  - a) Commercial General Liability policy is primary and non-contributing
  - b) Commercial General Liability additional insured endorsement – See Exhibit 1
  - c) Governmental Immunities Endorsement – See Exhibit 1

Copies of additional insured endorsements, executed by an authorized representative from an Insurer duly licensed to transact business at the location of the jobsite, must be provided prior to the first payment.

Contractor shall, upon request by the City, provide Certificates of Insurance for all subcontractors and sub-sub contractors who perform work or services pursuant to the provisions of this contract.

4. Each certificate shall be submitted to the City of Cedar Falls.
5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
6. Failure of the Contractor to maintain the required insurance shall constitute a default under this Contract, and at City's option, shall allow City to

## Item G.2.k.

terminate this Contract for cause and/or purchase said insurance at Contractor's expense.

7. Contractor shall be required to carry the following minimum coverage/limits or greater, if required by law or other legal agreement; as per Exhibit 1:

- This coverage shall be written on an occurrence, not claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.
- Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the Work to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
- Governmental Immunity endorsement identical or equivalent to form attached.
- Additional Insured Requirement – See Exhibit 1.  
The City of Cedar Falls, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers shall be named as an additional insured on General Liability Policies for all classes of contractors.

Contractors shall include coverage for the City of Cedar Falls as an additional insured including ongoing and completed operations coverage equivalent to: ISO CG 20 10 07 04\* and ISO CG 20 37 07 04\*\*

\* ISO CG 20 10 07 04 "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization"

\*\* ISO CG 20 37 07 04 "Additional Insured – Owners, Lessees or Contractors – Completed Operations"

8. Errors & Omissions: If the contract's scope of services includes design work or other professional services, then Contractor shall maintain insurance coverage for errors, omissions and other wrongful acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. Contractor shall maintain continuous Errors & Omissions coverage for a period commencing no later than the date of the contract, and continuing for a period of no less than 2 years from the date of completion of all

work completed or services performed under the contract. The limit of liability shall not be less than \$1,000,000.

9. Separation of Insured's Provision: If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

10. Limits: By requiring the insurance as set out in this Contract, City does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities provided to City in this Contract. The City will have the right at any time to require liability insurance greater than that otherwise specified in Exhibit 1. If required, the additional premium or premiums payable shall be added to the bid price.

11. Indemnification (Hold Harmless) Provision: To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages which may be asserted, claimed or recovered against or from the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damages, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to the provisions of this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor. It is the intention of the parties that the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa shall not be liable or in any way responsible for the injury, damage, liability, loss or expense incurred by the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the work and/or services performed by the Contractor pursuant to the provisions of this contract, except for and to the extent caused by the negligence of the City of Cedar Falls, Iowa.

The Contractor expressly assumes full responsibility for damages or injuries which may result to any person or property by reason of or in connection with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor, and agrees to pay the City of Cedar Falls,

## **Item G.2.k.**

Iowa for all damages caused to the City of Cedar Falls, Iowa premises resulting from the work and/or services of the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor to the extent arising out of such errors, omissions or negligent acts.

The Contractor represents that its activities pursuant to the provisions of this contract will be performed and supervised by adequately trained and qualified personnel, and the Contractor will observe, and cause its officers, employees, subcontractors and others affiliated with the Contractor to observe all applicable safety rules.

12. Waiver of Subrogation: To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this contract or arising out of the work performed under this contract. The Contractor's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

### **Completion Checklist**

- Certificate of Liability Insurance (2 pages)
- Additional Insured CG 20 10 07 04
- Additional Insured CG 20 37 07 04
- Governmental Immunities Endorsement

**EXHIBIT 1 – INSURANCE SCHEDULE**

**General Liability (Occurrence Form Only):**

Commercial General Liability	
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

**Automobile:** *(Combined Single Limit)* \$1,000,000

If the Contractor does not own any vehicles, coverage is required on non-owned and hired vehicles.

**Standard Workers Compensation**

Statutory for Coverage A	
Employers Liability:	
Each Accident	\$ 500,000
Each Employee – Disease	\$ 500,000
Policy Limit – Disease	\$ 500,000

**Umbrella:** \$1,000,000

The Umbrella/Excess Insurance shall be written on a per occurrence basis and if the Umbrella/Excess is not written on a follow form basis it shall have the same endorsements as required of the primary policy(ies).

**Errors & Omissions:** \$1,000,000

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### CITY OF CEDAR FALLS, IOWA ADDITIONAL INSURED ENDORSEMENT

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds, including ongoing operations CG 2010 07 04 or equivalent, and completed operations CG 2037 07 04 or equivalent. See Specimens.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

### CITY OF CEDAR FALLS, IOWA GOVERNMENTAL IMMUNITIES ENDORSEMENT (For use when including the City as an Additional Insured)

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.
5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.



**CITY OF CEDAR FALLS, IOWA  
CANCELLATION AND MATERIAL CHANGES ENDORSEMENT**

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Cedar Falls, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached. Contractor agrees to furnish the City with 30 days advance written notice of cancellation, non-renewal, reduction in coverage and/or limits, and 10 days advance written notice of non-payment of premium.



POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>
<b>Location(s) Of Covered Operations</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

## Item G.2.k.

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**All terms and conditions of this policy apply unless modified by this endorsement.**

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):
Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at

the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

**All terms and conditions of this policy apply unless modified by this endorsement.**



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**Exhibit E**

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2/9/12

**STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN  
CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF  
CEDAR FALLS**

This document outlines the Standard Terms and Conditions for all Contractors who perform work or services for the City of Cedar Falls under a contract. The term, "Contractor," as used in this document, includes an engineer, an architect, and any other design professional providing professional services to the City of Cedar Falls, Iowa, under a contract (but excludes construction contractors).

1. This Contract may not be modified or amended except by a writing signed by an authorized representative of the City of Cedar Falls and of the Contractor.
2. Time is of the essence of this Contract.
3. Contractor shall be an independent contractor with respect to the services to be performed under this Contract. Neither Contractor nor its subcontractors, agents, or employees, shall be deemed to be employees or agents of the City.
4. Contractor shall perform all duties in accordance with all applicable federal, state and local laws and regulations.
5. If Contractor breaches this Contract, the City shall have all remedies available to it at law or in equity.
6. Severability. If any provision of this Contract is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Contract shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.
7. Assignment. Contractor may not assign this Contract or any of its rights or obligations hereunder, without the prior written consent of the City, which consent may be withheld in the sole and absolute discretion of the City.
8. Survival of Obligations. All obligations and duties which by their nature extend beyond the term of this Contract shall survive the expiration or termination of this Contract.
9. Governing Law; Jurisdiction; Venue and Trial. This Contract shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Iowa, excluding its conflicts of law rules. The parties hereto agree that the exclusive jurisdiction and venue shall be in the Iowa District Court for Black Hawk County, and in no other jurisdiction or location, and shall not be removed to federal court. The parties hereby agree to waive the right to trial by jury and agree to submit all disputes to a trial by judge alone. The parties agree that no disputes under this Contract

## Item G.2.k.

shall be submitted to binding arbitration, but may be submitted to mediation by mutual consent of both parties.

10. Any failure of Contractor to comply with the Insurance Requirements for Contractors for the City of Cedar Falls set forth on Exhibit D, shall constitute a default under this Contract.

11. Attorneys' Fees. In the event of litigation, the City shall under no circumstances be obligated for payment of any attorneys' fees of Contractor or any other party, arising out of such litigation.

12. Payment. Payment of Contractor's invoices shall be due no sooner than thirty (30) days from the date of invoice. In the event any invoices are not paid within thirty (30) days, the City shall pay interest thereon at the rate provided for by Section 668.13(3), Code of Iowa, computed monthly.

13. The City shall not be obligated to maintain confidentiality of Contractor documents or records that are furnished to the City if such documents are public records under the Iowa Open Records Law, Chapter 22, Code of Iowa, and the City shall have no responsibility to Contractor for disclosure of such records.

14. Under no circumstances shall the City waive any damages against the Contractor or any other party arising out of any breach of this Contract, whether consequential, indirect, special, or punitive damages.

15. Under no circumstances shall the Contractor's liability to the City be limited to any specific amount or sum, whether that amount is the compensation paid by the City to the Contractor under this Contract, or the dollar amount of coverage provided for in the Insurance Requirements for Contractors for the City of Cedar Falls, Exhibit D.

16. No waiver of the City's subrogation rights against the Contractor or any other party shall conflict with the provisions of the City Insurance Requirements, Exhibit D.

17. Limitations Period. There shall be no limitation, except as provided for by Iowa law, on the period of time within which the City may make any claim against the Contractor or other party under the provisions of this Contract.

18. This Contract shall not be binding on the City unless and until approved by the City Council of the City at a duly constituted meeting, and signed by the Mayor and City Clerk of the City.

19. Warranties. Contractor represents and warrants that all services furnished to the City under this Contract shall be furnished in a skilled and workmanlike manner, in accordance with the degree of skill and care that is required by current, good and sound practices applicable to the Contractor's industry or profession, and as otherwise required by applicable law.

20. Force Majeure. Neither party to this Contract shall be liable to the other party for delays in performing the services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities,



extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure.





DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor James P. Brown and City Council
FROM: Iris Lehmann, Planner I
DATE: May 16, 2018
SUBJECT: River Place 3rd Addition Lot 4 Minor Plat

REQUEST: Review and approve the River Place 3rd Addition Lot 4 Minor Plat
PETITIONER: Eagle View Partners
LOCATION: Northeast end of E 2nd Street

PROPOSAL

As an interim use, Lot 4 of River Place 3rd Addition has been used for public parking. However, as per the River Place Development Agreement, this lot is intended to serve several purposes: a portion will remain in use as public parking and the remainder will be developed with a mixed-use building (MU2) and associated private parking. Since development of MU2 is imminent, the applicant is proposing to divide Lot 4 of River Place 3rd Addition into two (2) parcels: Parcel "N" and Parcel "O". The intent of this minor plat is to separate the planned MU2 building site and associated private parking from the public use parking lot.

BACKGROUND

The River Place Mixed Use Development project and Master Plan was originally proposed and approved in 2012. The River Place Development encompasses roughly 6 acres from 4th Street to 1st Street, outlined in red in the image to the right. Since 2012 the Final Plats for River Place 1st Addition, 2nd Addition, 3rd Addition, and 4th Addition were approved in 2012, 2013, 2016, and 2018 respectively. The applicant is proposing to divide Lot 4 of River Place 3rd Addition, highlighted in yellow in the image to the right, into two (2) parcels.

Per the city's subdivision code, existing subdivisions are permitted one Minor Plat. The



## Item G.2.I.

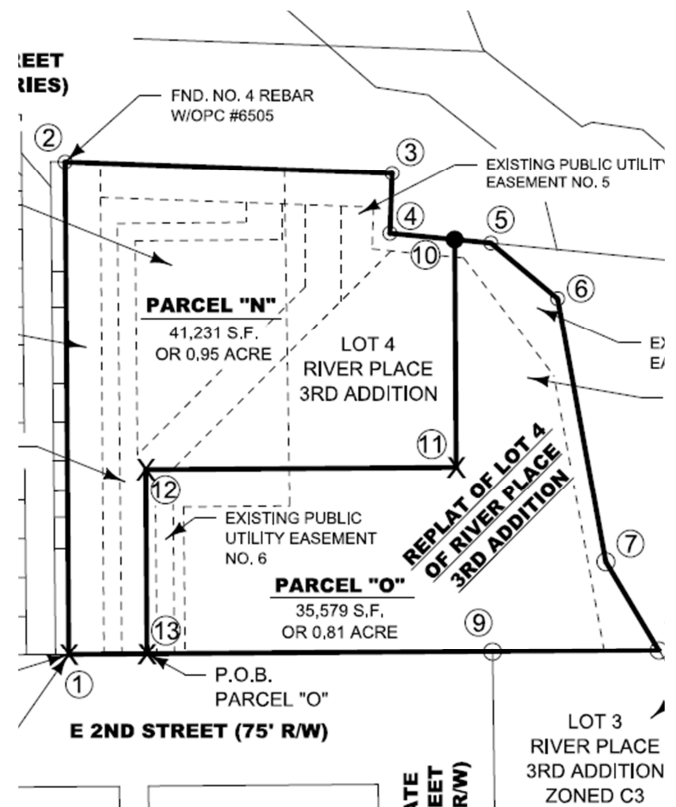
project under consideration would be this subdivision's only Minor Plat. All future divisions of land within this subdivision will require a full preliminary and final platting process and review.

### ANALYSIS

Lot 4 of River Place 3rd Addition is located in the C-3, Commercial, zoning district. The proposed Minor Plat will create two new parcels: Parcel "N" and Parcel "O". Parcel "N" will be roughly 0.84 acres and Parcel "O" will be roughly 0.92 acres. C-3 zoning does not have a minimum lot area requirement.

Parcel "N" entails a public parking area that will provide at least 91 public parking spaces in compliance with the River Place Development agreement. Parcel "O" will encompass the MU2 building and associated private parking. All easements that were originally placed on Lot 4 of River Place 3rd Addition will remain.

In the near future the applicant plans to request a vacation of Public Access Easement No. 11, which currently encompasses all of Lot 4, and create two new public access easements to replace it. The two new easements will each cover one of the two newly created parcels. This will ensure shared traffic circulation throughout the parking area for both River Place tenants and the public. Staff is working with the applicant on the creation of the two new public access easements to ensure that the city can maintain access to the levee directly east of this development. These amendments are not required for this Minor Plat, provided that the existing blanket public access easement remains in place.



This property is not located in the 100 year floodplain district. All submittal requirements have been met.

### TECHNICAL COMMENTS

City technical staff, including Cedar Falls Utilities (CFU) personnel, have reviewed the proposed Minor Plat. All comments from staff have been addressed. Water, electric, gas, and communication utility services are available in accordance with the service policies of CFU.

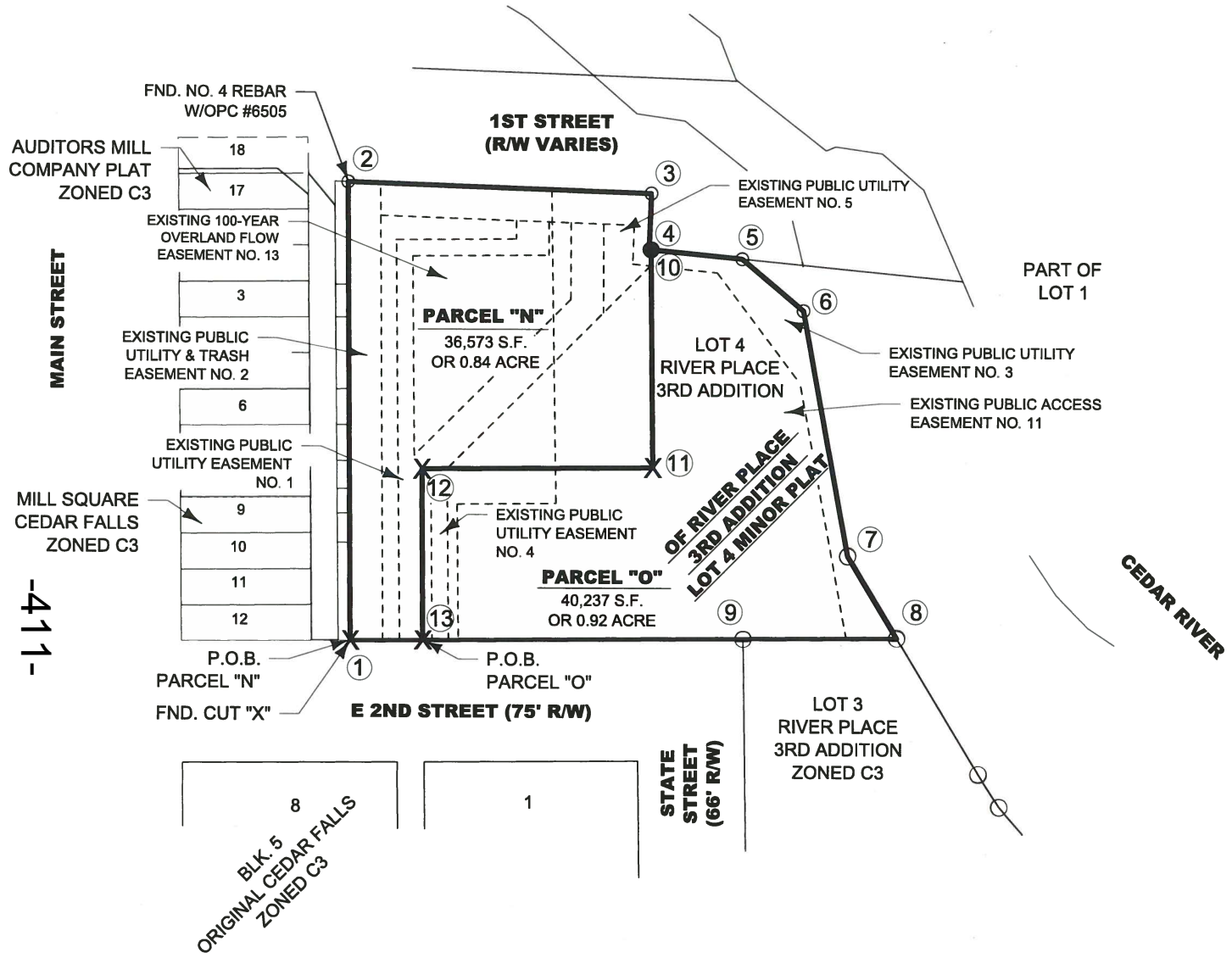
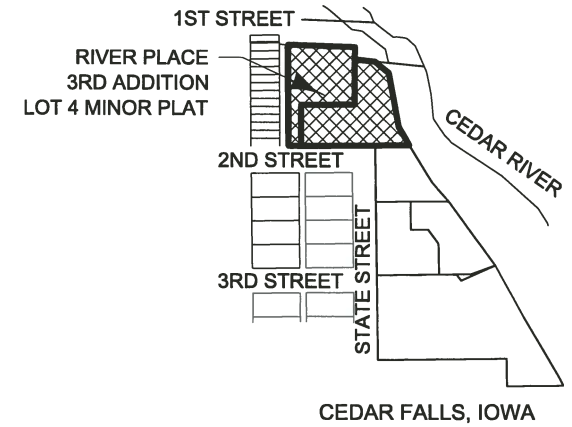
### STAFF RECOMMENDATION

The Planning & Zoning Commission and the Community Development Department recommend approving the River Place 3rd Addition Lot 4 Minor Plat.

### PLANNING & ZONING COMMISSION

Discussion/Vote 5/9/2018 Planner Lehmann presented the proposed Minor Plat. There were no questions or comments. The proposal was unanimously approved by the Planning and Zoning Commission.

**PLAT OF SURVEY  
MINOR SUBDIVISION PLAT  
RIVER PLACE 3RD ADDITION LOT 4 MINOR PLAT  
CITY OF CEDAR FALLS, COUNTY OF BLACK HAWK, STATE OF IOWA**



BEARING / DISTANCE BOUNDARY OF  
RIVER PLACE 3RD ADDITION LOT 4 MINOR PLAT

1 TO 2	N 00 ° 25 ' 55 " W	280.91 ' M & R
2 TO 3	S 87 ° 57 ' 02 " E	185.99 ' M & R
3 TO 4	S 02 ° 02 ' 11 " W	34.36 ' M & R
4 TO 5	S 84 ° 27 ' 41 " E	57.63 ' M & R
5 TO 6	S 50 ° 09 ' 17 " E	49.47 ' M & R
6 TO 7	S 10 ° 21 ' 22 " E	152.34 ' M & R
7 TO 8	S 30 ° 54 ' 37 " E	58.74 ' M & R
8 TO 9	S 89 ° 35 ' 21 " W	94.58 ' M & R
9 TO 1	S 89 ° 35 ' 21 " W	240.86 ' M & R

BEARING / DISTANCE PARCEL "N"  
RIVER PLACE 3RD ADDITION LOT 4 MINOR PLAT

1 TO 2	N 00 ° 25 ' 55 " W	280.91 ' M & R
2 TO 3	S 87 ° 57 ' 02 " E	185.99 ' M & R
3 TO 4	S 02 ° 02 ' 11 " W	34.36 ' M & R
4 TO 10	S 84 ° 27 ' 41 " E	1.17 ' M
10 TO 11	S 00 ° 34 ' 51 " E	133.47 ' M
11 TO 12	S 89 ° 35 ' 21 " W	141.31 ' M
12 TO 13	S 00 ° 24 ' 39 " E	105.01 ' M
13 TO 1	S 89 ° 35 ' 21 " W	44.50 ' M

BEARING / DISTANCE PARCEL "O"  
RIVER PLACE 3RD ADDITION LOT 4 MINOR PLAT

1 TO 13	N 89 ° 35 ' 21 " E	44.50 ' M
13 TO 12	N 00 ° 24 ' 39 " W	105.01 ' M
12 TO 11	N 89 ° 35 ' 21 " E	141.31 ' M
11 TO 10	N 00 ° 34 ' 51 " W	133.47 ' M
10 TO 5	S 84 ° 27 ' 41 " E	56.46 ' M
5 TO 6	S 50 ° 09 ' 17 " E	49.47 ' M & R
6 TO 7	S 10 ° 21 ' 22 " E	152.34 ' M & R
7 TO 8	S 30 ° 54 ' 37 " E	58.74 ' M & R
8 TO 9	S 89 ° 35 ' 21 " W	94.58 ' M & R
9 TO 13	S 89 ° 35 ' 21 " W	196.36 ' M

**Found or Set Property Corners.**

- Point ① - Found Cut "X"
- Point ② - Found No. 4 Rebar with Orange Plastic Cap No. 6505
- Point ③ - Found 1/2" Rebar with Yellow Plastic Cap No. 8505.
- Point ④ - Found 1/2" Rebar with Yellow Plastic Cap No. 8505.
- Point ⑤ - Found 1/2" Rebar with Yellow Plastic Cap No. 8505.
- Point ⑥ - Found 1/2" Rebar with Yellow Plastic Cap No. 8505.
- Point ⑦ - Found 1/2" Rebar with Yellow Plastic Cap No. 8505.
- Point ⑧ - Found 1/2" Rebar with Yellow Plastic Cap No. 8505.
- Point ⑨ - Found 1/2" Rebar with Yellow Plastic Cap No. 8505.
- Point ⑩ - Will Set 1/2" Rebar with Yellow Plastic Cap No. 8505 within 30 Day after the plat has been recorded.
- Point ⑪ - Will cut "X" within 30 Day after the plat has been recorded.
- Point ⑫ - Will cut "X" within 30 Day after the plat has been recorded.
- Point ⑬ - Will cut "X" within 30 Day after the plat has been recorded.

M = MEASURED  
R = RECORD

TOTAL AREA OF OF RIVER PLACE 3RD ADDITION LOT 4 MINOR PLAT - 76,810 S.F OR 1.76 ACRES

PARCEL "N" AND PARCEL "O" ASSIGNED BY THE BLACK HAWK AUDITOR'S OFFICE 2/05/2018

SEE SHEET 2 OF 4 FOR DESCRIPTION OF BOUNDARY OF THE MINOR PLAT AND DESCRIPTIONS OF PARCELS "N" AND "O" AND ADJOINING PROERTY OWNERS LIST

SEE SHEET 3 OF 4 FOR EASEMENTS

EXISTING EASEMENTS ARE FROM FILE NUMBERS 2016-00019432 AND 2017-00021847

ERROR OF CLOSURE LESS THAN 1 IN 10,000

PARCEL "N" AND "O" ARE ZONED C3

NOT IN FLOOD PLAIN

ALL UTILITIES ARE UNDERGROUND

PARCELS "N" AND "O" ARE ZONED C3 THEREFORE THERE IS NO SETBACK REQUIREMENTS

DATE SIGNED MAY 16, 2018

○ = FOUND 1/2" REBAR W/YELLOW PLASTIC CAP # 8505 UNLESS OTHERWISE NOTED

● = SET 1/2" REBAR W/YELLOW PLASTIC CAP # 8505 UNLESS OTHERWISE NOTED

X = CUT "X" UNLESS OTHERWISE NOTED

THIS PLAT OF SURVEY HAS BEEN APPROVED BY THE CITY OF CEDAR FALLS, IOWA.

Signature

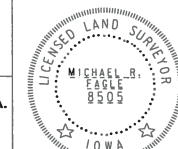
Date

DATE OF SURVEY: FEBRUARY 5, 2018

OWNER AND SURVEY REQUESTED BY:  
RIVER PLACE PROPERTIES LC  
STATE STREET MIXED USE LC  
MAILING ADDRESS 200 STATE STREET 200-Z  
CEDAR FALLS, IOWA 50613

PREPARED BY: MICHAEL FAGLE, PLS  
IOWA LICENSE NUMBER: 8505  
AECOM  
501 SYCAMORE STREET  
SUITE 222  
WATERLOO, IOWA 50703

I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.  
*Michael R. Fagle* Date  
MICHAEL R. FAGLE  
License number 8505  
My license renewal date is December 31, 2018  
Pages or sheets covered by this seal:  
Sheet 1, 2, 3 and 4 of 4



RIVER PLACE 3RD ADDITION  
LOT 4 MINOR PLAT  
CEDAR FALLS, IOWA

NOISIAIC Item G.2.1

DATE

PROJECT NO

FILENAME

SHEET NO.

DRAWING NO.

**AECOM**  
501 Sycamore Street, Suite 222  
Waterloo, Iowa 50704-1497  
T 319.232.6531 F 319.232.0271  
WWW.AECOM.COM

DRN	DES	CHK	APP
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NO
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REVISIONS
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DRN	CHK
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-411-

DESCRIPTION: BOUNDARY OF RIVER PLACE 3RD ADDITION LOT 4 MINOR PLAT

ALL OF LOT 4 OF RIVER PLACE 3RD ADDITION (THAT IS SHOWN IN FILE NUMBER 2016-00019432 AND RECORDED IN THE OFFICE OF THE BLACK HAWK COUNTY RECORDER), CITY OF CEDAR FALLS, COUNTY OF BLACK HAWK, STATE OF IOWA, DESCRIBED AS FOLLOWS.

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 4, WHICH IS ON THE PRESENT NORTHERLY RIGHT-OF-WAY LINE OF EAST 2ND STREET; THENCE NORTH 00° (DEGREES) 25' (MINUTES) 55" (SECONDS) WEST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION) ON THE WESTERLY LINE OF SAID LOT 4, A DISTANCE OF 280.91 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 4, WHICH IS ON THE PRESENT SOUTHERLY RIGHT-OF-WAY LINE OF 1ST STREET; THENCE SOUTH 87°57'02" EAST ON THE NORTHERLY LINE OF SAID LOT 4, ALSO BEING THE PRESENT SOUTHERLY RIGHT-OF-WAY LINE OF 1ST STREET, 185.99 FEET; THENCE SOUTH 02°02'11" WEST ON THE NORTHERLY LINE OF SAID LOT 4, ALSO BEING THE PRESENT SOUTHERLY RIGHT-OF-WAY LINE OF 1ST STREET, 34.36 FEET; THENCE SOUTH 84°27'41" EAST ON THE NORTHERLY LINE OF SAID LOT 4, ALSO BEING THE PRESENT SOUTHERLY RIGHT-OF-WAY LINE OF 1ST STREET, 57.63 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 4; THENCE SOUTH 50°09'17" EAST ON THE EASTERLY LINE OF SAID LOT 4, A DISTANCE OF 49.47 FEET; THENCE SOUTH 10°21'22" EAST ON THE EASTERLY LINE OF SAID LOT 4, A DISTANCE OF 152.34 FEET; THENCE SOUTH 30°54'37" EAST ON THE EASTERLY LINE OF SAID LOT 4, A DISTANCE OF 58.74 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 4; THENCE SOUTH 89°35'21" WEST ON THE SOUTHERLY LINE OF SAID LOT 4, A DISTANCE OF 94.58 FEET TO THE INTERSECTION OF THE PRESENT NORTHERLY RIGHT-OF-WAY LINE OF EAST 2ND STREET AND THE PRESENT EASTERLY RIGHT-OF-WAY LINE OF STATE STREET; THENCE CONTINUING SOUTH 89°35'21" WEST ON THE PRESENT NORTHERLY RIGHT-OF-WAY LINE OF EAST 2ND STREET, 240.86 FEET TO THE POINT OF BEGINNING.

CONTAINING 76,810 SQUARE FEET OR 1.76 ACRES.

NORTHERLY RIGHT-OF-WAY LINE OF EAST 2ND STREET, 240.86 FEET TO THE POINT OF BEGINNING.

CONTAINING 76,810 SQUARE FEET OR 1.76 ACRES.

DESCRIPTION: BOUNDARY OF PARCEL "N" OF RIVER PLACE 3RD ADDITION LOT 4 MINOR PLAT

A PARCEL OF LAND SITUATED IN PART OF LOT 4 OF RIVER PLACE 3RD ADDITION (THAT IS SHOWN IN FILE NUMBER 2016-00019432 AND RECORDED IN THE OFFICE OF THE BLACK HAWK COUNTY RECORDER), CITY OF CEDAR FALLS, COUNTY OF BLACK HAWK, STATE OF IOWA, DESCRIBED AS FOLLOWS.

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 4, WHICH IS ON THE PRESENT NORTHERLY RIGHT-OF-WAY LINE OF EAST 2ND STREET; THENCE NORTH 00° (DEGREES) 25' (MINUTES) 55" (SECONDS) WEST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION), ON THE WESTERLY LINE OF SAID LOT 4, A DISTANCE OF 280.91 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 4, WHICH IS ON THE PRESENT SOUTHERLY RIGHT-OF-WAY LINE OF 1ST STREET; THENCE SOUTH 87°57'02" EAST ON THE NORTHERLY LINE OF SAID LOT 4, ALSO BEING THE PRESENT SOUTHERLY RIGHT-OF-WAY LINE OF 1ST STREET, 185.99 FEET; THENCE SOUTH 02°02'11" WEST ON THE NORTHERLY LINE OF SAID LOT 4, ALSO BEING THE PRESENT SOUTHERLY RIGHT-OF-WAY LINE OF 1ST STREET, 34.36 FEET; THENCE SOUTH 84°27'41" EAST ON THE NORTHERLY LINE OF SAID LOT 4, ALSO BEING THE PRESENT SOUTHERLY RIGHT-OF-WAY LINE OF 1ST STREET, 1.17 FEET; THENCE SOUTH 00°34'51" EAST, 133.47 FEET; THENCE SOUTH 89°35'21" WEST, 141.31 FEET; THENCE SOUTH 00°24'39" EAST, 105.01 FEET TO THE PRESENT NORTHERLY RIGHT-OF-WAY LINE OF EAST 2ND STREET, THENCE SOUTH 89°35'21" WEST ON THE PRESENT NORTHERLY RIGHT-OF-WAY LINE OF EAST 2ND STREET, 44.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 36,573 SQUARE FEET OR 0.84 ACRE.

DESCRIPTION: BOUNDARY OF PARCEL "O" OF RIVER PLACE 3RD ADDITION LOT 4 MINOR PLAT

A PARCEL OF LAND SITUATED IN PART OF LOT 4 OF RIVER PLACE 3RD ADDITION (THAT IS SHOWN IN FILE NUMBER 2016-00019432 AND RECORDED IN THE OFFICE OF THE BLACK HAWK COUNTY RECORDER), CITY OF CEDAR FALLS, COUNTY OF BLACK HAWK, STATE OF IOWA, DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID LOT 4, WHICH IS ON THE PRESENT NORTHERLY RIGHT-OF-WAY LINE OF EAST 2ND STREET; THENCE NORTH 89° (DEGREES) 35' (MINUTES) 21" (SECONDS) EAST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION) ON THE SOUTHERLY LINE OF SAID LOT 4, ALSO BEING THE PRESENT NORTHERLY RIGHT-OF-WAY LINE OF EAST 2ND STREET, 44.50 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE NORTH 00°24'39" WEST, 105.01 FEET; THENCE NORTH 89°35'21" EAST, 141.31 FEET; THENCE NORTH 00°34'51" WEST, 133.47 FEET TO THE NORTHERLY LINE OF SAID LOT 4, ALSO BEING THE PRESENT SOUTHERLY RIGHT-OF-WAY LINE OF 1ST STREET; THENCE SOUTH 84°27'41" EAST ON THE NORTHERLY LINE OF SAID LOT 4, ALSO BEING THE PRESENT SOUTHERLY RIGHT-OF-WAY LINE OF 1ST STREET, 56.46 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 4; THENCE SOUTH 50°09'17" EAST ON THE EASTERLY LINE OF SAID LOT 4, A DISTANCE OF 49.47 FEET; THENCE SOUTH 10°21'22" EAST ON THE EASTERLY LINE OF SAID LOT 4, A DISTANCE OF 152.34 FEET; THENCE SOUTH 30°54'37" EAST ON THE EASTERLY LINE OF SAID LOT 4, A DISTANCE OF 58.74 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 4; THENCE SOUTH 89°35'21" WEST ON THE SOUTHERLY LINE OF SAID LOT 4, A DISTANCE OF 94.58 FEET TO THE INTERSECTION OF THE PRESENT NORTHERLY RIGHT-OF-WAY LINE OF EAST 2ND STREET AND THE PRESENT EASTERLY RIGHT-OF-WAY LINE OF STATE STREET; THENCE CONTINUING SOUTH 89°35'21" WEST ON THE PRESENT NORTHERLY RIGHT-OF-WAY LINE OF EAST 2ND STREET, 196.36 FEET TO THE POINT OF BEGINNING.

CONTAINING 40,237 SQUARE FEET OR 0.92 ACRE.

LISTING OF PROPERTY OWNERS			
AUDITOR'S MILLS COMPANY PLAT			
LOT 17	ONE HUNDRED TWO MAIN STREET LLC	1615 WASHINGTON STREET, CEDAR FALLS, IOWA	50613
MILL SQUARE CEDAR FALLS			
LOT 1	ANDREW D. SHIMEK & JULIE K. SHIMEK	827 COMMERCIAL STREET, WATERLOO, IOWA	50702
LOT 2	MMC PROPERTIES LLC	P.O. BOX 188, CEDAR FALLS, IOWA	50613
LOT 3	AVAN PROPERTIES LLC	1746 DAKOTA DRIVE, WATERLOO, IOWA	50701
LOT 4	FORE INVESTORS LLC	201 WASHINGTON STREET, CEDAR FALLS, IOWA	50613
LOT 5	MMC PROPERTIES LLC	P.O. BOX 188, CEDAR FALLS, IOWA	50613
LOT 6	MMC PROPERTIES LLC	P.O. BOX 188, CEDAR FALLS, IOWA	50613
LOT 7	DAVID FARRIS & MIMI RICE	215 COLORADO ROAD, CEDAR FALLS, IOWA	50613
LOT 8	DAVID FARRIS & MIMI RICE	215 COLORADO ROAD, CEDAR FALLS, IOWA	50613
LOT 9	IBL DDT LLC	527 JESSICA LANE, P.O. BOX 673, CEDAR FALLS, IOWA	50613
LOT 10	BT HOLDINGS LLC	217 WASHINGTON STREET, CEDAR FALLS, IOWA	50613
LOT 11	BT HOLDINGS LLC	217 WASHINGTON STREET, CEDAR FALLS, IOWA	50613
LOT 12	SIMPLE AS 128 LLC	205 E. 18TH STREET, CEDAR FALLS, IOWA	50613
ORIGINAL CEDAR FALLS, BLOCK 5			
PART OF LOT 7	MMC PROPERTIES LLC	P.O. BOX 188, CEDAR FALLS, IOWA	50613
PART OF LOT 8	THODES INC	202 MAIN STREET, CEDAR FALLS, IOWA	50613
PART OF LOT 8	AREA ELECTRIC INC	510 STATE STREET, CEDAR FALLS, IOWA	50613
PART OF LOT 8	MMC PROPERTIES LLC	P.O. BOX 188, CEDAR FALLS, IOWA	50613
PART OF LOT 8	JOHN L. LACOBS	109 E. 2ND STREET, CEDAR FALLS, IOWA	50613
PART OF LOT 1	LINDERBAUM REAL ESTATE LLC	2725 GLEN OAK DRIVE, CEDAR FALLS, IOWA	50613
PART OF LOT 1	NLN INVESTMENTS LLC	3903 PHEASANT DRIVE, CEDAR FALLS, IOWA	50613
PART OF LOT 1	DAVID FARRIS & MIMI RICE	215 COLORADO ROAD, CEDAR FALLS, IOWA	50613
AUDITOR'S MILLS PLAT			
PART OF LOT 1	CITY OF CEDAR FALLS	220 CLAY STREET, CEDAR FALLS, IOWA	50613
RIVER PLACE 3RD ADDITION			
LOT 3	RIVER PLACE PROPERTIES LC	200 STATE STREET, 200-Z, CEDAR FALLS, IOWA	50613





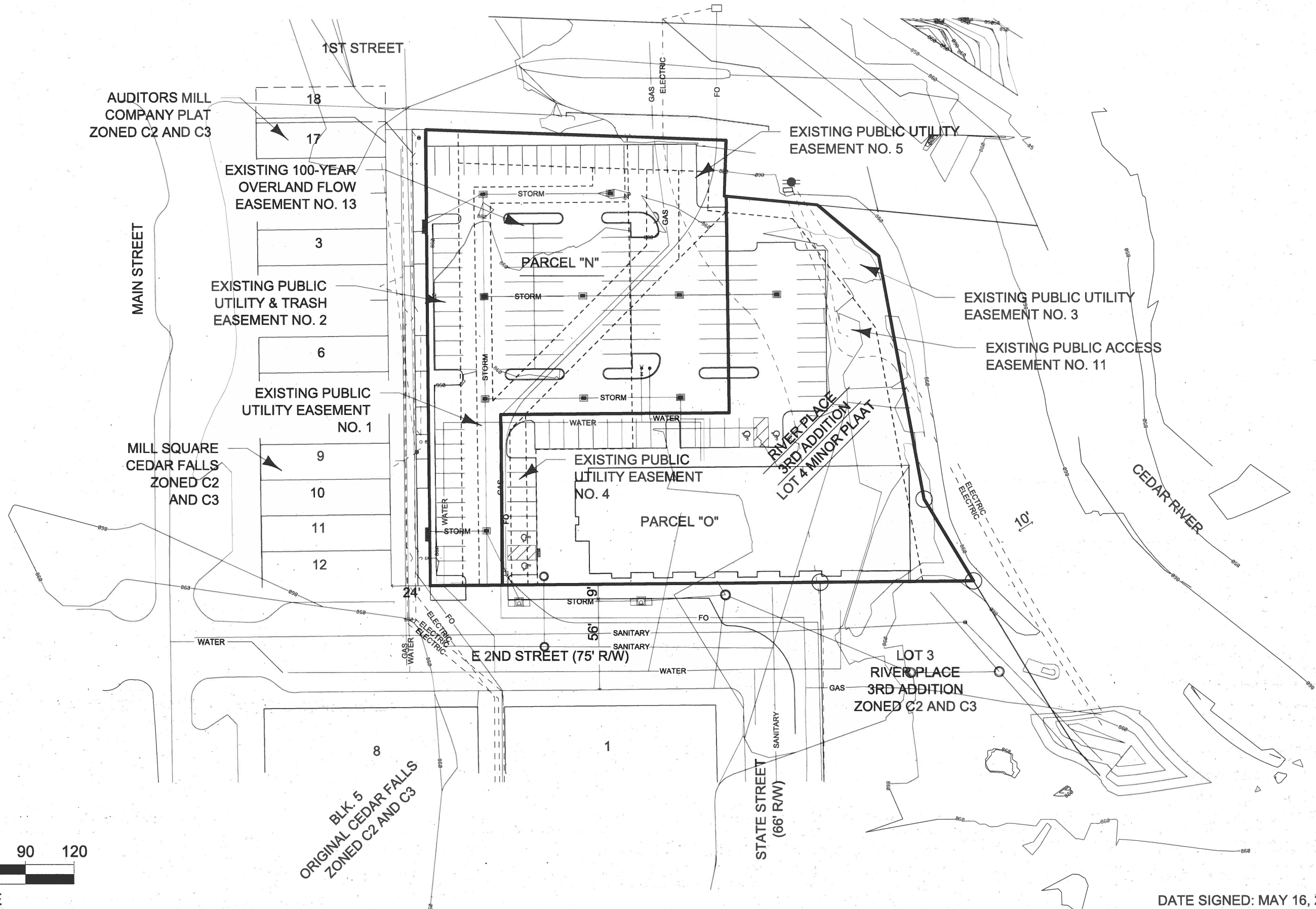
DRN	DES	CHK	APP	NO
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**AECOM**

501 Sycamore Street, Suite 222  
Waterloo, Iowa 50704-1497  
T 319.232.6531 F 319.232.0271  
WWW.AECOM.COM

RIVER PLACE 3RD ADDITION  
LOT 4 MINOR PLAT  
CEDAR FALLS, IOWA  
MINOR SUBDIVISION  
PLAT

DATE
PROJECT NO.
FILENAME
SHEET NO. 4 of 4
DRAWING NO.



-414-

DATE SIGNED: MAY 16, 2018



**OWNERS' DEED OF DEDICATION AND STATEMENT OF RESTRICTIONS AND EASEMENTS**

**RIVER PLACE 3<sup>rd</sup> ADDITION LOT 4 MINOR PLAT IN THE CITY OF CEDAR FALLS,  
BLACK HAWK COUNTY, IOWA**

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, River Place Properties, LC, an Iowa limited liability company (hereinafter the "Owner"), and being desirous of platting and/or re-platting into lots the real estate legally described as set forth on attached Exhibit A, does hereby designate and set apart the aforementioned premises as a subdivision of the city of Cedar Falls, Iowa, to be known and hereinafter referred to as **RIVER PLACE 3<sup>rd</sup> ADDITION LOT 4 MINOR PLAT IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA**, all of which is done with the free consent and desire of the undersigned.

**RESTRICTIONS**

1. The property is zoned C-3 and will be used for mixed-used commercial and residential purposes.
2. The property may be made subject to further restrictions by the Owner, its successors and/or assigns, or by any association that may later be established and charged with the responsibility for the future maintenance of portions of this subdivision.

**EASEMENTS**

1. The Owner does hereby give, 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, and/or under the property as shown on the attached plat.
2. The real estate is subject to those existing utility, drainage, access, parking and trash easements reflected of record by Doc. No. 2016-00019432 and Doc. No. 2017-00021847, and as further are depicted on the attached plat.

**IMPROVEMENTS**

Section 27.408 of the Code of Ordinances of the City of Cedar Falls, requires a formal storm water management facility maintenance and repair agreement in connection with the initiation of private improvements on a subdivision. The property presently is subject to and benefited by that one certain Storm Water Management Maintenance and Repair Agreement concerning River Place 3<sup>rd</sup>

# Item G.2.I.

Addition in the City of Cedar Falls, Black Hawk County, Iowa, filed April 11, 2016, as Doc. No. 2016-00017112.


The Owner shall construct and install or cause to be constructed and installed all required public improvements within the subdivision plat, which public improvements shall conform to approved construction plans which meet the specifications of the City of Cedar Falls, Iowa. Such required public improvements shall meet the following requirements:

1. They shall be constructed and installed in a good and workmanlike manner.
2. They shall be free of defects in workmanship or materials.
3. They shall be free of any conditions that could result in structural or other failure of said improvements.
4. They shall be constructed and installed in accordance with the design standards and technical standards established for such public improvements by the City of Cedar Falls and by Cedar Falls Utilities.
5. They 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 Owners' construction plans are now on file in the office of the City Engineer for the City of Cedar Falls.

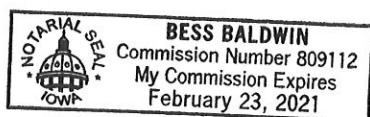
Dated this 15<sup>th</sup> day of May, 2018.

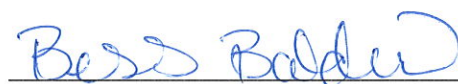
**RIVER PLACE PROPERTIES, LC**, an Iowa limited liability company

By:   
Name: Mark Kittrell  
Title: Managing Member

**STATE OF IOWA, BLACK HAWK COUNTY, ss:**

This instrument was acknowledged before me on this 15<sup>th</sup> day of May, 2018, by Mark Kittrell, as Managing Member of River Place Properties, LC.



  
Notary Public in and for the State of Iowa

**EXHIBIT A**  
**LEGAL DESCRIPTION**

ALL OF LOT 4 OF RIVER PLACE 3RD ADDITION (THAT IS SHOWN IN FILE NUMBER 2016-00019432 AND RECORDED IN THE OFFICE OF THE BLACK HAWK COUNTY RECORDER), CITY OF CEDAR FALLS, COUNTY OF BLACK HAWK, STATE OF IOWA, DESCRIBED AS FOLLOWS.

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 4, WHICH IS ON THE PRESENT NORTHERLY RIGHT-OF-WAY LINE OF EAST 2ND STREET; THENCE NORTH 00° (DEGREES) 25' (MINUTES) 55" (SECONDS) WEST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION) ON THE WESTERLY LINE OF SAID LOT 4, A DISTANCE OF 280.91 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 4, WHICH IS ON THE PRESENT SOUTHERLY RIGHT-OF-WAY LINE OF 1ST STREET; THENCE SOUTH 87°57'02" EAST ON THE NORTHERLY LINE OF SAID LOT 4, ALSO BEING THE PRESENT SOUTHERLY RIGHT-OF-WAY LINE OF 1ST STREET, 185.99 FEET; THENCE SOUTH 02°02'11" WEST ON THE NORTHERLY LINE OF SAID LOT 4, ALSO BEING THE PRESENT SOUTHERLY RIGHT-OF-WAY LINE OF 1ST STREET, 34.36 FEET; THENCE SOUTH 84°27'41" EAST ON THE NORTHERLY LINE OF SAID LOT 4, ALSO BEING THE PRESENT SOUTHERLY RIGHT-OF-WAY LINE OF 1ST STREET, 57.63 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 4; THENCE SOUTH 50°09'17" EAST ON THE EASTERLY LINE OF SAID LOT 4, A DISTANCE OF 49.47 FEET; THENCE SOUTH 10°21'22" EAST ON THE EASTERLY LINE OF SAID LOT 4, A DISTANCE OF 152.34 FEET; THENCE SOUTH 30°54'37" EAST ON THE EASTERLY LINE OF SAID LOT 4, A DISTANCE OF 58.74 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 4; THENCE SOUTH 89°35'21" WEST ON THE SOUTHERLY LINE OF SAID LOT 4, A DISTANCE OF 94.58 FEET TO THE INTERSECTION OF THE PRESENT NORTHERLY RIGHT-OF-WAY LINE OF EAST 2ND STREET AND THE PRESENT EASTERLY RIGHT-OF-WAY LINE OF STATE STREET; THENCE CONTINUING SOUTH 89°35'21" WEST ON THE PRESENT NORTHERLY RIGHT-OF-WAY LINE OF EAST 2ND STREET, 240.86 FEET TO THE POINT OF BEGINNING.

CONTAINING 76,810 SQUARE FEET OR 1.76 ACRES.






**DEPARTMENT OF COMMUNITY DEVELOPMENT**

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

**MEMORANDUM**

***Planning & Community Services Division***

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** David Sturch, Planner III   
**DATE:** May 16, 2018  
**SUBJECT:** Surface Transportation Block Grant Programming Agreement  
Cedar Heights Drive Reconstruction

The Department of Community Development is planning the reconstruction of Cedar Heights Drive from Greenhill Road to Viking Road. The Cedar Heights Drive project includes the removal and replacement of the existing pavement and reconstruct the roadway with curb and gutter and a recreational trail. The intent is to construct a three lane roadway from its current terminus on the north side of Greenhill Road and continue said section to the Viking Road roundabout.

This project will utilize Surface Transportation Block Grant funds (STBG) through INRCOG for the construction of this roadway facility. The estimated cost for the Cedar Heights Drive project is \$4,055,000.00. The STBG funds will provide a maximum cost share of \$2,900,000.00. The remaining \$1,155,000.00 will be provided by the City of Cedar Falls. This project is listed in the FY18-23 Capital Improvements Program. Design of this road will be in 2019 with construction in 2021.

Therefore, we ask that the City Council state their support in the form of a resolution authorizing the Mayor to execute the Surface Transportation Block Grant Programming Agreement. This item has been placed on the next regularly City Council agenda for May 21, 2018.

If you have any questions, please feel free to contact this office.

xc: Stephanie Sheetz, Community Development Director  
Karen Howard, Planning & Community Services Manager  
Jon Resler, City Engineer  
Chase Schrage, CIP Projects Supervisor





# Black Hawk County Metropolitan Planning Organization (MPO)

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## Surface Transportation Block Grant (STBG) Programming Agreement

BETWEEN: Black Hawk County Metropolitan Planning Organization  
229 E. Park Ave.  
Waterloo, IA 50703  
(hereinafter "MPO")

AND: City of Cedar Falls  
220 Clay St  
Cedar Falls IA 50613  
(hereinafter "RECIPIENT")

Recipient Contact Person: David Sturch

Phone: (319) 268-5184

Title: Planner III

Email: david.sturch@cedarfalls.com

Upon acceptance of this funding, the RECIPIENT agrees to the following conditions:

1. CONTRACT PROJECT: As approved by the MPO Policy Board, the project includes:

Cedar Heights Dr

Program Year: 2019, 2020, and 2021

See **Attachment A** for a detailed project description and project location map. The project description and map must accurately describe the project location.

2. CONTRACT AWARD AMOUNT:

STBG Funds: \$2,900,000.00

Local Match: \$1,155,000.00

Total Project Cost: \$4,055,000.00

3. GENERAL PROVISIONS:

The RECIPIENT shall receive Federal STBG funds for authorized and approved project costs of eligible items. STBG funds are to be used exclusively for the purposes specified in Section 1, which may represent all or any part of the project(s) specified in the grant application. Any portion of the funds not used for the purpose(s) specified in the STBG Grant Application shall be forfeited by the RECIPIENT. The MPO may request the RECIPIENT to provide information to determine that the funding distribution satisfies the written criteria and

## Item G.2.m.

procedures of the Iowa Department of Transportation and the MPO as well as any statutes or rules governing such distribution.

The RECIPIENT shall contact MPO staff if the project specified in Section 1 requires revision including, but not limited to, project cost, schedule, funding sources, project termini, and project description. Depending on the type of revision, public review and comment and MPO Policy Board approval may be required.

The portion of the eligible project costs covered by Federal STBG funds shall be limited to a maximum of either the appropriate percentage of eligible costs or the amount stipulated in the approved current Statewide Transportation Improvement Program (STIP), whichever is less.

The RECIPIENT is not authorized to expend STBG funds until the project has been authorized by the Federal Highway Administration (FHWA). Expenditures incurred prior to FHWA authorization will be ineligible for reimbursement.

The RECIPIENT shall abide by MPO and Iowa Department of Transportation rules and regulations. The RECIPIENT shall follow all guidelines outlined in the Federal-aid Project Development Guide (reference [www.iowadot.gov/local\\_systems/publications/im/guide.pdf](http://www.iowadot.gov/local_systems/publications/im/guide.pdf)). The Iowa Department of Transportation contact will be the Local Systems Engineer at the District 2 Office in Mason City.

All grant RECIPIENTS awarded STBG funds shall upon request provide status updates about the project specified in Section 1.

#### 4. SPECIAL CONDITIONS:

The Letter of Award, which accompanies this agreement, may detail specific conditions pertinent to the individual award or RECIPIENT and shall become part of this agreement upon acceptance of this agreement.

#### Accepted on Behalf of the City of Cedar Falls

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

\_\_\_\_\_  
Jim Brown  
Mayor

#### ATTEST:

\_\_\_\_\_



Iowa TPMS project map

**Sponsor** Cedar Falls

**Identity** STBG-SWAP-1185()-SG-07  
TPMS# 29681  
TIP# --

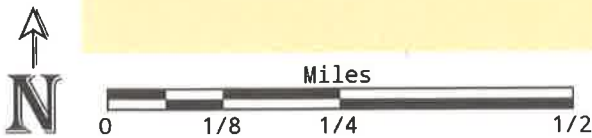
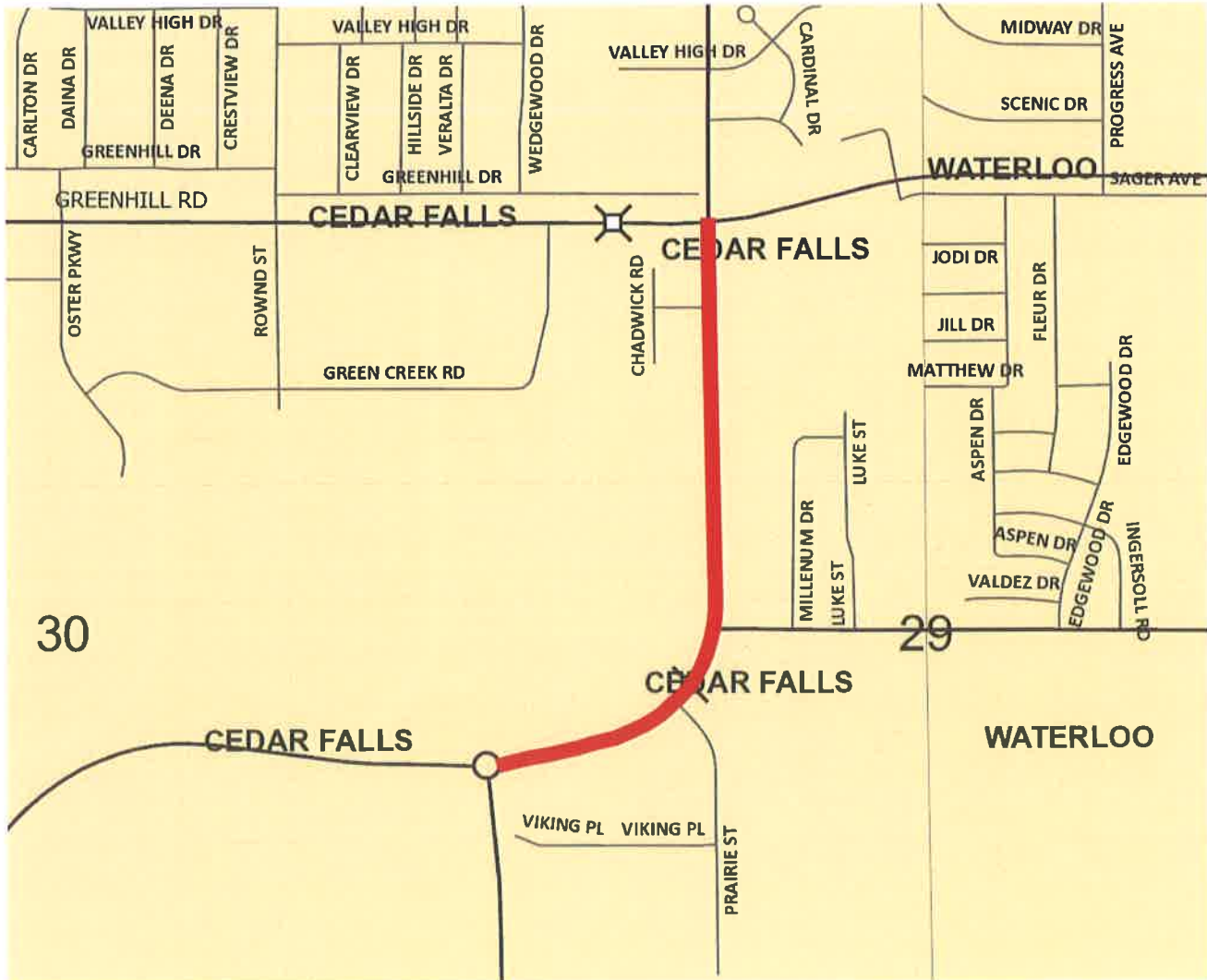
**Location** In the city of Cedar Falls, On Cedar Heights Dr, from Greenhill Rd south 0.8 miles to Viking Rd

**Characteristics** Minor Arterial / 0.8 MI / 8700 - 9400

**Type of Work** Pavement Rehab/Widen



Project Site





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

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A SURFACE  
TRANSPORTATION BLOCK GRANT PROGRAMMING AGREEMENT WITH THE  
BLACK HAWK METROPOLITAN PLANNING ORGANIZATION RELATIVE TO THE  
CEDAR HEIGHTS DRIVE RECONSTRUCTION PROJECT

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has considered approving and authorizing execution of a Surface Transportation Block Grant Programming Agreement with the Black Hawk Metropolitan Planning Organization for funding of the Cedar Heights Drive reconstruction project, and

WHEREAS, the Cedar Heights Drive reconstruction project is listed in the Cedar Falls Capital Improvements Program to reconstruct the section of said street from Greenhill Road to the Viking Road roundabout, and

WHEREAS, the Federal Surface Transportation Block Grant funds are used for the reconstruction of Cedar Heights Drive that includes a local match from the City of Cedar Falls, 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 and authorize execution of said programming agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that said Surface Transportation Block Grant Programming Agreement is hereby approved and the Mayor and City Clerk are hereby authorized to execute said Agreement on behalf of the City of Cedar Falls, Iowa.

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

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

ATTEST:

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






DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** David Sturch, Planner III   
**DATE:** May 16, 2018  
**SUBJECT:** Surface Transportation Block Grant Programming Agreement  
Union Road Trail

The Department of Community Development is planning the construction of the Union Road recreational trail. The Union Road trail will be a separate trail along the east side of the road from W. 12<sup>th</sup> Street to W. 27<sup>th</sup> Street. With the completion of this trail, a 4.8 mile trail loop will be created in western Cedar Falls via W. 12<sup>th</sup> Street, Union Road, W. 27<sup>th</sup> Street and Hudson Road.

This project will utilize Surface Transportation Block Grant funds (STBG) through INRCOG for the construction of this trail facility. The estimated cost for the Union Road trail is \$375,000.00. The STBG funds will provide a maximum cost share of \$300,000.00. The remaining \$75,000.00 will be provided by the City of Cedar Falls. This project is listed in the FY18-23 Capital Improvements Program. Design of this trail will be in 2019 with construction in 2020.

Therefore, we ask that the City Council state their support in the form of a resolution authorizing the Mayor to execute the Surface Transportation Block Grant Programming Agreement. This item has been placed on the next regularly City Council agenda for May 21, 2018.

If you have any questions, please feel free to contact this office.

xc: Stephanie Sheetz, Community Development Director  
Karen Howard, Planning & Community Services Manager  
Jon Resler, City Engineer  
Chase Schrage, CIP Projects Supervisor



# Black Hawk County Metropolitan Planning Organization (MPO)

## Surface Transportation Block Grant (STBG) Programming Agreement

BETWEEN: Black Hawk County Metropolitan Planning Organization  
229 E. Park Ave.  
Waterloo, IA 50703  
(hereinafter "MPO")

AND: City of Cedar Falls  
220 Clay St  
Cedar Falls IA 50613  
(hereinafter "RECIPIENT")

Recipient Contact Person: David Sturch Phone: (319) 268-5184  
Title: Planner III Email: david.sturch@cedarfalls.com

Upon acceptance of this funding, the RECIPIENT agrees to the following conditions:

1. CONTRACT PROJECT: As approved by the MPO Policy Board, the project includes:

Union Rd Trail

Program Year: 2020

See **Attachment A** for a detailed project description and project location map. The project description and map must accurately describe the project location.

2. CONTRACT AWARD AMOUNT:

STBG Funds: \$300,000.00

Local Match: \$75,000.00

Total Project Cost: \$375,000.00

3. GENERAL PROVISIONS:

The RECIPIENT shall receive Federal STBG funds for authorized and approved project costs of eligible items. STBG funds are to be used exclusively for the purposes specified in Section 1, which may represent all or any part of the project(s) specified in the grant application. Any portion of the funds not used for the purpose(s) specified in the STBG Grant Application shall be forfeited by the RECIPIENT. The MPO may request the RECIPIENT to provide information to determine that the funding distribution satisfies the written criteria and

## Item G.2.n.

procedures of the Iowa Department of Transportation and the MPO as well as any statutes or rules governing such distribution.

The RECIPIENT shall contact MPO staff if the project specified in Section 1 requires revision including, but not limited to, project cost, schedule, funding sources, project termini, and project description. Depending on the type of revision, public review and comment and MPO Policy Board approval may be required.

The portion of the eligible project costs covered by Federal STBG funds shall be limited to a maximum of either the appropriate percentage of eligible costs or the amount stipulated in the approved current Statewide Transportation Improvement Program (STIP), whichever is less.

The RECIPIENT is not authorized to expend STBG funds until the project has been authorized by the Federal Highway Administration (FHWA). Expenditures incurred prior to FHWA authorization will be ineligible for reimbursement.

The RECIPIENT shall abide by MPO and Iowa Department of Transportation rules and regulations. The RECIPIENT shall follow all guidelines outlined in the Federal-aid Project Development Guide (reference [www.iowadot.gov/local\\_systems/publications/im/guide.pdf](http://www.iowadot.gov/local_systems/publications/im/guide.pdf)). The Iowa Department of Transportation contact will be the Local Systems Engineer at the District 2 Office in Mason City.

All grant RECIPIENTS awarded STBG funds shall upon request provide status updates about the project specified in Section 1.

#### 4. SPECIAL CONDITIONS:

The Letter of Award, which accompanies this agreement, may detail specific conditions pertinent to the individual award or RECIPIENT and shall become part of this agreement upon acceptance of this agreement.

#### Accepted on Behalf of the City of Cedar Falls

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

\_\_\_\_\_  
Jim Brown  
Mayor

ATTEST:

\_\_\_\_\_



Iowa TPMS project map

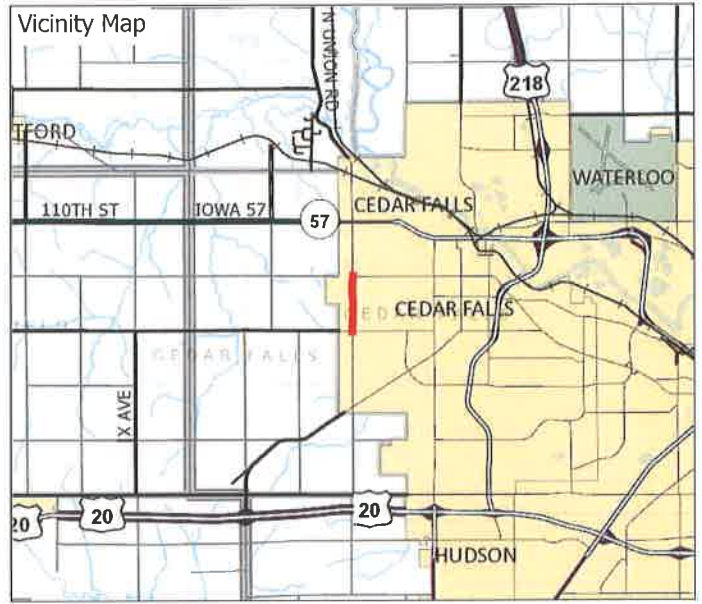
**Sponsor** Cedar Falls

**Identity** TAP-U-1185()  
--8I-07  
TPMS# 37824  
TIP# --

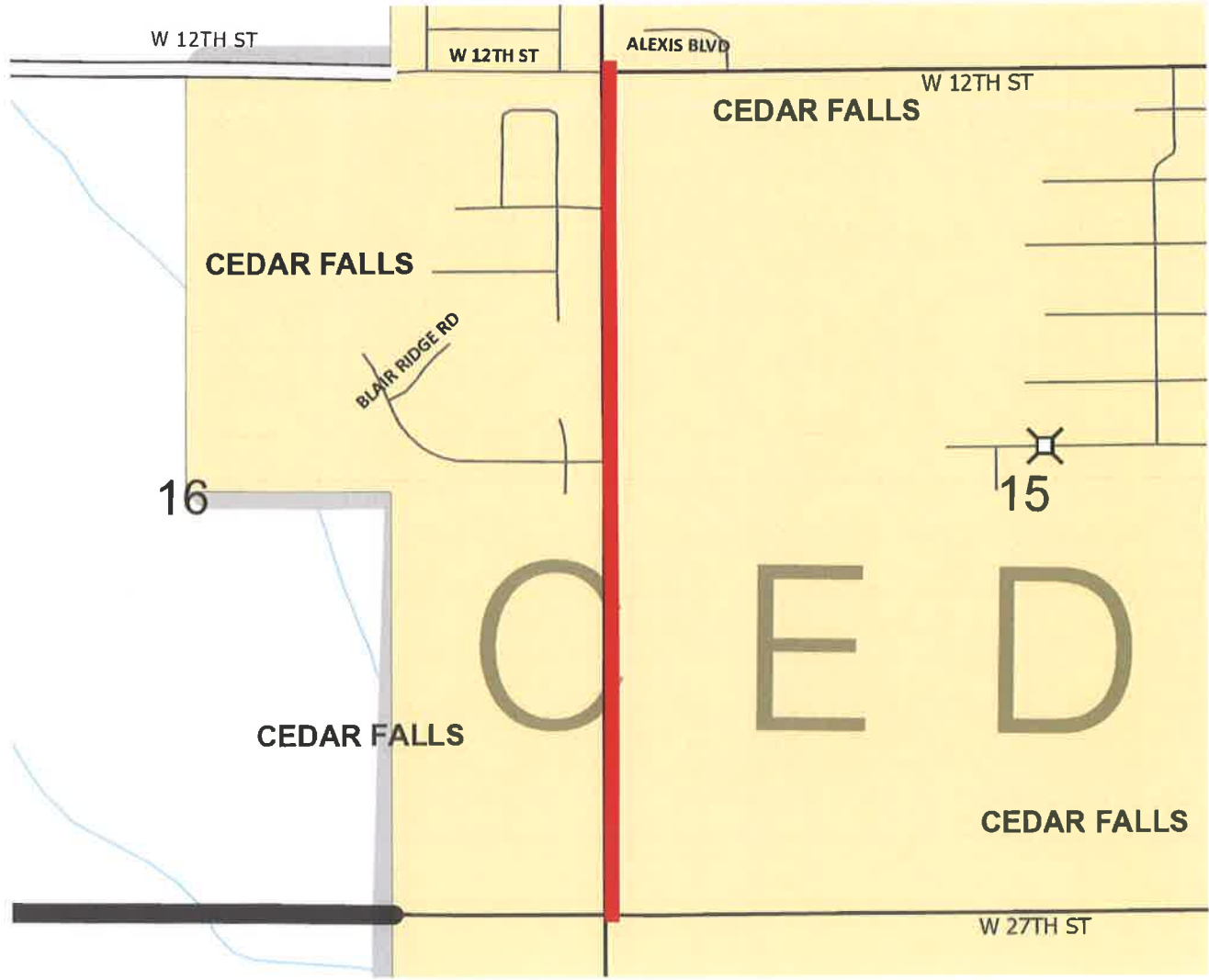
**Location** In the city of Cedar Falls, On Union Rd Trail, from W 12th St south 1.0 Miles to W 27th St

**Characteristics** //

**Type of Work** Ped/Bike Grade & Pave



Project Site





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

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A SURFACE  
TRANSPORTATION BLOCK GRANT PROGRAMMING AGREEMENT WITH THE  
BLACK HAWK METROPOLITAN PLANNING ORGANIZATION RELATIVE TO THE  
UNION ROAD RECREATIONAL TRAIL PROJECT

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has considered approving and authorizing execution of a Surface Transportation Block Grant Programming Agreement with the Black Hawk Metropolitan Planning Organization for funding of the Union Road Recreational Trail project, and

WHEREAS, the Union Road Recreational Trail project is listed in the Cedar Falls Capital Improvements Program for the construction of a recreational trail from W. 12<sup>th</sup> Street to W. 27<sup>th</sup> Street, and

WHEREAS, the Federal Surface Transportation Block Grant funds are used for the construction of Union Road Recreational Trail that includes a local match from the City of Cedar Falls, 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 and authorize execution of said programming agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that said Surface Transportation Block Grant Programming Agreement is hereby approved and the Mayor and City Clerk are hereby authorized to execute said Agreement on behalf of the City of Cedar Falls, Iowa.

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

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

ATTEST:

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





DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM  
 Planning & Community Services Division

**TO:** Mayor and Council  
**FROM:** David Sturch, Planner III  
**DATE:** May 16, 2018  
**SUBJECT:** The Arbors Preliminary Plat Amendment

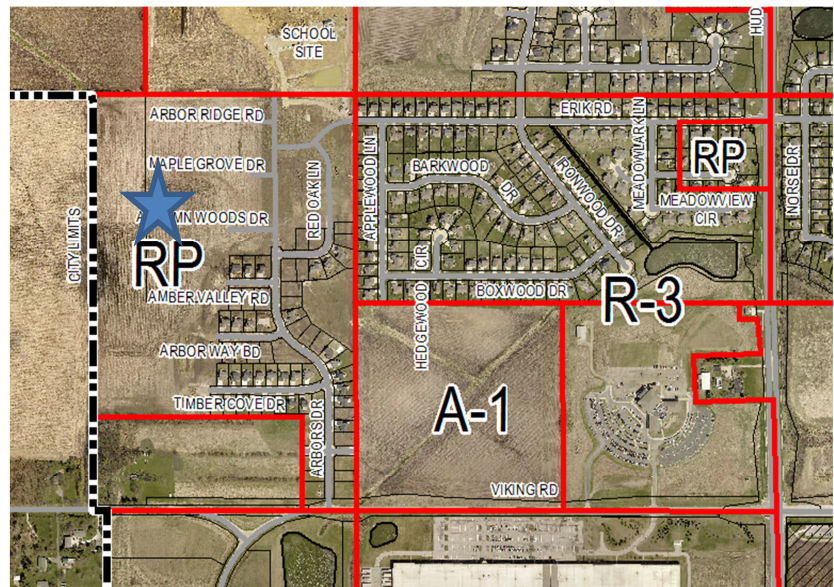
**REQUEST:** Request to approve an amendment to the The Arbors Preliminary Plat  
**PETITIONER:** Midwest Development Co., Owner; CGA Engineering, Engineer  
**LOCATION:** The property is located north of Viking Road and west of Arbors Drive

PROPOSAL

The Arbors subdivision has been active in single family residential development for the past few years. In total, there are six (6) phases of development. The first three phases have been approved and are located on the east half of the subdivision. The remaining three phases will continue at the northwest corner and proceed to the southwest corner of the plat.

The developer is making a couple of minor changes to the plat and staff feels it's important to inform the Planning and Zoning

Commission and City Council of these changes. These changes include adjusting the phasing plan and amending the street connections into the adjacent properties. This amendment to The Arbors Plat was recommended for approval by the Planning and Zoning Commission on May 9, 2018.



BACKGROUND

In April 2014 the City Council approved rezoning this property from A-1 Agricultural to RP Planned Residential District, as well as approving a Preliminary Plat for this subdivision (82.5



## Item G.2.o.

total acres). The Preliminary Plat showed a future build-out for up to 204 residential lots in six “phases”. Arbors First Addition was approved by the City Council in April 2015, and included 30 residential lots. The Arbors Second Addition was approved by the City Council in September 2016 included 30 residential lots. The third addition was approved by the City Council in November 2017 includes 33 residential lots near the northeast corner of the plat. These three phases are developed according to the approved preliminary plat. The idea to start with the east half of the development is to provide access into The Meadows addition and the new school site adjacent to the north side of The Arbors.

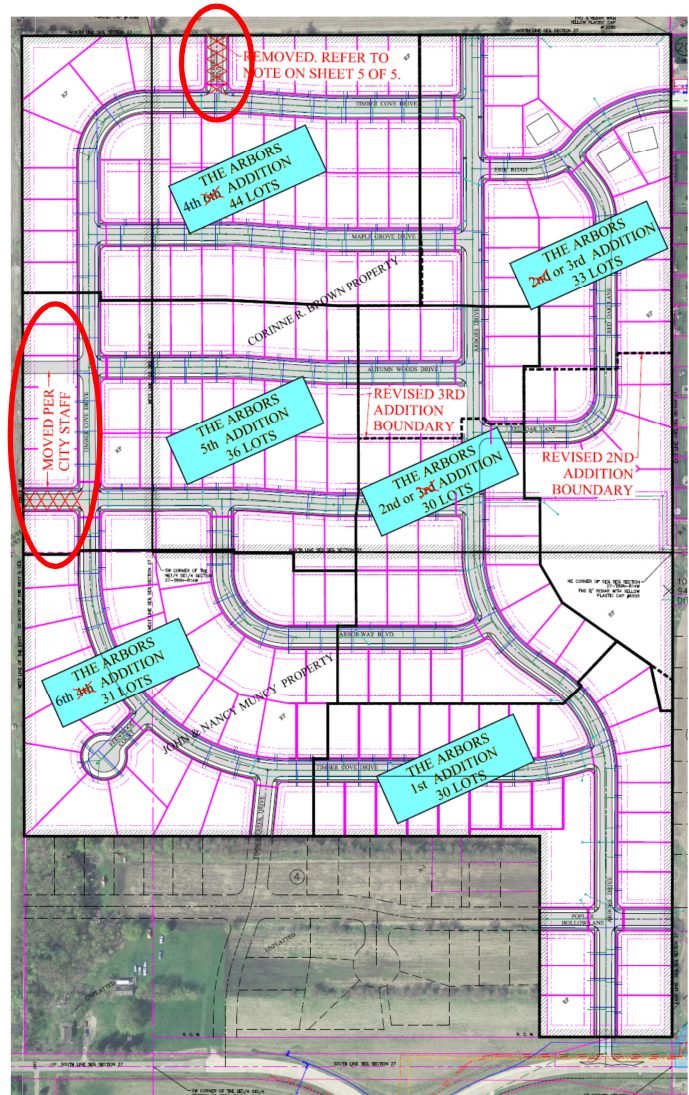
### STAFF ANALYSIS

Midwest Development Co. continues with the development of the Fourth, Fifth and Sixth addition of The Arbors subdivision. The development will continue in a counter-clockwise direction with the Fourth addition at the northwest corner of the subdivision. This phasing plan was shifted to accommodate the change in the street connections that is further explained in the following paragraph. The developer’s engineer submitted construction plans for the Fourth Addition and will present the final plat to the Planning and Zoning Commission in the near future.

According to The Arbors Preliminary Plat, a street connection (Woodbury Drive) was identified to access the property to the north of this phase. A note was identified on the preliminary plat that stated the following:

*“A 60 foot corridor connection Timber Cove Drive to the adjoining land to the north is being reserved by the owner for future road right of way. This is an option for the Cedar Falls Community School District should they determined that the need exists for a street connection at the time of final platting. Street stub (Woodbury Drive) may be deleted if it is determined the need no longer exists.”*

When the preliminary plat for the school was approved (McMahill First Addition) in January 2017, this included a new elementary school and playgrounds on the west half of the property. The playground and fields essentially cut-off the access between the two subdivisions. Therefore, the street connection to the north from the Fourth addition is no longer needed. A second change to the plat is in the Fifth addition. The street connection to the west edge of the plat was shifted one block to the north from Amber Valley Road to Autumn Woods Drive. This street shift will provide a more centralized location for a connection into the neighboring property to the west.



A notice on this plat amendment was mailed to the current property owners in The Arbors development on May 16, 2018.

STAFF RECOMMENDATION

The Community Development Department recommends approval of The Arbors Preliminary Plat amendment.

PLANNING & ZONING COMMISSION

Vote  
5/9/2018

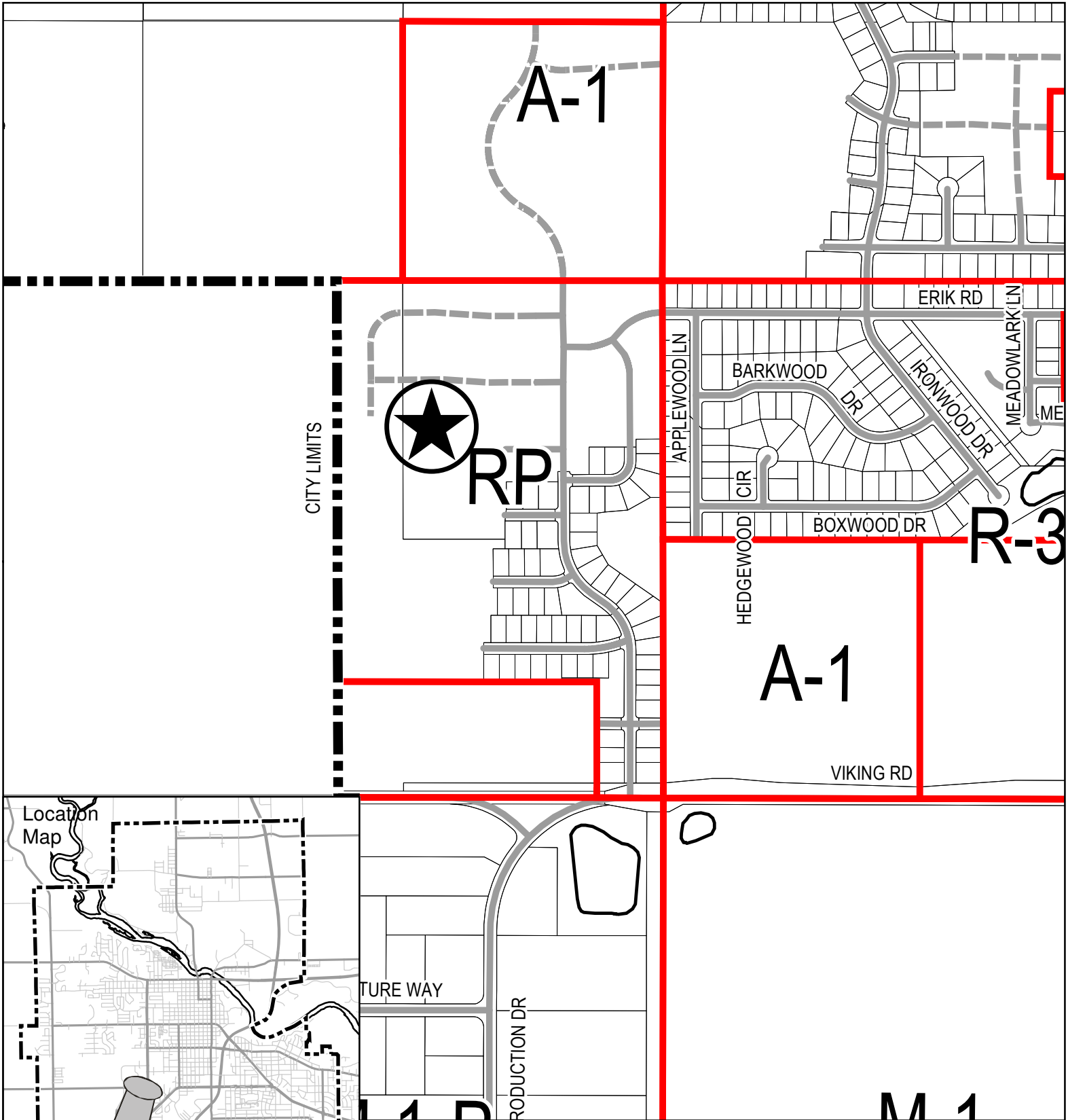
Chair Oberle introduced the item and Mr. Sturch provided background and update information. He explained that staff has been working with Midwest Development/Skogman Homes on the Arbors Addition off Viking Road west of the Meadows Addition. The parcel was rezoned in the spring of 2014 from A-1, Agricultural to RP, Planned Residential, creating 204 residential lots for single-family designed development. He explained the proposed changes to the street connections into the adjacent properties to the north and west. Staff recommends approval with any comments or direction from the Planning and Zoning Commission.

The Commission had no comments and recommended approval of the plat amendment.

Attachments: Location Map  
Amended Preliminary Plat







CEDAR



FALLS -439-

Iowa

The Arbors Preliminary Plat Amendment



# Preliminary Subdivision Plat for The Arbors

Additions to the City of Cedar Falls, Black Hawk County, Iowa



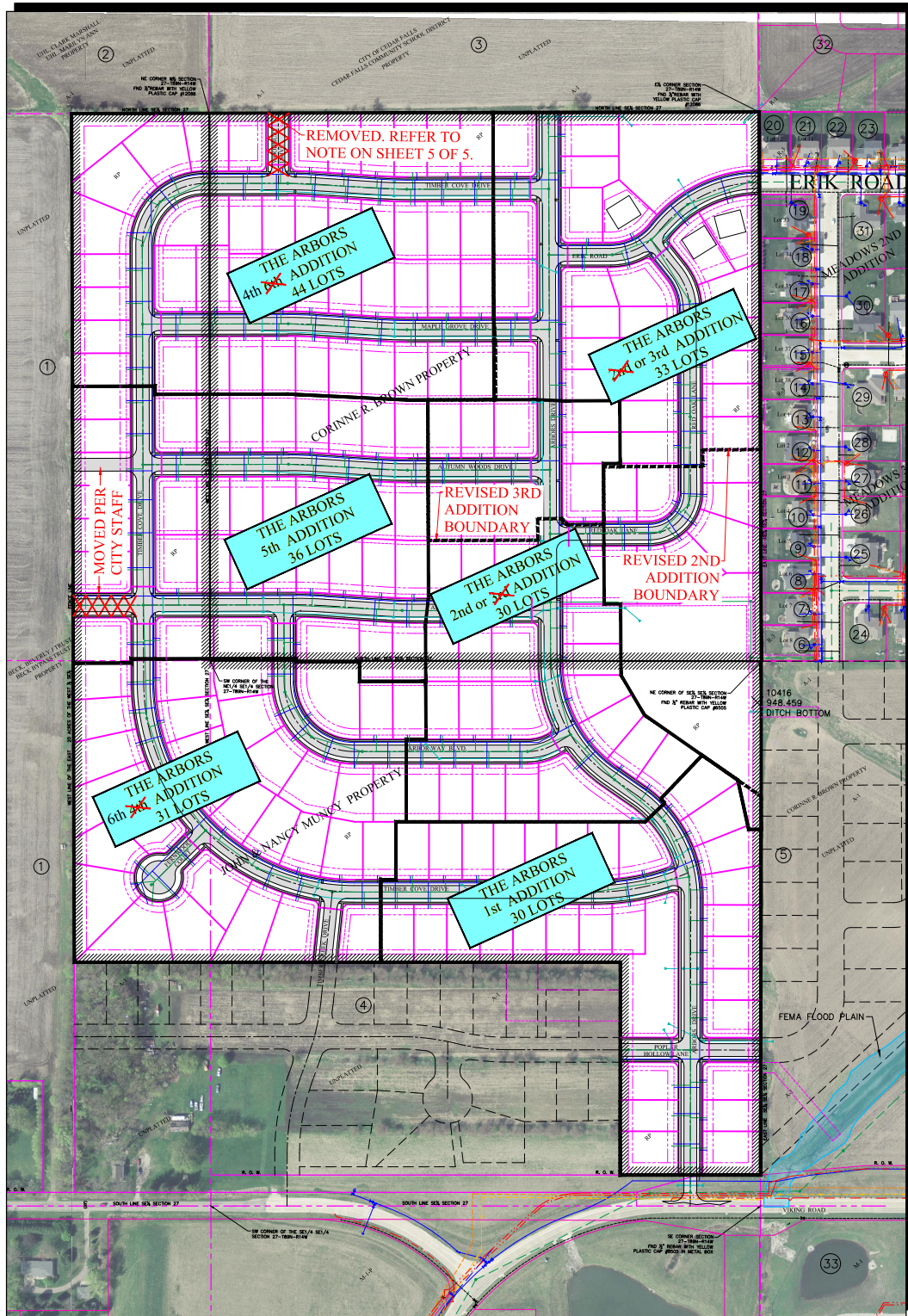
SHOFF CONSULTING ENGINEERS, L.C.

- Civil • Environmental • Wastewater • Municipal • Water • Industrial • Structural • Construction Management • Transportation • Electrical • Land Surveying • Land Development • Insurance Claim Investigation •

5106 Nordic Drive  
Cedar Falls, Iowa  
50613-6967

Phone: (319) 266-0258  
Fax: (319) 266-1515  
www.shoffengineers.com

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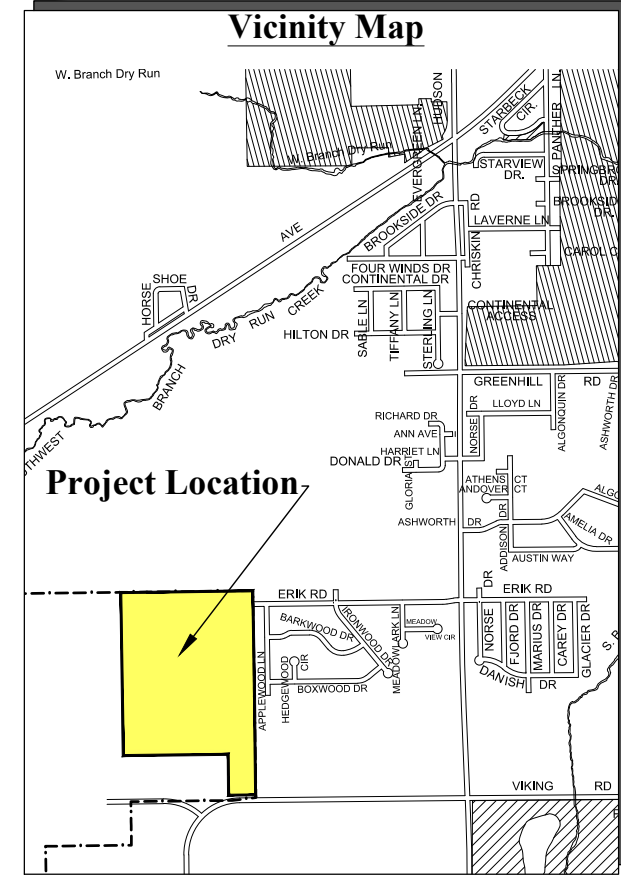


**Zoning:**  
R-P (Planned Residence)

**Engineer:**  
CGA Engineers

**Developer/Owner:**  
Midwest Development Co.  
411 1st Avenue, SE  
Cedar Rapids, IA 50677

**Surveyor:**  
Aaron Mueller, PLS

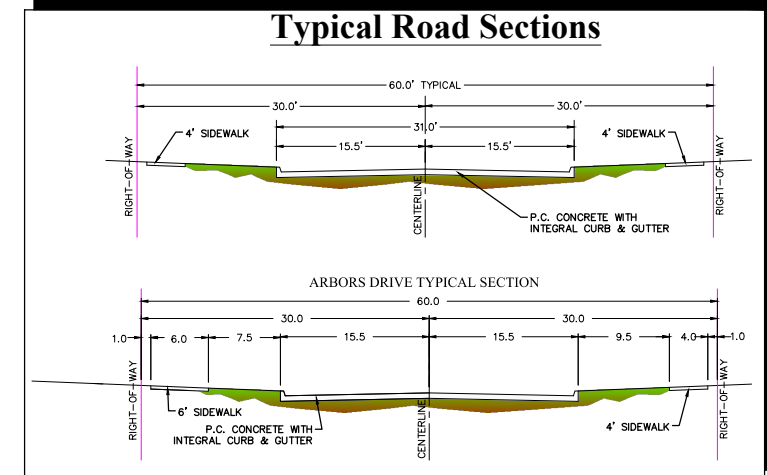


**Sheet Index:**

1. See Sheet 2 of 5 for The Arbors First Addition
2. See Sheet 3 of 5 for The Arbors Second Addition & Third Addition.
3. See Sheet 4 of 5 for The Arbors Fourth Addition & Fifth Addition.
4. See Sheet 5 of 5 for The Arbors Sixth Addition
5. See Sheet 5 of 5 for surrounding property owners information.

**Legend**

- EXISTING SANITARY SEWER SERVICE
- EXISTING SANITARY UTILITY ACCESS
- EXISTING SANITARY SEWER PIPE
- EXISTING STORM SEWER INLET
- EXISTING STORM SEWER UTILITY ACCESS
- EXISTING STORM SEWER PIPE
- EXISTING WATER SERVICE
- EXISTING WATER MAIN PIPE
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- PROPOSED SANITARY SEWER SERVICE
- PROPOSED SANITARY UTILITY ACCESS
- PROPOSED SANITARY SEWER PIPE
- PROPOSED STORM SEWER INLET
- PROPOSED STORM SEWER UTILITY ACCESS
- PROPOSED STORM SEWER PIPE
- PROPOSED WATER SERVICE
- PROPOSED WATER MAIN PIPE
- PROPOSED FIRE HYDRANT
- PROPOSED WATER VALVE
- EXISTING CFU UNDERGROUND ELECTRIC
- EXISTING CFU UNDERGROUND COMMUNICATION
- EXISTING CFU GAS



**Land Descriptions:**

**Owner "A":**  
Corinne R. Brown Trust  
The Northeast Quarter of the Southeast Quarter in Section Twenty-seven (27) Township No. Eighty-nine (89) North, Range Fourteen (14) West of the 5th Principal Meridian in Black Hawk County, Iowa.

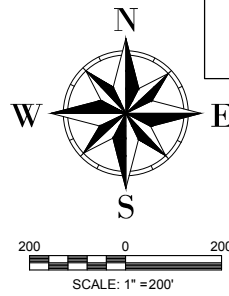
**Owner "B":**  
John & Nancy Mancy  
All of Parcel "B" as described in Doc. #2014-00013132  
The Southeast Quarter of the Southeast Quarter and the East Twenty acres of the West one-half of the Southeast Quarter all in Section Twenty-seven (27) Township No. Eighty-nine (89) North, Range Fourteen (14) West of the 5th Principal Meridian in Black Hawk County, Iowa.

**Except:**  
A part of the Southeast Quarter of said Section Twenty-seven (27) commencing at the Southeast corner of said Section, thence North 09°39'22" West along the East line of said Section Twenty-seven (27), 75.00 feet to the North Right-of-Way line of Viking Road; thence South 89°18'38" West along the said North Right-of-Way line, 340.00 feet; the Point of Beginning; thence South 89°18'38" West along said North Right-of-Way line, 990.48 feet to the West line of the Southeast Quarter of the Southeast Quarter of said Section Twenty-seven (27); thence North 00°46'35" West along said West line, 515.00 feet; thence North 89°18'38" West, 992.01 feet; thence South 00°36'22" East, 515.00 feet to the Point of Beginning.

**And Except:**  
The South 590 feet of the East Twenty acres of the West one-half of the Southeast Quarter of said Section Twenty-seven (27)

**And Except:**  
The South 33 feet of the Southeast Quarter of the Southeast Quarter of said Section Twenty-seven (27)

**And Except:**  
Land described in Land Deed Book 574, Page 841 and also land of Fee Simple Acquisition from John Curtis Mancy to the City of Cedar Falls described in Doc. No. 2005-00017138.



The Arbors  
Cedar Falls, Iowa  
Preliminary Plat

REVISIONS			
NO.	DATE	BY	REVISION
6			
5			
4			
3			
2			
1			

DATE: 3/28/2014  
DRAWN BY: Aaron  
CHECKED: ---  
APPROVED: ---  
PROJECT NUMBER: 776  
Drawing No.

1 of 5



# Preliminary Subdivision Plat for The Arbors

Additions to the City of Cedar Falls, Black Hawk County, Iowa

## The Arbors Fourth Addition



SHOFF CONSULTING ENGINEERS, L.C.

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- Municipal • Water •
- Industrial • Structural •
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- Land Surveying •
- Land Development •
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5106 Nordic Drive  
Cedar Falls, Iowa  
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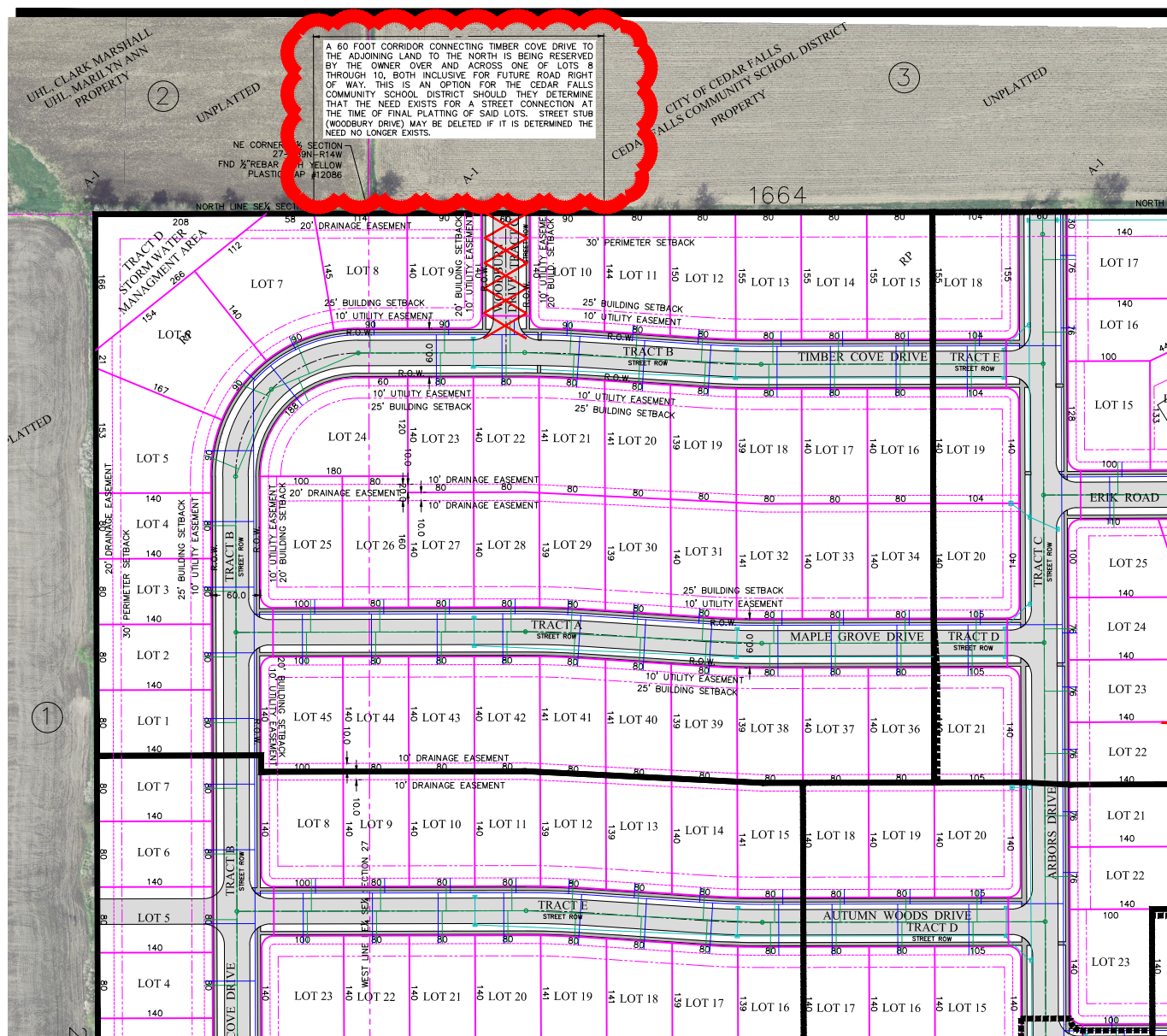
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The Arbors  
Cedar Falls, Iowa  
Preliminary Plat

REVISIONS			
NO.	DATE	BY	REVISION
6			
5			
4			
3			
2			
1			
DATE:		3/28/2014	
DRAWN BY:		Aaron	
CHECKED:		---	
APPROVED:		---	
PROJECT NUMBER:		776	
Drawing No.			

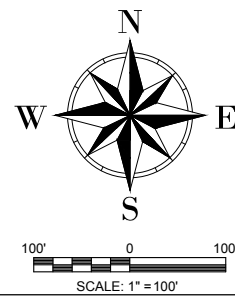
5 of 5

Item G.2.0.



A 60 FOOT CORRIDOR CONNECTING TIMBER COVE DRIVE TO THE ADJOINING LAND TO THE NORTH IS BEING RESERVED BY THE OWNER OVER AND ACROSS ONE OF LOTS 8 THROUGH 10, BOTH INCLUSIVE FOR FUTURE ROAD RIGHT OF WAY. THIS IS AN OPTION FOR THE CEDAR FALLS COMMUNITY SCHOOL DISTRICT SHOULD THEY DETERMINE THAT THE NEED EXISTS FOR A STREET CONNECTION AT THE TIME OF FINAL PLATTING OF SAID LOTS. STREET STUB (WOODBURY DRIVE) MAY BE DELETED IF IT IS DETERMINED THE NEED NO LONGER EXISTS.

- Notes:**
1. Tract A in The Arbors Sixth Addition will be designated for storm drainage, storm water detention, and storm water quality. (Detain 100 Yr. event released at the Two Yr. rate)
  2. See Typical Road Sections on Sheet 1 of 5 for street and Right-of-Way widths.
  3. Proposed sanitary sewer, storm sewer, and water utility locations are conceptual and are subject to change during the preparation of the construction plans for each phase.



-442-


d:\5622\dwg\Survey\Preliminary-ResZoning Plat Revised 20160329.dwg


**DEPARTMENT OF COMMUNITY DEVELOPMENT**

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

**MEMORANDUM**
*Planning & Community Services Division*

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

**FROM:** David Sturch, Planner III 

**DATE:** May 17, 2018

**SUBJECT:** W. 1<sup>st</sup> Street Reconstruction Project  
 Project No. RC-000-3118  
 Project Right of Way Acquisitions  
 Keep Vacant Agreement – Parcel 49, Bodensteiner

The Iowa Department of Transportation and the City of Cedar Falls is planning the reconstruction of W. 1<sup>st</sup> Street from Highland Drive to Franklin/Center Street over the next two years. The existing four lane roadway will be replaced with a five lane roadway with a center left turn lane. The project will include improvements to the sanitary sewer, water main, storm sewer, and other miscellaneous roadway items. Properties acquired for the project will be used for roadway and utility right-of-way.

The right of way acquisition phase is underway. Appraisals are being developed and offers are being sent to the property owners along the corridor. The parcel at 714 W. 1<sup>st</sup> Street is planned for a total acquisition since the proposed roadway and sidewalk will be through the dwelling. Since this is a rental property, the City has requested that the property owner keep the house vacant once the current tenants move out on May 31, 2018. A purchase offer has been extended to the property owner and it is the City's goal to negotiate the purchase price and take possession of the property as quickly as possible.

To accomplish this, the property owner signed the attached Keep Vacant Agreement. This outlines the City's request as well as the compensation for "keeping the property vacant". Beginning on June 1, 2018, the city will provide a monthly payment of \$1,600.00 until the property is acquired. At that time the payments will cease. This monthly payment is eligible for an 80% reimbursement through the federal dollars that the City received as part of this project. The other option is to pay the relocation fees for each tenant. The relocation expenses for each tenant include itemizing their belongings, search for comparative housing, pay a professional mover, pay for utility hook-ups/transfers and each tenant is eligible for rent reimbursements for up to 42 months. This reimbursement is the difference in the current rent to the new rent for 42 months. Relocation expenses can add up very quickly for each tenant. It is staffs' recommendation that the City approve the Keep Vacant Agreement with the property

## Item G.2.p.

owner of 714 W. 1<sup>st</sup> Street.

Therefore, we ask that the City Council state their support in the form of a resolution and authorize the Mayor to execute the Keep Vacant Agreement for Parcel 49 in connection with the W. 1<sup>st</sup> Street reconstruction project.

If you have any questions, please feel free to contact this office.

xc:     Stephanie Sheetz, Community Development Director  
          Karen Howard, Planning & Community Services Manager  
          Kevin Rogers, City Attorney  
          Jon Resler, City Engineer









**DEPARTMENT OF COMMUNITY DEVELOPMENT**

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

**MEMORANDUM**
***Planning & Community Services Division***

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** David Sturch, Planner III   
**DATE:** May 17, 2018  
**SUBJECT:** W. 1<sup>st</sup> Street Reconstruction Project  
 Project No. RC-000-3118  
 Project Right of Way Acquisitions  
 Keep Vacant Agreement – Parcel 52, Shatek

The Iowa Department of Transportation and the City of Cedar Falls is planning the reconstruction of W. 1<sup>st</sup> Street from Highland Drive to Franklin/Center Street over the next two years. The existing four lane roadway will be replaced with a five lane roadway with a center left turn lane. The project will include improvements to the sanitary sewer, water main, storm sewer, and other miscellaneous roadway items. Properties acquired for the project will be used for roadway and utility right-of-way.

The right of way acquisition phase is underway. Appraisals are being developed and offers are being sent to the property owners along the corridor. The parcel at 810 W. 1<sup>st</sup> Street is planned for a total acquisition since the proposed roadway and sidewalk will be too close to the dwelling. Since this is a rental property, the City has requested that the property owner keep the house vacant once the current tenants move out on May 12, 2018. A purchase offer has been extended to the property owner and it is the City's goal to negotiate the purchase price and take possession of the property as quickly as possible.

To accomplish this, the property owner signed the attached Keep Vacant Agreement. This outlines the City's request as well as the compensation for "keeping the property vacant". Starting immediately, the city will provide a monthly payment of \$975.00 until the property is acquired. At that time the payments will cease. This monthly payment is eligible for an 80% reimbursement through the federal dollars that the City received as part of this project. The other option is to pay the relocation fees for each tenant. The relocation expenses for each tenant include itemizing their belongings, search for comparative housing, pay a professional mover, pay for utility hook-ups/transfers and each tenant is eligible for rent reimbursements for up to 42 months. This reimbursement is the difference in the current rent to the new rent for 42 months. Relocation expenses can add up very quickly for each tenant. It is staffs' recommendation that the City

## Item G.2.q.

approve the Keep Vacant Agreement with the property owner of 810 W. 1<sup>st</sup> Street. Therefore, we ask that the City Council state their support in the form of a resolution and authorize the Mayor to execute the Keep Vacant Agreement for Parcel 52 in connection with the W. 1<sup>st</sup> Street reconstruction project.

If you have any questions, please feel free to contact this office.

xc:     Stephanie Sheetz, Community Development Director  
          Karen Howard, Planning & Community Services Manager  
          Kevin Rogers, City Attorney  
          Jon Resler, City Engineer

KEEP VACANT AGREEMENT

DATE: May 16, 2018

County BLACK HAWK
Project No. STP-57-2(28)—2C-07
Parcel No. 52

THIS AGREEMENT, Entered into this \_\_\_ day \_\_\_, 2018, by and between Mark J. Shatek, hereinafter designated as the "Owner" and the City of Cedar Fall, Iowa, hereinafter designated as the "CITY".

The Owner agrees not to lease to any tenant the following described property situated on the above project, located at: 810 W. 1st Street, Cedar Falls, IA 50613.

In consideration of the following terms, provisions, and conditions:

- 1. TIME PERIOD: The duration of this Agreement shall be from the 12th day of May, 2018, until the date title is to be conveyed per the terms of a signed purchase agreement or the date of condemnation, whichever is applicable. It is understood no extensions will be given.
2. CONSIDERATION: The City shall pay an amount equal to the rental in the amount of \$975.00 per month that the premises are vacant during the term of this agreement. Payment shall be paid every month, in arrears, by the 10th day of the succeeding month during the time period of this agreement. Should this agreement be terminated prior to the last day of the month, the rent will be prorated.
3. TERMINATION: This agreement will be terminated without further notice, on the date described in Item 1. The City also reserves the right to terminate this agreement upon 30 days notice to the Owner in writing.

Nothing in this agreement shall be construed to create a landlord-tenant relationship between the Owner and the City.

OWNER:

Handwritten signature of Mark J. Shatek
Mark J. Shatek Date
9121 W Cedar Wapsie Rd
Address
Cedar Falls, IA 50613
City, State & Zip
319-268-1757
Telephone Number

CITY:

Blank lines for City signature, name, title, and telephone number.





**DEPARTMENT OF COMMUNITY DEVELOPMENT**

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-273-8600  
Fax: 319-273-8610  
[www.cedarfalls.com](http://www.cedarfalls.com)

**INTEROFFICE MEMORANDUM**  
*Administration Division*

**TO:** Mayor Brown & City Council  
**FROM:** Stephanie Houk Sheetz, AICP, Director of Community Development  
**DATE:** May 15, 2018  
**SUBJECT:** Main Street Iowa Program Agreement

Every two years, Cedar Falls' Community Main Street, the Iowa Economic Development Authority and the City of Cedar Falls consider an agreement to continue their partnership. The last agreement was completed in April 2016, addressing the period of July 1, 2016 – June 30, 2018. Attached is an agreement for the next two-year period.

The Community Main Street Board has adopted a resolution of support. Staff recommends approving the attached agreement and City resolution of support.

Partnership with Community Main Street helps implement Organizational Goal #6 to create an environment conducive to economic development.

**CC:** Ron Gaines, PE, City Administrator  
Carol Lilly, Executive Director, Cedar Falls Community Main Street



**Main Street Iowa Program Agreement****Agreement Number:** PS2019 -G300-06**Effective Dates:** July 1, 2018 – December 31, 2019

Agreement between the Iowa Economic Development Authority, the City of Cedar Falls, and Community Main Street Inc. for the purpose of continuing the Main Street Program in Cedar Falls.

THIS AGREEMENT is entered into and executed by the Iowa Economic Development Authority herein referred to as the "IEDA", the City of Cedar Falls herein referred to as the "City", and Community Main Street Inc. herein referred to as the Local Main Street Program".

WHEREAS, The City and Local Main Street Program established a partnership with IEDA in 1987 and desires that the program continue; and

WHEREAS, the IEDA desires to continue the relationship which has been established with the City and the Local Main Street Program;

NOW THEREFORE, in consideration of the foregoing and mutual covenants and agreements contained herein, the parties have agreed to do as follows:

**SECTION I. The Local Main Street Program agrees to:**

1. Maintain the local program's focus on the revitalization of the designated Main Street district utilizing the Main Street Approach™. This focus should be reflected in the programs annual plan of action, goals and objectives, vision, and mission statement.
2. Employ a paid full-time Executive Director for the Local Main Street Program who will be responsible for the day-to-day administration of the Local Main Street Program in the community. Full-time employment is defined as 40 hours per week dedicated to the Local Main Street Program work. Part time employment is 25 hours per week dedicated to the Local Main Street Program work. The Local Main Street Program and City will work to the best of their ability to provide professional support, competitive compensation, and benefits for the Executive Director position. In the event this position is vacated during the time of this agreement, the Local Main Street Program agrees to fill this position in a reasonable time and provide a written timeline to fill this position to the Main Street Iowa State Coordinator.
3. Develop an accurate position description which includes the rate of compensation and describes the professional activities for which the Executive Director is responsible. A copy of which is to be provided to Main Street Iowa annually.
4. Maintain worker's compensation insurance for the Executive Director and staff.
5. Maintain an office within the designated boundaries of the local Main Street district.
6. Submit monthly performance reports to the IEDA by established deadlines. The reports will document the progress of the Local Main Street Program's activities. Should a Local Main Street Program become three months tardy on submission of monthly reports, program services available through Main Street Iowa will be suspended until the Local Main Street Program has submitted all late reports to become current.
7. Provide Main Street Iowa electronic (via email, web cloud, etc.) examples of local best practices and information demonstrating local success stories (e.g. action plans, marketing materials, quality images, programmatic documents, etc.)
8. Achieve Main Street America National Accreditation at a minimum once every two years. Not achieving Main Street America accreditation at a minimum once every two years will result in termination of this agreement and loss of recognition as a Main Street Program. Details of Main Street America National Accreditation Standards of Performance can be found on the Main Street America website: [www.mainstreet.org](http://www.mainstreet.org)
9. Participate, as required by Main Street Iowa, in training sessions as scheduled throughout the year. To remain in compliance and to be eligible for Main Street America accreditation, the Local Main Street Program must have representation at both days, in their entirety, of the three (3) training sessions held annually,

## Item G.2.r.

Agreement # PS2019 -G300-06

indicated as mandatory on the program calendar. In addition, any newly hired Executive Director will be required to participate in Main Street Orientation, as soon after the hire date as feasible. Registration and all related travel expenses for training will be paid by the Local Main Street Program.

10. Work with the City to pass a Resolution of Support of the Local Main Street Program. This resolution must stipulate sources of funding for the program, a commitment to appoint a city official to represent the City on the local Main Street governing board of directors, and that the City will continue to follow the Main Street Approach™ as developed by Main Street America and espoused by Main Street Iowa for Main Street district revitalization.
11. Have a Resolution of Support passed by the Local Main Street Program Board of Directors. This resolution must stipulate a commitment to continue Main Street district revitalization following the Main Street Approach™ as developed by the Main Street America and espoused by Main Street Iowa.
12. Maintain a "Designated Main Street Network" membership with Main Street America.
13. Use the words "Main Street" when referring to and marketing the local program, either as an official part of the organization's name or as a tagline such as... "A Main Street Iowa Program". As a designated Main Street Iowa community, the Local Main Street Program is required to include the Main Street America and the Main Street Iowa logos on local program communication materials.
14. Promote the revitalization of the Main Street district through advocacy of tools and resources that support district investment, for example: development incentives, ordinances and policy that promote the revitalization of the district, design guidelines or standards that promote the protection of the traditional character of the district, district development planning, etc.
15. Submit with this signed Program Agreement, one (1) copy the City's Resolution of Support, one (1) copy of the Local Main Street Program Board of Director's Resolution of Support, (1) copy of the Executive Director's current job description, and one (1) completed W-9 of the Local Main Street Program.
16. Not assign this agreement to another organization without obtaining prior written approval of the IEDA.
17. Remain in compliance with the requirements of Main Street Iowa as outlined in this agreement. If the IEDA finds that the Local Main Street Program is not in compliance with the requirements of this program agreement:
  - a. The Local Main Street Program and City will be notified of non-compliance with an "Initial Warning" and given a 90-day probationary period in which to return to compliance. The Initial Warning will include a summary of non-compliant items and provide guidance on how to resolve the issues. During this probationary period, all Main Street Iowa services, with the exception of targeted technical assistance to help the Local Main Street Program mitigate non-compliant items, will be suspended, including eligibility for Main Street Iowa grant applications, awards nominations, and onsite technical assistance. The Local Main Street Program will be reevaluated by Main Street Iowa 90 days following the Initial Warning.
  - b. If the Local Main Street Program has failed to return to compliance as noted in the initial warning, Main Street Iowa may issue a Final Warning and given a second 90-day probationary period in which to return to compliance.
  - c. If the Local Main Street Program is not in compliance within 90 days after the Final Warning, Main Street Iowa may terminate this agreement with the local program. Notice of official termination will be made by a letter of notification from IEDA to the Local Main Street Program, City, and Main Street America. Termination of this agreement will result in the loss of recognition as a Main Street Iowa Program and discontinuation all Main Street Iowa services, activities provided in this agreement, and will cease using the trademarked brand "Main Street" and/or "Main Street Program" in its name or as part of its organization's identity. Once this agreement is terminated, the community must reapply for Main Street Iowa designation before it can receive Main Street Iowa program services.



**SECTION II. The CITY agrees to:**

1. Support and partner with the Local Main Street Program's focus on the revitalization of the designated Main Street district utilizing the Main Street Approach™.
2. Invest financially into the operation of the Local Main Street Program.
3. Pass a Resolution to demonstrate the City's support of the Local Main Street Program. This resolution must stipulate sources of funding for the program, a commitment to appoint a city official to represent the City on the Local Main Street Program governing board of directors, and that the City will continue to follow the Main Street Approach™ as developed by the Main Street America and espoused by Main Street Iowa for local Main Street district revitalization efforts.
4. Support the revitalization of the Main Street district through creation of tools and resources that support district investment, for example: development incentives, ordinances and policy that promote the revitalization of the district, design guidelines or standards that promote the protection of the traditional character of the district, district development planning, etc.
5. Support the Local Main Street Program in the completion of the annual Main Street America Accreditation process and compliance with this agreement.

**SECTION III. The IEDA agrees to:**

1. Administer the Main Street America Accreditation process in Iowa on behalf of Main Street America and recognize Local Main Street Programs and Cities who successfully meet the Main Street America Accreditation Standards.
2. Maintain a team of downtown revitalization specialists, including a Main Street Iowa State Coordinator, to handle communication between the Local Main Street Program, City, the Main Street Iowa Program, and state government agencies.
3. Coordinate at least three (3) statewide training sessions annually for the Local Main Street Program and City based on the combined needs of all Iowa Main Street Communities.
4. Conduct at least three one-day Main Street orientations for all new Executive Directors, board members and volunteers. The Orientation will introduce the Executive Director and Local Main Street Program volunteers and board members to the Main Street Program and to their immediate responsibilities. Orientation meetings will be held in a central Iowa location.
5. Conduct an on-site partnership visit at least once every two years.
6. Provide continuing advice and information to the Local Main Street Program and City.
7. Include the Local Main Street Program and City in the Main Street Iowa network.
8. Provide, as requested and can be scheduled, on-site technical assistance visits to the Local Main Street Program and City with Main Street Iowa personnel in the areas of design, economic vitality, promotion, organization, committee training, board planning retreat facilitation, and action planning.
9. Offer additional optional, regionally hosted trainings throughout the year.

**SECTION IV. The PARTIES hereto otherwise agree as follows:**

1. The term of this agreement shall be for a period of eighteen months, beginning July 1, 2018, and ending December 31, 2019. It may be extended or revised by a written amendment signed by all three parties.
2. This agreement shall be binding upon and shall insure to the benefit of the parties and their successors.

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3. Not to discriminate against any employee or applicant for employment because of race, color, sex, age, disability, creed, religion, sexual orientation, marital status, or national origin. The parties further agree to take affirmative action to assure that employees are treated without regard to their race, color, region, sex, age, disability, creed, religion, sexual orientation, marital status, or national origin during employment.
4. Any one party may terminate this agreement without cause after 30 days written notice to the other two parties.
5. This document memorializes all elements of this agreement, and both incorporates and supersedes any previous agreements or negotiations, whether oral or written.
6. The IEDA is limited to furnishing its technical services to the Local Main Street Program and City and thus nothing contained herein shall create any employer-employee relationship.

**IN WITNESS WHEREOF, the parties have executed this agreement.**

BY: \_\_\_\_\_ (Date) \_\_\_\_\_  
(Mayor Signature)

\_\_\_\_\_  
(Mayor Printed Name) Cedar Falls, Iowa  
(City)

BY:  \_\_\_\_\_ (Date) \_\_\_\_\_  
(Board President Signature)

LeAnn Saul  
(Board President Printed Name) Community Main Street Inc.  
(Local Main Street Program)

BY: \_\_\_\_\_ (Date) \_\_\_\_\_  
Deborah V. Durham, Director  
Iowa Economic Development Authority

**RESOLUTION**

**Cedar Falls Iowa City Council**

*Resolution of Support and Financial Commitment for the Main Street Program in Cedar Falls, Iowa*

WHEREAS, an Agreement between the Iowa Economic Development Authority, Community Main Street and the City of Cedar Falls, Iowa for the purpose of continuing the Main Street Iowa program in Cedar Falls, Iowa and,

WHEREAS, this Agreement is pursuant to contractual agreements between Main Street America and the Iowa Economic Development Authority to assist in the revitalization of the designated Main Street project area of Cedar Falls, Iowa and,

WHEREAS, the City Council of Cedar Falls endorses the goal of economic revitalization of the designated Main Street District within the context of preservation and rehabilitation of its historic buildings and supports the continuation of the Main Street Approach™ as developed by Main Street America and espoused by Main Street Iowa.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Cedar Falls, Iowa, meeting in regular session on \_\_\_\_\_ (date) that the City of Cedar Falls hereby agrees to support both financially and philosophically the work of Community Main Street and designates the Main Street Board to supervise the Executive Director and commits to appoint a city official to represent the City on the local Main Street Board. The source of funds to support Community Main Street will be FY19 Economic Development Grant funding and Self Supportive Municipal Improvement District funding.

PASSED, APPROVED, AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Mayor Jim Brown



**DEPARTMENT OF COMMUNITY DEVELOPMENT**

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-273-8600  
Fax: 319-273-8610  
[www.cedarfalls.com](http://www.cedarfalls.com)

**INTEROFFICE MEMORANDUM**  
*Administration Division*

**TO:** Mayor Brown & City Council  
**FROM:** Stephanie Houk Sheetz, Director of Community Development  
**DATE:** May 17, 2018  
**SUBJECT:** Amendment #2 River Place Properties, LC Development Agreement

In July 2012, the City of Cedar Falls and River Place Properties, LC entered into an Agreement for Private Development pertaining to the mixed use development of the State Street Corridor (100-300 blocks) along with property formerly known as the Broom Factory site. In early 2016, the Development Agreement was amended to extend the deadline for the proposed development on the former Broom Factory site to December 31, 2018 (the original agreement anticipated completion in 2015) and also address construction easements needed by the City for the Downtown Levee Improvement Project.

At this time an amendment is sought for several reasons. The City desired clarity in the timeline for completion of the Plaza. An updated Master Plan was adopted in early 2016, along with approval of MU2 and the Plaza site plans. This amendment also updates several exhibits to reflect the current Master Plan, extends the hotel's deadline from December 31, 2018 to June 1, 2019, includes extension of a temporary construction easement for the levee on the Hawkeye Hotels property through October 1, 2018, and provides an easement to the hotel to reconstruct the trail north of them (per their site plan). It further identifies that temporary easement dates may need to adjust based on unavoidable delays such as weather, flooding, railroad, or other issues.

The levee project was bid in late 2017 and the hotel project recently gained site plan approval and is looking to start building soon. Therefore we will be coordinating closely for the benefit of both projects.

A public hearing is not required because there is no change in the financial incentive from the City, per Section 9 of the attached Second Amendment to the River Place Developmental Agreement. The attorney fees to complete this amendment are proposed to be split among the three parties: River Place, Hawkeye Hotels & the City since each entity benefits from the changes.

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The Community Development Department recommends approval of the Second Amendment to the River Place Developmental Agreement. Please contact me with any questions. This agreement and all easements and agreements attached will then be signed and recorded.

xc: Ron Gaines, PE, City Administrator  
Stephanie Sheetz, Director of Community Development  
Kevin Rogers, City Attorney  
Nathan Overberg, Ahlers Law Office  
Mark Kittrell, River Place Properties  
Om Patel, Hawkeye Hotels

Prepared by and return to: Nathan Overberg, Ahlers & Cooney, P.C., 100 Court Avenue, Suite 600, Des Moines, Iowa 50309, (515) 246-0329

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*SPACE ABOVE THIS LINE FOR THE RECORDER*

**SECOND AMENDMENT TO  
AGREEMENT FOR PRIVATE DEVELOPMENT  
BY AND BETWEEN  
THE CITY OF CEDAR FALLS AND RIVER PLACE PROPERTIES LC**

This Second Amendment ("Amendment") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2018, to the AGREEMENT FOR PRIVATE DEVELOPMENT ("Agreement") dated July 16, 2012, between the CITY OF CEDAR FALLS, IOWA ("City") and RIVER PLACE PROPERTIES LC ("Developer"). Unless otherwise defined herein, all capitalized terms shall have the meanings set forth in the Agreement, as previously amended.

WHEREAS, pursuant to Resolution No. 18166 the City previously approved the Agreement, in which the City agreed to make payments of Economic Development Grants, and transfer certain property (the "Mill Race Property" and the "State Street Property" collectively referred to as the "City Property") to the Developer, who would then cause the construction of various residential, commercial and mixed use buildings and amenities on the City Property and other land acquired by the Developer from third parties (the "RPP Property"); and

WHEREAS, as contemplated by the Agreement, following transfer of the Mill Race Property by the City to Developer, Developer transferred the Mill Race Parcel, which included the Mill Race Property and the RPP Property, to Western Home Independent Living Services, Inc. ("Western"), to enable the construction of townhomes and condos (the "MRC1 Phase" and "MRC2 Phase" projects) on the Mill Race Parcel, which projects were required under the Agreement to have a minimum assessed value of at least \$5,000,000 as of January 1, 2016; and

WHEREAS, the MRC1 Phase and MRC2 Phase projects have not been initiated and are no longer being pursued by the parties; and

WHEREAS, by Resolution No. 19,851 on February 1, 2016, the City approved an initial Amendment to the Agreement ("First Amendment"), which First Amendment had been executed

## Item G.2.s.

by Developer and Western and pursuant to which the parties agreed that, among other things: (a) Developer and Western would construct a Hotel Facility on the Mill Race Parcel to be completed by December 31, 2018; (b) the minimum assessed value established for the Mill Race Parcel in the Minimum Assessment Agreement would be assessed on January 1, 2019; (c) Western shall grant the city, at no charge, temporary construction easements on the Mill Race Parcel to allow for construction of a levee project described in Section 7.9 of the Agreement; and (d) Western shall transfer Parcel H to the City, at no cost to the City; and

WHEREAS, following the execution of the First Amendment, Western transferred the Mill Race Parcel to Broomstick Lodging, LLC ("Owner"), which Owner expressly assumed or hereby assumes Western's obligations under the Agreement, as previously amended; and

WHEREAS, the City, Developer, and Owner wish to amend the Agreement a second time to, among other things, (a) update the list of Phases and Amenities contemplated under the Agreement; (b) provide additional terms with respect to the construction of the River Place Plaza as an Amenity under the Agreement; (c) update the terms of a License Agreement related to Parking Amenities constructed under the Agreement; (d) clarify obligations related to the construction of a public alley; (e) provide for additional easements to be provided to the City by Developer; and (f) update the completion date and assessment date for the Hotel Facility on the Mill Race Parcel and extend the length of the temporary construction easement on said parcel.

NOW, THEREFORE, it is agreed by the parties:

1. **DEFINITIONS.** All capitalized words used herein and not specifically defined shall have the same definitions as in the Agreement, as amended by the First Amendment.

2. **UPDATE EXHIBITS B AND B-1.** Exhibit B to the Agreement provided a list of Project Phases. Exhibit B-1 to the Agreement provided a list of Amenities to be constructed as part of the Project. The parties desire to update Exhibits B and B-1 to reflect the facts as of the date this Second Amendment is executed. Therefore, Amended Exhibit B attached hereto as part of Exhibit 1 to the Second Amendment shall replace Exhibit B to the Agreement in its entirety, and any reference to Exhibit B in the Agreement shall be a reference to the Amended Exhibit B attached to this Second Amendment. Likewise, Amended Exhibit B-1 attached hereto as part of Exhibit 1 to the Second Amendment shall replace Exhibit B-1 to the Agreement in its entirety, and any reference to Exhibit B-1 in the Agreement shall be a reference to the Amended Exhibit B-1 attached to this Second Amendment.

3. **PLAZA CONSTRUCTION.** One of Developer's obligations under the Agreement includes the construction of certain Amenities consistent with Section 3.1 of the Agreement. The parties desire to set forth in this Second Amendment specific terms related to the construction of one of those Amenities – the River Place Plaza Amenity. Therefore, without restricting or otherwise limiting the general obligations set forth in Section 3.1 of the Agreement, the parties hereby agree as follows:

a. **The Location.** The River Place Plaza Amenity shall be located on the State Street Property as depicted in the Master Plan ("River Place Plaza Location") attached hereto as Exhibit 2 to the Second Amendment.



b. City Plaza Construction.

i. Contingent on the Developer's compliance with the terms of the Agreement, as amended, the City intends to construct that portion of the River Place Plaza Amenity depicted on Page U.15 of FL-000-1975 2017 Levee/Floodwall System Improvements construction plans attached hereto as Exhibit 3 to the Second Amendment ("City Plaza Construction"). The City agrees to use its best efforts, consistent with its obligations under the Code of Iowa and subject to Unavoidable Delays, to cause the City Plaza Construction to be completed by December 31, 2018.

ii. Developer shall convey, at no cost to the City, such easements as may be necessary for the construction and maintenance of the City Plaza Construction, including easements consistent with Exhibit 10 to the Second Amendment attached hereto, and cooperate with the City in the construction and maintenance of the City Plaza Construction.

iii. Developer shall pay the City for all costs incurred by the City in constructing that portion of the City Plaza Construction that is on property owned by the Developer or depicted as being outside the "City Pay Limits" on Exhibit 3. Those costs to be paid by Developer are currently estimated to be \$250,602 and are outlined on Exhibit 4 to the Second Amendment. The actual amount to be paid by Developer shall be determined by the City upon completion of the City Plaza Construction and the City shall provide a written invoice to the Developer containing the final amount to be paid by Developer. The Developer shall pay the full amount invoiced by the City on or before July 1, 2020. In the event the Developer fails to pay the full, invoiced amount on or before July 1, 2020, then in addition to any other remedy provided for under the terms of the Agreement, the City may deduct any unpaid amount from any remaining Economic Development Grants that would otherwise be paid to Developer under Article IX of the Agreement.

c. Developer Plaza Construction.

i. With the exception of that portion of the River Place Plaza Amenity to be constructed by the City under Section 3(b), above, Developer shall construct the remainder of the River Place Plaza Amenity in substantial conformance with the Site Plan attached hereto as Exhibit 5 to the Second Amendment ("Developer Plaza Construction"). Developer shall be responsible for the full cost of constructing and maintaining the Developer Plaza Construction. The Developer Plaza Construction shall be completed according the following schedule:

A. Construction Phase I. By July 1, 2019, Developer shall complete construction of a temporary City recreation trail between the levee and State Street. By July 1, 2020, Developer shall complete the remediation of any environmental issues impacting the River Place Plaza Location. Nothing in this Second Amendment should be interpreted as altering Section 4.10 of the Agreement.

## Item G.2.s.

B. Construction Phase II. Developer shall initiate construction on the remainder of the Developer Plaza Construction on or before April 1, 2020, and shall complete the Developer Plaza Construction on or before July 1, 2021, including a permanent City recreation trail between the levee and State Street.

C. Construction Plans. Developer must submit Construction Plans (as defined in the Agreement) at least ninety (90) days prior to commencing construction work on any portion of the Developer Plaza Construction. Developer shall not initiate construction on any portion of the Developer Plaza Construction without first receiving written approval from the City for the Construction Plans for that portion of the project. The parties agree that the Developer Plaza Construction will not include previously discussed infrastructure to support ice, sound system, and water amenities on the River Place Plaza Location.

ii. Should Developer fail to satisfy any of the deadlines set forth in Section 3(c)(i), above, such failure shall be an Event of Default under the Agreement, and should Developer fail to cure such Event of Default within thirty (30) days of receiving written notice from the City of such Event of Default, then, in addition to any other remedies available under the Agreement, the City shall be entitled to: (a) have full, unfettered access to the River Place Plaza Location for purposes of completing construction of the Developer Plaza Construction, and Developer shall execute all necessary documents to provide City with such access; (b) complete construction of the Developer Plaza Construction; and (c) deduct any costs incurred by the City in completing the Developer Plaza Construction from any remaining Economic Development Grants that would otherwise be paid to Developer under Article IX of the Agreement.

d. Public Access. Consistent with any existing Public Access Easement(s), including but not limited to those recorded with the Black Hawk County Recorder at 2016-00019432, Developer shall provide public access to the River Place Plaza Amenity for prescheduled or annual events upon reasonable notice from Community Main Street and at no cost to Community Main Street. Developer agrees to execute any additional documents reasonably necessary to effectuate this public access.

4. **PARKING AMENITIES.** One of Developer's obligations under the Agreement includes the construction of certain Parking Amenities consistent with Section 3.2 of the Agreement. The City acknowledges that Developer has completed the construction of the Second and State Parking Lot ("Public Parking Lot") depicted on the Master Plan, attached hereto as Exhibit 2 to the Second Amendment, and Developer has entered into a license agreement with the City with respect to the public's use of the Public Parking Lot dated July 16, 2012 ("License Agreement"). As such, the City hereby confirms that Developer has satisfied its obligation to construct the Second and State Parking Amenity described in Section 3.2 of the Agreement. In addition, with respect to Parking Amenities:

a. Parking requirements shall continue to be included as part of the Construction Plans for each Phase/Amenity.

b. Contemporaneous with their execution of this Second Amendment, the Developer and City shall execute the Amendment to the License Agreement attached hereto as Exhibit 7 to the Second Amendment. In addition, contemporaneous to the execution of this Second Amendment, the Developer shall provide to the City a permanent access easement, in a form acceptable to the City and at no cost to the City, for the maintenance of the Public Parking Lot.

c. The City shall assume responsibility for reconstructing the public alley (“Public Alley”) depicted on the Master Plan (attached hereto as Exhibit 2 to the Second Amendment), and the three (3) remaining parking spaces adjacent to the Public Alley contemplated by the Master Plan but not completed by the Developer as part of the construction of the Public Parking Lot (“Alley Spaces”). With respect to the City’s construction of the Alley Spaces:

i. Contemporaneous to the execution of this Second Amendment, Developer shall convey, at no cost to the City, such easements as may be necessary for the construction and maintenance of the Alley Spaces in the form of Exhibit 6 to the Second Amendment (the Public Alley is on City property and will remain public property and therefore an easement from Developer is not necessary for its completion/maintenance), and cooperate with the City in the construction and maintenance of the Public Alley and Alley Spaces.

ii. Developer shall pay the City for all costs incurred by the City in constructing the Alley Spaces. The amount to be paid by Developer shall be determined by the City upon completion of the construction of the Public Alley and Alley Spaces, and the City shall provide a written invoice to the Developer containing the final amount to be paid by Developer. The Developer shall pay the full amount invoiced by the City within sixty (60) days of the receipt of the invoice. In the event the Developer fails to timely pay the full, invoiced amount, then in addition to any other remedy provided for under the terms of the Agreement, the City may deduct any unpaid amount from any remaining Economic Development Grants that would otherwise be paid to Developer under Article IX of the Agreement.

5. **ADDITIONAL EASEMENTS.** In addition to easements contemplated by Section 3.3 of the Agreement or any other term of the Agreement or any amendment thereto, Developer shall provide to the City, at no cost to the City and in a form acceptable to the City:

a. A permanent easement for public use of any portion of the City’s recreation trail that traverses property owned by the Developer as depicted on the Master Plan (attached hereto as Exhibit 2 to the Second Amendment).

b. A utility easement, if needed, for underground improvements.

c. Any and all easements reflected in the Final Plat River Place 3rd Addition, attached hereto as Exhibit 9 to the Second Amendment.

## Item G.2.s.

6. **UPDATE TO FIRST AMENDMENT REGARDING DEADLINE TO COMPLETE CONSTRUCTION OF HOTEL FACILITY.** In the First Amendment to the Agreement, the Developer, Western, and City agreed that Developer and Western shall complete the construction of a Hotel Facility on the Mill Race Parcel by December 31, 2018, and that a failure to satisfy this deadline would trigger a variety of remedies. The parties to the First Amendment also agreed, however, that “if significant progress towards the commencement of construction for the Hotel Facility has been made prior to January 1, 2018, the parties may move to further amend the Agreement to allow for one additional year for the completion of the Hotel Facility, upon the mutual agreement of all parties in writing.” Because sufficient progress toward the commencement of construction has been completed, the City, Developer, and Owner (which hereby assumes Western’s obligations under the Agreement as amended by the First Amendment) hereby agree to extend the deadline for completing construction of the Hotel Facility as set forth in Section 3 of the First Amendment from December 31, 2018 to October 31, 2019. The remaining terms and conditions set forth in the First Amendment with respect to the construction of the Hotel Facility, including the remedies available to the City in the event the Developer and Owner fail to complete construction of the Hotel Facility by the revised completion date, remain in full force and effect.

7. **UPDATE TO FIRST AMENDMENT REGARDING MINIMUM ASSESSMENT AGREEMENT.** As a result of the extension of the completion deadline for the Hotel Facility described in Section 6 above, and notwithstanding anything to the contrary contained in the Agreement, the City, Developer, and Owner agree to extend the date by which the Mill Race Parcel (including the Hotel Facility) must have a minimum assessed value of \$5,000,000, as referenced in Sections 4.9(a) (1) and 7.10 of the Agreement and Section 4 of the First Amendment, to January 1, 2020. The City, Developer, and Owner agree to amend for a second time (“MAA Amendment No. 2”) the previously executed Minimum Assessment Agreement using the form of amendment shown in Exhibit 8 to the Second Amendment, which Exhibit 8 shall be executed by the parties simultaneous to this Amendment.

8. **MILL RACE PARCEL CONSTRUCTION COORDINATION.** The City, Developer, and Owner agree to coordinate the construction work performed on the Mill Race Parcel with respect to the construction of the levee project (described in Section 7.9 of the Agreement and detailed in the FL-000-1975 2017 Levee/Floodwall System Improvements construction plans) and the Hotel Facility so as to minimize interruptions or delays to the completion of either project to the greatest extent reasonably possible. Consistent with that coordination:

- a. Owner and City hereby acknowledge the continued validity of the temporary construction easement over and upon the Mill Race Parcel recorded with the Black Hawk County Recorder at 2018-00013982, and agree to be bound thereby. The parties acknowledge that this easement is necessary to complete Segment 2 of the levee project, which Segment 2 is anticipated to be completed by June 30, 2018. If Unavoidable Delays prevent the completion of Segment 2 by June 30, 2018, Owner agrees to extend the existing easement by the number of days that the conditions creating the Unavoidable Delay persists. This easement shall terminate upon completion of Segment 2 and prior to vacating the property the City shall return the property to its prior condition (rough graded).

b. Owner shall execute, simultaneous with this Second Amendment, a temporary construction easement over a portion of the Mill Race Parcel through October 1, 2018 (with such further extensions as may be mutually agreed upon) using the form of Amended Temporary Easement located in Exhibit 11 to the Second Amendment attached hereto, which shall be filed in the office of the Black Hawk County Recorder by the City. The parties acknowledge that this easement is necessary to complete Segment 3 of the levee project, which Segment 3 is anticipated to be completed by October 1, 2018. If Unavoidable Delays prevent the completion of Segment 3 by October 1, 2018, Owner agrees to extend the easement by the number of days that the conditions creating the Unavoidable Delay persists. This easement shall terminate upon completion of Segment 3 and prior to vacating the property the City shall return the property to its prior condition (rough graded).

c. Owner shall provide uninterrupted, 24-hour per day, access for the City's contractors and their construction equipment to the levee construction site (either via Main Street, West 1<sup>st</sup> Street, or both) through the term of the easements described in this Section 8. It is anticipated that Owner shall construct a temporary construction access to the levee construction site from Main Street that will allow the City's contractors and their construction equipment reasonable access to the levee construction site. Access to the levee construction site via West 1<sup>st</sup> Street shall not be interrupted until the Main Street access is operational and available to the City's contractors. Any interruption in access to the levee construction site for the City or its contractors shall (i) qualify as an Unavoidable Delay requiring Owner to extend the applicable easement under Section 8 (a) or (b) above by the period of interruption; and (ii) if extended beyond fifteen (15) days in the aggregate, such interruption shall constitute an Event of Default under the Agreement.

d. The City shall be responsible for removing the existing recreational trail near the construction site for Segment 3 of the levee project during the construction of the levee and Hotel Facility projects, and the Owner shall reconstruct the recreational trail near Segment 3 of the levee consistent with any approved site plan for the Hotel Facility.

9. **AGREEMENT RATIFIED.** Except as amended and/or modified by this Second Amendment, the Agreement, as previously amended, is hereby ratified and confirmed and all other terms of the Agreement shall remain in full force and effect. No extensions or revisions shall apply to the potential payment of Economic Development Grants pursuant to Article IX of the Agreement. No Economic Development Grants will be available for any fiscal years after July 1, 2027.

10. **FEES AND COSTS.** Developer and Owner shall each pay, upon demand, one third (1/3) of the City's costs and attorney fees incurred in connection with the drafting, execution, and recording of this Second Amendment and the exhibits hereto (for purposes of clarity, in the aggregate Developer and Owner will pay 2/3 of the City's costs and attorneys fees).

IN WITNESS WHEREOF, the City has caused this Amendment 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

**Item G.2.s.**

Clerk, and Developer and Owner have each caused this Amendment to be duly executed in their name and behalf by their authorized representatives, all on or as of the date first written above.

(SEAL)

**CITY OF CEDAR FALLS, IOWA**

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

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, CMC, City Clerk

STATE OF IOWA )  
 ) SS  
COUNTY OF BLACK HAWK )

On this \_\_\_\_ day of \_\_\_\_\_, 2018, 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







**EXHIBIT 1 TO THE SECOND AMENDMENT  
AMENDED EXHIBIT B**

**EXHIBIT B**

**RIVER PLACE PHASES** (Actual and Anticipated Construction Value, including land)

<b>PROJECT NAME</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>TOTAL</b>	<b>NOTES</b>
MU1 (200 State Street)			\$7,500,000					\$7,500,000	10 1BR, 20 Studios 10,000 SF Office 10,000 SF Commercial
MU2 (100 E. Second Street)							\$ 10,000,000	\$ 10,000,000	10 1BR, 14 Studios 10,600 SF Office 10,000 SF Commercial
SSR1 (300 State Street)	\$ 4,000,000							\$ 4,000,000	21 2BR lofts
SSR2 (250 State Street)					\$ 9,000,000			\$ 9,000,000	27 1BR, 12 2BR, 3 3BR fitness center and common areas
Hampton Inn (First/Main)							\$ 10,000,000	\$ 10,000,000	127 room hotel
<b>Private Development Total</b>	<b>\$ 4,000,000</b>		<b>\$ 7,500,000</b>		<b>\$ 9,000,000</b>		<b>\$ 20,000,000</b>	<b>\$ 40,500,000</b>	

Exhibit 1-1

Execution Version

# Item G.2.s.

## EXHIBIT 1 TO THE SECOND AMENDMENT, continued

### AMENDED EXHIBIT B-1

#### EXHIBIT B-1

#### CEDAR FALLS RIVER PLACE AMENITIES

DEVELOPMENT	RIVERFRONT	LEVEE	SITE	TOTAL	NOTES
<b>MILL RACE</b>					
Riverwalk Improvements (R1)					Removed by 2015 Master Plan Update
Mill Race Park (P2)					Removed by 2015 Master Plan Update
First Street Entrance Parking (P1)					Removed by 2015 Master Plan Update
Chamber Relocation			\$ 300,000	\$ 300,000	Relocation per Chamber agreement
Site Landscaping					Private developer responsibility
Riverwalk Improvements (R2)					Removed by 2015 Master Plan Update
Melendy Park Improvements (P3)					Removed by 2015 Master Plan Update
<b>Mill Race Total</b>			<b>\$ 300,000</b>	<b>\$ 300,000</b>	
<b>STATE STREET PROPERTY (100 block)</b>					
River Walk Improvements (R3)					Removed by 2015 Master Plan Update
River Place Event Center (RPC Phase)					Removed by 2015 Master Plan Update
2nd & State Parking			\$ 700,000	\$ 700,000	94 public parking spaces created
Site Landscaping					Private developer responsibility
100 block Main Street Alley			\$ 125,000	\$ 125,000	City of Cedar Falls CIP funded
<b>100 Block Total</b>			<b>\$ 825,000</b>	<b>\$ 825,000</b>	
<b>STATE STREET PROPERTY (200 block)</b>					
River Walk Improvements (R4)					Removed by 2015 Master Plan Update
River Place Plaza (P5)		\$ 300,000	\$ 300,000	\$ 600,000	Speciality paving, lighting, benches
Site Landscaping					Private developer responsibility
<b>200 Block Total</b>		<b>\$ 300,000</b>	<b>\$ 300,000</b>	<b>\$ 600,000</b>	
<b>STATE STREET PROPERTY (300 block)</b>					
River Walk Improvements (R5)					Removed by 2015 Master Plan Update
Screening/Landscaping (P6)					Private developer responsibility
Third Street Extension					Removed by 2015 Master Plan Update
Third Street Public Access					Removed by 2015 Master Plan Update
Site Landscaping					Private developer responsibility
<b>300 Block Total</b>					
<b>OVERALL AMENITIES</b>					
Other Amenities/Costs		\$ 100,000	\$ 100,000	\$ 200,000	Environmental remediation, River access/trail
<b>TOTAL PROJECT AMENITIES</b>				<b>\$ 1,925,000</b>	

Exhibit 1-2

Execution Version

EXHIBIT 2 TO THE SECOND AMENDMENT

RIVER PLACE MASTER PLAN



Exhibit 2-1

Execution Version



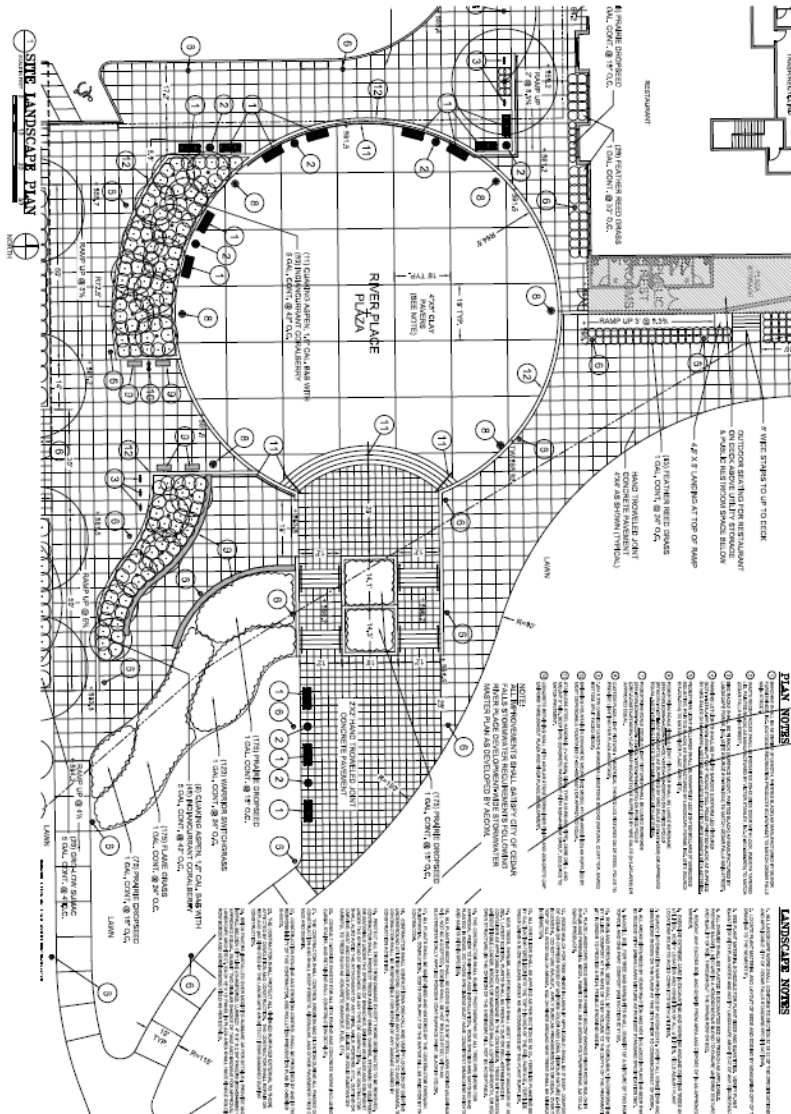
**EXHIBIT 4 TO THE SECOND AMENDMENT**

**ESTIMATED COSTS FOR CITY PLAZA CONSTRUCTION TO BE PAID BY DEVELOPER**

Cost Split for Levee and Plaza Plaza Quantities September 19, 2017									
ITEM NO.	ITEM	UNIT	ESTIMATED UNIT PRICE	QUANTITY	ESTIMATED COST	ACTUAL BID PRICE	QUANTITY	ESTIMATED COST	
40	PCC SIDEWALK, 6-INCH	SF	\$5.00	367.33	\$ 1,836.65	\$ 148.00	367.33	\$ 54,364.84	
41	PCC RECREATIONAL TRAIL, 6-INCH	SF	\$0.00	95.74	\$ 0.00	\$ 32.00	95.74	\$ 3,063.68	
42	STRUCTURAL CONCRETE	CY	\$ 1,000.00	54.83	\$ 54,830.00	\$ 552.00	54.83	\$ 30,266.16	
43	REINFORCING STEEL	LB	\$ 2.00	3220.74	\$ 6,441.52	\$ 1.40	3220.74	\$ 4,509.05	
44	CONCRETE RUSTICATION	SF	\$ 10.00	332.04	\$ 3,320.40	\$ 10.00	332.04	\$ 3,320.40	
46	CONCRETE STEPS	SF	\$ 100.00	663.12	\$ 66,312.00	\$ 138.00	663.12	\$ 91,510.56	
50	LIGHTING POLES, FOOTING ONLY	EACH	\$ 1,500.00	11.00	\$ 16,500.00	\$ 1,800.00	11.00	\$ 19,800.00	
51	ELECTRICAL HANDHOLES	EACH	\$ 500.00	4.00	\$ 2,000.00	\$ 500.00	4.00	\$ 2,000.00	
	TOTAL ESTIMATED PLAZA SHARED COST			5	\$ 174,394.07		5	\$ 208,834.70	

Add 20% Contingency: \$ 41,766.94  
 Estimated Plaza/Levee Cost: \$208,834.70  
 Total Escrow Amount: \$250,601.64

EXHIBIT 5 TO THE SECOND AMENDMENT  
 PLAZA SITE LANDSCAPE PLAN 3-7-16



**PLAN NOTES**

1. ALL PLANTINGS TO BE INSTALLED BY THE CONTRACTOR.
2. ALL PLANTINGS TO BE INSTALLED BY THE CONTRACTOR.
3. ALL PLANTINGS TO BE INSTALLED BY THE CONTRACTOR.
4. ALL PLANTINGS TO BE INSTALLED BY THE CONTRACTOR.
5. ALL PLANTINGS TO BE INSTALLED BY THE CONTRACTOR.
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10. ALL PLANTINGS TO BE INSTALLED BY THE CONTRACTOR.
11. ALL PLANTINGS TO BE INSTALLED BY THE CONTRACTOR.
12. ALL PLANTINGS TO BE INSTALLED BY THE CONTRACTOR.

**LANDSCAPE NOTES**

1. ALL PLANTINGS TO BE INSTALLED BY THE CONTRACTOR.
2. ALL PLANTINGS TO BE INSTALLED BY THE CONTRACTOR.
3. ALL PLANTINGS TO BE INSTALLED BY THE CONTRACTOR.
4. ALL PLANTINGS TO BE INSTALLED BY THE CONTRACTOR.
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10. ALL PLANTINGS TO BE INSTALLED BY THE CONTRACTOR.
11. ALL PLANTINGS TO BE INSTALLED BY THE CONTRACTOR.
12. ALL PLANTINGS TO BE INSTALLED BY THE CONTRACTOR.

NOT FOR CONSTRUCTION

RIVER PLACE PLAZA

**RITLAND-KUIPER**  
 LANDSCAPE ARCHITECTS  
 1000 UNIVERSITY AVENUE  
 WATERLOO, IOWA 52242  
 319-232-0580 www.Ritland-Kuiper.com

**ONITSHOT**  
 ARCHITECTURE  
 1000 UNIVERSITY AVENUE  
 WATERLOO, IOWA 52242  
 319-232-0580 www.Onitshot.com

L.102

**EXHIBIT 6 TO THE SECOND AMENDMENT**

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

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

The undersigned, River Place Properties, LC, an Iowa limited liability company (hereinafter "Grantor"), in consideration of One Dollar (\$1.00) and other valuable consideration, does hereby grant and convey to the City of Cedar Falls, Iowa, an Iowa municipality (hereinafter "Grantee"), its successors and assigns, a temporary construction easement over, under, and across the real estate legally described below, for purposes of construction, reconstruction and/or replacement of a public alley as well as additional parking spaces (hereinafter the "Project"), all pursuant to an Agreement for Private Development between Grantor and Grantee dated July 16, 2012, as amended, together with the right of ingress to and egress from the real estate described below, in order to perform all work and do all other things reasonably necessary to exercise all rights granted to Grantee in this easement, provided that such easement shall not unreasonably interfere with the use of the subject real estate by Grantor, its employees, agents, representatives, customers, tenants, owners or invitees.

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

Lot 4, River Place 3<sup>rd</sup> Addition, Cedar Falls, Black Hawk County, Iowa.

This easement shall be temporary in nature, terminating upon the completion of the Project but in no event later than one year after construction has begun. This easement shall benefit and shall be binding upon Grantor and Grantee, and their respective heirs, personal representatives, successors and assigns, and shall constitute a covenant that runs with the Grantor's land. If an easement is recorded, Grantee will release the said easement rights upon the completion of the Project.

Upon completion of the construction or other work of the Project undertaken by Grantee upon the above-described real estate, the Grantee shall be required to repair any and all damage to

**Item G.2.s.**

Grantor's real estate resulting from said construction or other work and replace or restore the Grantor's real estate to substantially the same condition existing prior to the entry by the Grantee or its agents, to the satisfaction of the Grantor, unless otherwise agreed in writing by the Grantor and Grantee. The Grantee agrees to defend and indemnify the Grantor for any claims related to the construction project, to the extent allowed by Iowa law.

Dated this 30th day of April, 2018.

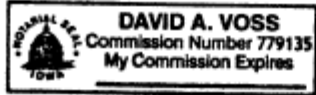
River Place Properties, L.C.

By: [Signature]

Its: Manager

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

This instrument was acknowledged before me on April 30, 2018, by DAVID KITRELL as Manager of River Place Properties, L.C.



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

My Commission Expires: 6/18/19

ACCEPTANCE OF EASEMENT AGREEMENT

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

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

CITY OF CEDAR FALLS, IOWA

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

ATTEST:

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



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

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

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

My commission expires: \_\_\_\_\_

**Item G.2.s.**

**EXHIBIT 7 TO THE SECOND AMENDMENT  
AMENDMENT TO THE LICENSE AGREEMENT**

This Amendment ("Amendment") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2018, to the LICENSE AGREEMENT ("License Agreement") dated July 16, 2012, between the CITY OF CEDAR FALLS, IOWA ("City") and RIVER PLACE PROPERTIES LC ("Developer"). Unless otherwise defined herein, all capitalized terms shall have the meanings set forth in the Agreement.

WHEREAS, on July 16, 2012, Developer and City entered into a License Agreement whereby the Developer agreed to permit parking on a portion of its property described in the License Agreement;

WHEREAS, the Developer has since completed the construction of a Public Parking Lot on said property; and

WHEREAS, the parties desire to amend the License Agreement to reflect the completion of the Public Parking Lot.

NOW, THEREFORE, it is agreed by the parties:

Section 1. Exhibit A to the License Agreement is hereby replaced in its entirety with the Amended Exhibit A to the License Agreement attached hereto.

Section 2. For purposes of the License Agreement, the term "Parking Area" or "Parking Areas" shall be defined as the "Public Parking Lot" depicted on the Amended Exhibit A.

Section 3. Except as amended and/or modified by this Amendment, the License Agreement is hereby ratified and confirmed and all other terms of the License Agreement shall remain in full force and effect.

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

(SEAL)

**CITY OF CEDAR FALLS, IOWA**

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

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, CMC, City Clerk

Exhibit 7-1

Execution Version

STATE OF IOWA )  
 ) SS  
COUNTY OF BLACK HAWK )

On this \_\_\_\_ day of \_\_\_\_\_, 2018, 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

**RIVER PLACE PROPERTIES LC**

By: \_\_\_\_\_  
Mark Kittrell, Member/Manager

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me the undersigned, a Notary Public in and for said County, in said State, personally appeared Mark Kittrell, to me personally known, who, being by me duly sworn, did say that he is the Member and Manager of River Place Properties LC and that said instrument was signed on behalf of said limited liability company; and that the said Member and Manager acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

\_\_\_\_\_  
Notary Public in and for such County & State

# Item G.2.s.

## Amended Exhibit A to License Agreement

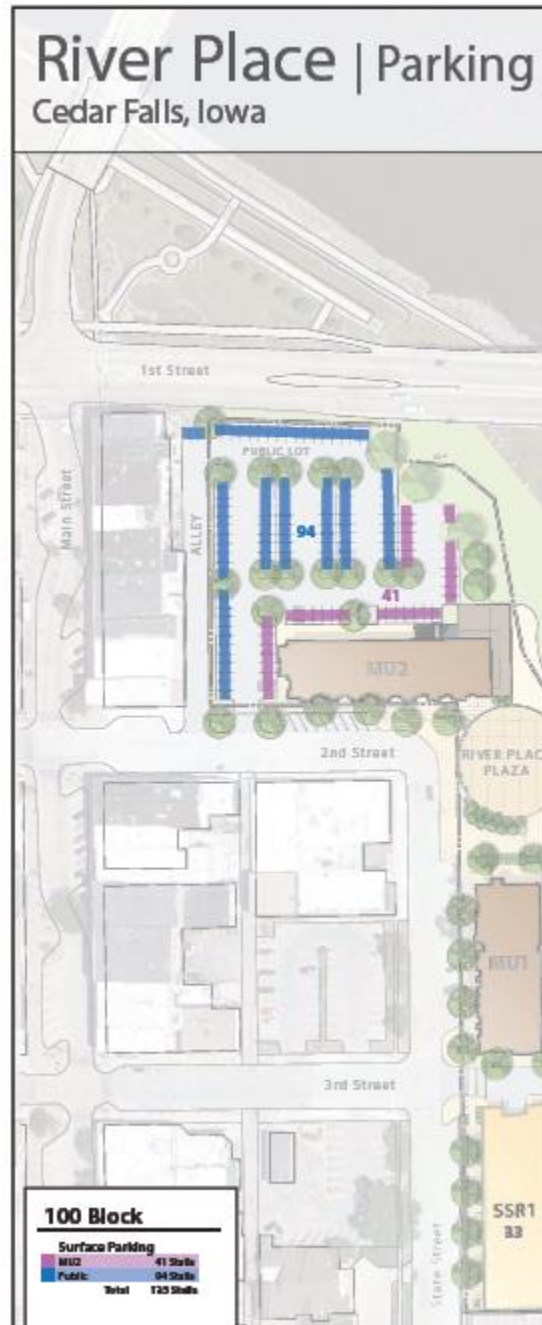


Exhibit 7-3

**EXHIBIT 8 TO THE SECOND AMENDMENT**

**AMENDMENT NO. 2 TO MINIMUM ASSESSMENT AGREEMENT**

THIS AMENDMENT NO. 2 TO MINIMUM ASSESSMENT AGREEMENT ("MAA Amendment No. 2") is dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and among the CITY OF CEDAR FALLS, IOWA (the "City"), RIVER PLACE PROPERTIES LC ("Developer") and BROOMSTICK LODGING, LLC ("Owner").

**WITNESSETH:**

WHEREAS, the City and Developer previously entered into an Agreement for Private Development dated as of July 16, 2012, (the "Agreement" or "Development Agreement"), which contained a Minimum Assessment Agreement ("Original Minimum Assessment Agreement") specifying the minimum actual value to be applied towards property described as the Mill Race Property and RPP Property (known collectively as the "Mill Race Parcel"), and the State Street Property, each legally described below:

**MILL RACE PROPERTY**

A PARCEL OF LAND SITUATED IN PART OF LOTS 2 OF AUDITOR’S MILL COMPANY PLAT AND PART OF LOTS 1, 2, AND 3 IN BLOCK 6 OF THE VILLAGE OF CEDAR FALLS (ORIGINAL TOWN OF CEDAR FALLS), AND PART OF THE ALLEY LYING BETWEEN LOTS 1 AND 2 IN BLOCK 6 OF THE VILLAGE OF CEDAR FALLS (ORIGINAL TOWN OF CEDAR FALLS) IN THE CITY OF CEDAR FALLS, COUNTY OF BLACK HAWK, STATE OF IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT THE NORTHWEST CORNER OF LOT 4 OF AUDITOR’S MILL COMPANY PLAT; THENCE SOUTH 64° (DEGREES) 20’ (MINUTES) 05” (SECONDS) EAST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION) ON THE NORTHEASTERLY LINE OF SAID LOT 4, A DISTANCE OF 166.27 FEET (166.00 FEET RECORD) TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE NORTH 54°28’28” EAST, 13.77 FEET (13.70 FEET RECORD) TO THE SOUTHEASTERLY LINE OF THE PARCEL OF LAND DESCRIBED IN DOCUMENT NUMBER 2010 016638 AND RECORDED IN THE OFFICE OF THE BLACK HAWK COUNTY RECORDER, BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE NORTH 26°05’09” EAST ON SAID SOUTHEASTERLY LINE, 31.36 FEET; THENCE SOUTH 45°58’05” EAST, 35.62 FEET; THENCE SOUTH 59°04’54” EAST, 81.35 FEET; THENCE SOUTH 27°51’10” EAST, 33.03 FEET; THENCE SOUTHERLY ON A 252.76-FOOT RADIUS CURVE CONCAVE EASTERLY AND HAVING A 97.13-FOOT LONG CHORD BEARING SOUTH 13°20’15” WEST, 97.74 FEET (ARC LENGTH); THENCE SOUTHWESTERLY ON A 47.00-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY AND HAVING A 63.88-FOOT LONG CHORD BEARING SOUTH 45°04’17” WEST, 70.24 FEET (ARC LENGTH); THENCE SOUTH 87°52’58” WEST, 221.02 FEET TO THE WEST LINE OF LOT 3 IN BLOCK 6 OF THE VILLAGE OF CEDAR FALLS (ORIGINAL TOWN OF CEDAR FALLS); THENCE NORTH 01°06’31” WEST ON SAID

## Item G.2.s.

WEST LINE, 88.97 FEET TO THE NORTHWEST CORNER OF LOT 3 IN BLOCK 6 OF THE VILLAGE OF CEDAR FALLS (ORIGINAL TOWN OF CEDAR FALLS); THENCE NORTH 70°47'35" WEST ON THE NORTHEASTERLY LINE OF THE VILLAGE OF CEDAR FALLS (ORIGINAL TOWN OF CEDAR FALLS), 145.95 FEET; THENCE NORTH 62°24'55" EAST, 60.81 FEET TO THE SOUTHWESTERLY LINE OF THE PARCEL OF LAND DESCRIBED IN DOCUMENT NUMBER 2010 016638 AND RECORDED IN THE OFFICE OF THE BLACK HAWK COUNTY RECORDER; THENCE SOUTH 66°51'58" EAST ON SAID SOUTHWESTERLY LINE, 202.15 FEET TO THE SOUTHEASTERLY LINE OF THE PARCEL OF LAND DESCRIBED IN DOCUMENT NUMBER 2010 016638 AND RECORDED IN THE OFFICE OF THE BLACK HAWK COUNTY RECORDER; THENCE NORTH 26°08'17" EAST ON SAID SOUTHEASTERLY LINE, 144.45 FEET TO THE POINT OF BEGINNING.

CONTAINING 46,491 SQUARE FEET OR 1.07 ACRES

### RPP PROPERTY

Certain property consisting of approximately 1 acre, located at the northwest corner of the intersection of West First Street and Main Street, in the City of Cedar Falls, Black Hawk County, State of Iowa more particularly described as follows: .

Lot No.3 in Auditor's Mill Company Plat, in the City of Cedar Falls, Black Hawk County, Iowa,

AND

All that part of Lot 2 and Lot 4 in Auditor's Mill Company Plat in Cedar Falls, Iowa, described as follows:

Commencing at the Northeast comer of Lot 4, thence N 55 degrees 30 minutes E 13.7 feet to the point of beginning; thence S 55 degrees 30 minutes W 13.7 feet to the northeast comer of Lot 4; thence N 63 degrees 45 minutes W 166.2 feet to the northwest corner of Lot 4; thence S 26 degrees 17 minutes W 166.4 feet to the. south line of Lot 2; thence S 69 degrees 25 minutes E 172.5 feet along the south line of Lot 2; thence N 26 degrees 17 minutes E to the point of beginning, containing approximately .6 acres.

EXCEPT ... Commencing at the northeast comer of Lot 4, Auditor's Mill Company Plat; thence North 63 degrees 45 minutes West along the northerly line of said Lot 4 a distance of 166.2 feet to the northwest comer of said Lot 4; thence South 26 degrees 17 minutes West along the westerly line of a tract of land recorded in City Lot Deed Book 604, page 945 in the Office of the Black Hawk County Recorder a distance of 140.00 feet to the point of beginning of the land to be described; thence continuing South 26 degrees 17 minutes West along the westerly line of said tract a distance of 26.4 feet to a point on the southerly line of said Lot 2, said point also being the southwest comer of said tract; thence South 69 degrees 25 minutes East along said southerly lot line a distance of 172.5 feet to the southeast corner of said tract; thence North 26 degrees 17 minutes East along the easterly line of said tract a distance of 17.00 feet; thence North 66 degrees 17 minutes 46 seconds West a distance of 171.82 feet to the point of beginning; containing 3,724 sq. ft.

Exhibit 8-2

Execution Version

AND

That part of Lots 2 and 4, Auditor's Mill Company Plat in the City of Cedar Falls, Iowa) described as follows:

Commencing at the northeast corner of said Lot 4; thence North 63 degrees 45 minutes West along the northerly line of said Lot 4 a distance of 166.2 feet to the point of beginning of the land to be described, said point also being the northwest corner of said Lot 4; thence South 26 degrees 17 minutes West along the westerly line of a tract of land recorded in City Lot Deed Book 604, page 945 in the Office of the Black Hawk County Recorder a distance of 140.00 feet; thence North 66 degrees 17 minutes 46 seconds West a distance of 35.00 feet; thence North 21 degrees 38 minutes 19 seconds West a distance of 20.26 feet; thence North 47 degrees 37 minutes 13 seconds East a distance of 137.42 feet to the point of beginning; containing 3750 sq. ft.

**STATE STREET PROPERTY**

A PARCEL OF LAND SITUATED IN PART OF LOTS 1, 10, 11, 12, 13, 14, 15 AND 16 OF AUDITOR'S MILL COMPANY PLAT, AND LOTS 6, 7, 8, AND 9 OF AUDITOR'S MILL COMPANY PLAT, AND PART OF RACE ROAD OF AUDITOR'S MILL COMPANY PLAT AND PART OF LOT 13 OF MILL SQUARE, AND LOTS 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 AND 24 OF MILL SQUARE, AND PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF CEDAR FALLS, COUNTY OF BLACK HAWK, STATE OF IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE INTERSECTION OF THE PRESENT NORTH RIGHT-OF-WAY LINE OF 2ND STREET AND THE PRESENT EAST RIGHT-OF-WAY LINE OF STATE STREET; THENCE SOUTH 89° (DEGREES) 35' (MINUTES) 21" (SECONDS) WEST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION) ON THE PRESENT NORTH RIGHT-OF-WAY LINE OF 2ND STREET, 240.86 FEET; THENCE NORTH 00°25'55" WEST, 280.91 FEET TO THE PRESENT SOUTH RIGHT-OF-WAY LINE OF 1ST STREET; THENCE SOUTH 87°57'02" EAST ON THE PRESENT SOUTH RIGHT-OF-WAY LINE OF 1ST STREET, 185.99 FEET; THENCE SOUTH 02°02'11" WEST ON THE PRESENT SOUTH RIGHT-OF-WAY LINE OF 1ST STREET, 34.36 FEET; THENCE SOUTH 84°27'41" EAST ON THE PRESENT SOUTH RIGHT-OF-WAY LINE OF 1ST STREET, 57.63 FEET; THENCE SOUTH 50°09'17" EAST, 49.47 FEET; THENCE SOUTH 10°21'22" EAST, 152.34 FEET; THENCE SOUTH 30°54'37" EAST, 156.02 FEET; THENCE SOUTH 32°30'27" EAST, 23.57 FEET; THENCE SOUTH 41°03'47" EAST, 70.76 FEET; THENCE SOUTH 36°11'54" EAST, 124.29 FEET; THENCE SOUTH 36°15'37" EAST, 95.00 FEET; THENCE SOUTH 28°48'45" EAST, 164.27 FEET; THENCE SOUTH 30°24'02" EAST, 189.90 FEET; THENCE SOUTH 26°54'23" EAST, 28.78 FEET TO THE PRESENT NORTH RIGHT-OF-WAY LINE OF 4TH STREET; THENCE SOUTH 89°23'18" WEST ON THE PRESENT NORTH RIGHT-OF-WAY LINE OF 4TH STREET, 155.78 FEET TO THE SOUTH PROLONGATION OF THE EAST LINE OF THE PARCEL OF LAND DESCRIBED IN FEE BOOK 200622997 AND RECORDED IN THE OFFICE OF THE BLACK HAWK COUNTY RECORDER; THENCE NORTH 00°34'49" WEST ON THE SOUTH PROLONGATION OF THE EAST LINE AND THE EAST LINE OF THE PARCEL OF LAND DESCRIBED IN FEE BOOK 2006 22997 AND RECORDED IN THE OFFICE OF THE BLACK HAWK COUNTY RECORDER, 76.60

## Item G.2.s.

FEET; THENCE SOUTH 89°23'50" WEST ON THE NORTH LINE OF THE PARCEL OF LAND DESCRIBED IN FEE BOOK 2006 22997 AND RECORDED IN THE OFFICE OF THE BLACK HAWK COUNTY RECORDER AND THE WEST PROLONGATION OF SAID LINE 357.27 FEET TO THE PRESENT EAST RIGHT-OF-WAY LINE OF STATE STREET; THENCE NORTH 00°44'49" WEST ON THE PRESENT EAST RIGHT-OF-WAY LINE OF STATE STREET, 595.13 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EASEMENTS OF RECORD.

CONTAINING 260,308 SQUARE FEET OR 5.98 ACRES.

(the "Mill Race Property" the "RPP Property" and the "State Street Property", collectively the "Development Property"); and

WHEREAS, construction on the Mill Race Parcel (which Parcel had been conveyed by Developer to Western Home Independent Living Services, Inc. ("Western")) was delayed, thereby resulting in the parties executing Amendment No. 1 to the Original Minimum Assessment Agreement in 2016 in order to postpone the substantial completion date for the Mill Race Parcel and also the first date that the Mill Race Parcel would be subject to a Minimum Actual Value; and

WHEREAS, following the execution of Amendment No. 1 to the Original Minimum Assessment Agreement, Western transferred the Mill Race Parcel to Broomstick Lodging, LLC ("Owner"), which Owner expressly assumed Western's obligations under the Original Minimum Assessment Agreement, as previously amended; and

WHEREAS, construction on the Mill Race Parcel has been delayed a second time and the parties wish to postpone once again the substantial completion date for the Mill Race Parcel and also the first date that the Mill Race Parcel will be subject to a Minimum Actual Value; and

WHEREAS, the City and the Assessor have reviewed the preliminary plans and specifications for a new hotel facility ("Hotel Facility") that is contemplated will be erected on the Mill Race Parcel.

NOW, THEREFORE, the parties to this MAA Amendment No. 2, in consideration of the promises, covenants and agreements made by each other, do hereby agree to amend the Original Minimum Assessment Agreement, as previously amended, as follows:

1. Upon substantial completion of construction of the Hotel Facility, but no later than January 1, 2020, the minimum actual taxable value which shall be fixed for assessment purposes for the Mill Race Property and RPP Property (collectively "Mill Race Parcel") shall be not less than Five Million Dollars (\$5,000,000) (buildings and land) (hereafter referred to as the "Minimum Actual Value" for the Mill Race Property and RPP Property).



The Owner agrees that the Minimum Actual Value for the Mill Race Property and RPP Property (collectively "Mill Race Parcel") shall continue to be effective through July 1, 2027 (the "Termination Date").

2. No changes are made to the provisions of the Original Minimum Assessment Agreement applicable to the State Street Property, which shall remain in full force and effect at the values and through the Termination Date as set forth in the Original Minimum Assessment Agreement, as clarified by the December 12, 2014 letter previously submitted to the Black Hawk County Assessor.

3. The Owner or Developer shall pay or cause to be paid when due all real property taxes and assessments payable with respect to all and any parts of the Development Property and the Project (for purposes of this MAA Amendment No. 2 the "Project" includes the Hotel Facility in addition to the components identified in the Agreement) pursuant to the provisions of the Original Minimum Assessment Agreement, as previously amended, this MAA Amendment No. 2, and the Development Agreement, as amended.

4. The Developer and Owner agree that, prior to the Termination Date, they will not:

(a) seek administrative review or judicial review of the applicability or constitutionality of any Iowa tax statute relating to the taxation of property contained as a part of the Development Property or the Project determined by any tax official to be applicable to the Development Property or the Project, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; or

(b) seek any tax deferral, exemption, abatement, or roll back, either presently or prospectively authorized under Iowa Code Chapters 15, 403, 404 or 427B, or any other local or State or federal law, with respect to the taxation of real property, including improvements and fixtures thereon, contained on the Development Property or the Project between the date of execution of the Original Minimum Assessment Agreement and the Termination Date; or

(c) request the Assessor to reduce the Minimum Actual Value; or

(d) appeal to the board of review of the City, County, State or to the Director of Revenue of the State to reduce the Minimum Actual Value; or

(e) cause a reduction in the actual value or the Minimum Actual Value through any other proceedings.

5. Neither the preambles nor provisions of this MAA Amendment No. 2 are intended to, or shall be construed as, modifying the terms of the Development Agreement as amended, and in the event of any inconsistency, the terms of the Development Agreement, as amended, shall control. Unless otherwise noted, the capitalized terms in this MAA Amendment

## Item G.2.s.

No. 2 have the same meaning as defined in the Development Agreement, as previously amended, and the Original Minimum Assessment Agreement, as previously amended.

6. Except for any sale, conveyance or transfer of any portion of the Development Property as permitted by the Development Agreement, as amended (in which case the Original Minimum Assessment Agreement and this MAA Amendment No. 2 shall run with the land and shall be assigned to the purchaser or transferee), this MAA Amendment No. 2 shall not be assignable without the consent of the City and shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

7. Nothing herein shall be deemed to waive the rights of the Developer or Owner under Iowa Code Section 403.6(19) to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Value established herein. In no event, however, shall Developer or Owner seek to reduce the actual value to an amount below the Minimum Actual Value established herein during the term of this MAA Amendment No. 2. This MAA Amendment No. 2 may be amended or modified and any of its terms, covenants, representations, warranties or conditions waived, only by a written instrument executed by the parties hereto, or in the case of a waiver, by the party waiving compliance.

8. If any term, condition or provision of this MAA Amendment No. 2 is for any reason held to be illegal, invalid or inoperable, such illegality, invalidity or inoperability shall not affect the remainder hereof, which shall at the time be construed and enforced as if such illegal or invalid or inoperable portion were not contained herein.

9. The Minimum Actual Value herein established shall be of no further force and effect and this MAA Amendment No. 2 shall terminate on the Termination Date set forth in Sections 1 and 2 above and in the Original Minimum Assessment Agreement.

10. Except as amended and/or modified by this MAA Amendment No. 2, the Original Minimum Assessment Agreement, as previously amended, is hereby ratified and confirmed and all other terms of the Original Minimum Assessment Agreement, as previously amended, shall remain in full force and effect.

11. Owner has provided a title opinion or commitment to the City listing all lienholders of record of the Mill Race Parcel as of the date of this MAA Amendment No. 2 and all such lienholders have signed consents to this MAA Amendment No. 2, which consents are attached hereto and made a part hereof.

12. This MAA Amendment No. 2 shall be promptly recorded by the City with the Recorder of Black Hawk County, Iowa. Such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property (or part thereof), whether voluntary or involuntary, and this MAA Amendment No. 2 shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, including the holder of any mortgage. The City shall pay all costs of recording.

**[Signatures start on Next Page]**

**LIENHOLDER'S CONSENT**

The undersigned Lienholder hereby consents to the Minimum Assessment Agreement, as amended, and agrees to be bound hereby.

NAME OF LIENHOLDER: \_\_\_\_\_

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

\_\_\_\_\_  
Date

STATE OF IOWA            )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me the undersigned, a Notary Public in and for said County, in said State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that they are the \_\_\_\_\_ and \_\_\_\_\_, respectively, of \_\_\_\_\_ and that said instrument was signed on behalf of said company; and that the said \_\_\_\_\_, and \_\_\_\_\_ acknowledged the execution of said instrument to be the voluntary act and deed of said domestic company, by them voluntarily executed.

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

*[Add additional pages for each Lienholder listed in title opinion submitted by Developer]*

**Item G.2.s.**

**CERTIFICATION OF ASSESSOR**

The undersigned, having reviewed the plans and specifications for the Hotel Facility to be constructed and the market value assigned to the land upon which the Hotel Facility are to be constructed, and being of the opinion that the minimum market value contained in the foregoing Amendment appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the property described in the foregoing MAA Amendment No. 2, certifies that the actual value assigned to Mill Race Property and RPP Property (collectively "Mill Race Parcel"), upon completion of the Hotel Facility, but no later than January 1, 2020, shall not be less than Five Million Dollars (\$5,000,000) (land and buildings), all until the Termination Date as set forth in the Original Minimum Assessment Agreement and the MAA Amendment No. 2.

\_\_\_\_\_  
Date Assessor for Black Hawk County, Iowa

STATE OF IOWA )  
 ) SS  
COUNTY OF BLACK HAWK )

Subscribed and sworn to before me by \_\_\_\_\_, Assessor for the County of Black Hawk, Iowa.

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

Consistent with Iowa Code § 403.6(19)(b), filed with this assessor certification is a copy of subsection 19 as follows:

19. a. A municipality, upon entering into a development or redevelopment agreement pursuant to section 403.8, subsection 1, or as otherwise permitted in this chapter, may enter into a written assessment agreement with the developer of taxable property in the urban renewal area which establishes a minimum actual value of the land and completed improvements to be made on the land until a specified termination date which shall not be later than the date after which the tax increment will no longer be remitted to the municipality pursuant to section 403.19, subsection 2. The assessment agreement shall be presented to the appropriate assessor. The assessor shall review the plans and specifications for the improvements to be made and if the minimum actual value contained in the assessment agreement appears to be reasonable, the assessor shall execute the following certification upon the agreement:

The undersigned assessor, being legally responsible for the assessment of the above described property upon completion of the improvements to be made on it, certifies that the actual value assigned to that land and improvements upon completion shall not be less than \$ .....

b. This assessment agreement with the certification of the assessor and a copy of this subsection shall be filed in the office of the county recorder of the county where the property is located. Upon completion of the improvements, the assessor shall value the property as required by law, except that the actual value shall not be less than the minimum actual value contained in the assessment agreement. This subsection does not prohibit the assessor from assigning a higher actual value to the property or prohibit the owner from seeking administrative or legal remedies to reduce the actual value assigned except that the actual value shall not be reduced below the minimum actual value contained in the assessment agreement. An assessor, county auditor, board of review, director of revenue, or court of this state shall not reduce or order the reduction of the actual value below the minimum actual value in the agreement during the term of the agreement regardless of the actual value which may result from the incomplete construction of improvements, destruction or diminution by any cause, insured or uninsured, except in the case of acquisition or reacquisition of the property by a public entity. Recording of an assessment agreement complying with this subsection constitutes notice of the assessment agreement to a subsequent purchaser or encumbrancer of the land or any part of it, whether voluntary or involuntary, and is binding upon a subsequent purchaser or encumbrancer.

(SEAL)

**CITY OF CEDAR FALLS, IOWA**

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

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, CMC, City Clerk

STATE OF IOWA )  
 ) SS  
COUNTY OF BLACK HAWK )

On this \_\_\_\_ day of \_\_\_\_\_, 2018, 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

**BROOMSTICK LODGING, LLC**

By: \_\_\_\_\_  
Damen Trebilcock, Director of Development

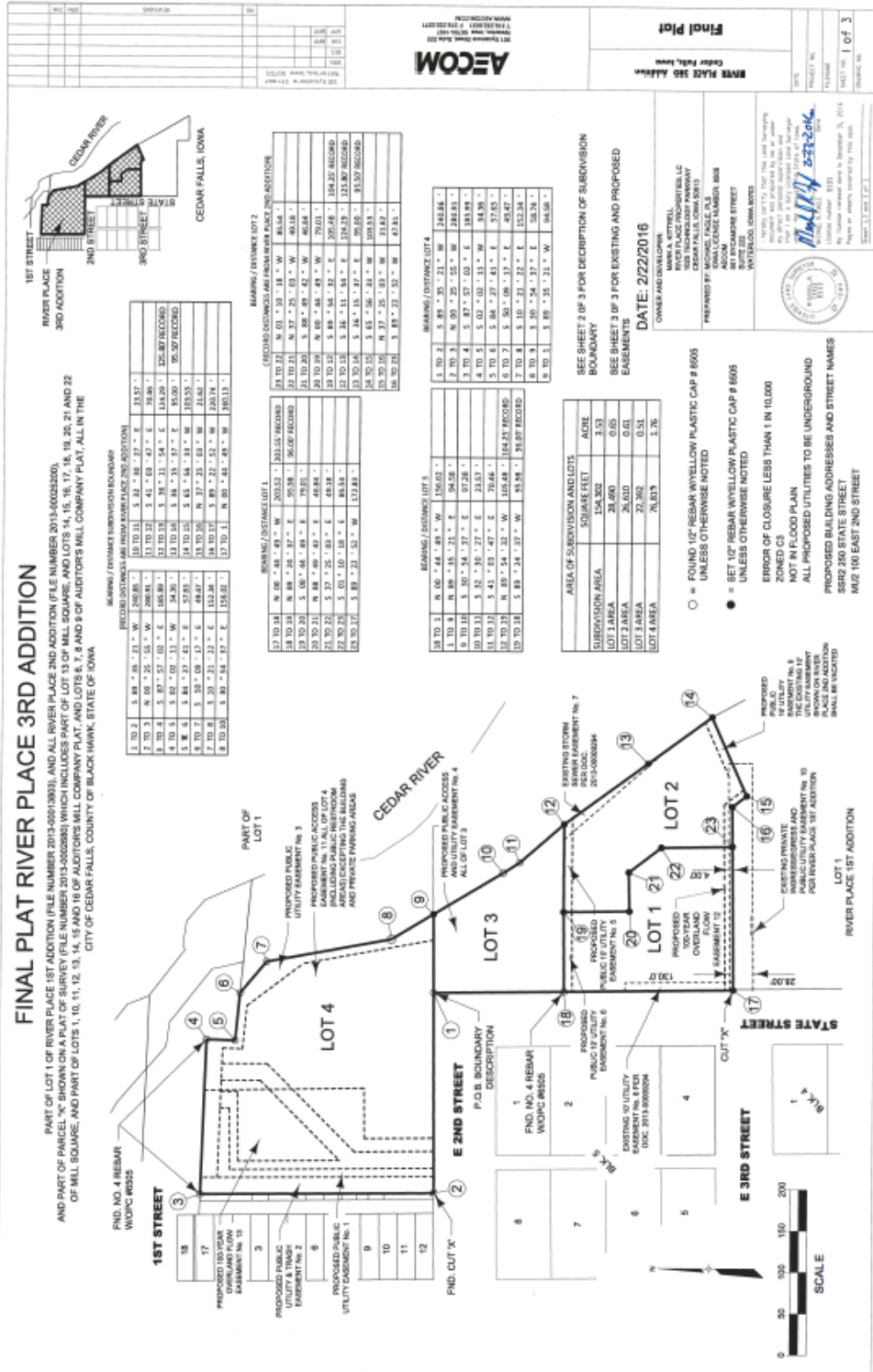
STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me the undersigned, a Notary Public in and for said County, in said State, personally appeared Damen Trebilcock, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Development for Broomstick Lodging, LLC and that said instrument was signed on behalf of said corporation; and that the signor acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by him voluntarily executed.

\_\_\_\_\_  
Notary Public in and for such County & State



EXHIBIT 9 TO THE SECOND AMENDMENT  
FINAL PLAT RIVER PLACE 3RD ADDITION



DESCRIPTION: RIVER PLACE 3RD ADDITION

PART OF LOT 1 OF RIVER PLACE 1ST ADDITION (FILE NUMBER 2013-00013803), AND ALL OF RIVER PLACE 2ND ADDITION (FILE NUMBER 2013-00025800), AND PART OF PARCEL "K" SHOWN ON PLAT OF SURVEY (FILE NUMBER 2013-00028800) WHICH INCLUDES PART OF LOT 13 OF MILL SQUARE, AND LOTS 14, 15, 16, 17, 18, 19, 20, 21 AND 22 OF MILL SQUARE, AND PART OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 AND 16 OF AUDITOR'S MILL COMPANY PLAT, AND LOTS 6, 7, 8, AND 9 OF AUDITOR'S MILL COMPANY PLAT, ALL IN THE CITY OF CEDAR FALLS, COUNTY OF BLACK HAWK, STATE OF IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE INTERSECTION OF THE PRESENT NORTH RIGHT-OF-WAY LINE OF EAST 2ND STREET AND THE PRESENT EAST RIGHT-OF-WAY LINE OF STATE STREET; THENCE SOUTH 89° (DEGREES) 35' (MINUTES) 21" (SECONDS) WEST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION) ON THE PRESENT NORTH RIGHT-OF-WAY LINE OF EAST 2ND STREET ALSO BEING A SOUTHLINE OF SAID PARCEL "K", 240.86 FEET; THENCE NORTH 00°25'55" WEST ON THE WEST LINE OF SAID PARCEL "K", 280.91 FEET TO THE PRESENT SOUTH RIGHT-OF-WAY LINE OF 1ST STREET ALSO BEING THE NORTH LINE OF SAID PARCEL "K"; THENCE SOUTH 87°57'02" EAST ON THE PRESENT SOUTH RIGHT-OF-WAY LINE OF 1ST STREET ALSO BEING THE NORTH LINE OF SAID PARCEL "K", 185.99 FEET; THENCE SOUTH 42°02'11" WEST ON THE PRESENT SOUTH RIGHT-OF-WAY LINE OF 1ST STREET ALSO BEING THE NORTH LINE OF SAID PARCEL "K", 343.36 FEET; THENCE SOUTH 84°27'41" EAST ON THE PRESENT SOUTH RIGHT-OF-WAY LINE OF 1ST STREET ALSO BEING THE NORTH LINE OF SAID PARCEL "K", 57.63 FEET; THENCE SOUTH 50°15'37" EAST ON THE EAST LINE OF SAID PARCEL "K", 45.47 FEET; THENCE SOUTH 10°21'22" EAST ON THE EAST LINE OF SAID PARCEL "K", 152.34 FEET; THENCE SOUTH 30°54'37" EAST ON THE EAST LINE OF SAID PARCEL "K", 156.02 FEET; THENCE SOUTH 32°30'27" EAST ON THE EAST LINE OF SAID PARCEL "K", 23.57 FEET; THENCE SOUTH 41°03'47" EAST ON THE EAST LINE OF SAID PARCEL "K", 70.46 FEET TO THE NORTHEAST CORNER OF SAID RIVER PLACE 2ND ADDITION; THENCE SOUTH 36°11'54" EAST ON THE EAST LINE OF SAID RIVER PLACE 2ND ADDITION, 124.29 FEET (125.80 FEET AS SHOWN ON THE FINAL PLAT OF SAID RIVER PLACE 2ND ADDITION); THENCE SOUTH 36°15'39" EAST ON THE EAST LINE OF SAID RIVER PLACE 2ND ADDITION, 95.00 FEET (95.50 FEET AS SHOWN ON THE FINAL PLAT OF SAID RIVER PLACE 2ND ADDITION) TO THE SOUTHEAST CORNER OF SAID RIVER PLACE 2ND ADDITION ALSO BEING THE NORTHEAST CORNER OF RIVER PLACE 1ST ADDITION; THENCE SOUTH 65°56'33" WEST, 103.53 FEET; THENCE NORTH 37°25'03" WEST, 21.62 FEET TO THE NORTH LINE OF SAID RIVER PLACE 1ST ADDITION ALSO BEING THE SOUTH LINE OF SAID RIVER PLACE 2ND ADDITION; THENCE SOUTH 89°22'52" WEST ON THE NORTH LINE OF SAID RIVER PLACE 1ST ADDITION ALSO BEING THE SOUTH LINE OF SAID RIVER PLACE 2ND ADDITION, 220.74 FEET TO THE NORTHWEST CORNER OF SAID RIVER PLACE 1ST ADDITION ALSO BEING THE SOUTHWEST CORNER OF SAID RIVER PLACE 2ND ADDITION; THENCE NORTH 00°44'46" WEST ON THE WEST LINE OF SAID RIVER PLACE 2ND ADDITION AND A WEST LINE OF SAID PARCEL "K" ALSO BEING THE PRESENT EAST RIGHT-OF-WAY LINE OF STATE STREET, 360.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 154,302 SQUARE FEET OR 3.58 ACRES.

DATE: 2/22/2016  
2 of 3





EXHIBIT 10 TO THE SECOND AMENDMENT  
EASEMENT FOR CITY PLAZA CONSTRUCTION



Doc ID: 008341780003 Type: GEN  
Recorded: 02/27/2018 at 03:19:54 PM  
Fee Amt: \$17.00 Page 1 of 3  
Black Hawk County Iowa  
SANDIE L. SMITH RECORDER  
File 2018-00014026

EW  
\*City of Cedar Falls

Prepared by: Matthew Tolan, 220 Clay Street, Cedar Falls, IA 50613 (319) 268-5164

TEMPORARY EASEMENT

The undersigned River Place Properties, L.C., (hereinafter "Grantor"), in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey to the City of Cedar Falls, Iowa (hereinafter "Grantee"), its successors and assigns, a temporary easement over, under, and across the real estate legally described below, for purposes of construction, reconstruction, replacement, operation and maintenance of the Levee/Floodwall System Improvements Project, together with the right of ingress to and egress from the real estate described below, in order to perform all work and do all other things reasonably necessary to exercise all rights granted to Grantee in this easement, provided that such easement shall not unreasonably interfere with grantor's business operation or access thereto. This Easement shall expire the earlier of November 1, 2018, or upon completion of the levee project.

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

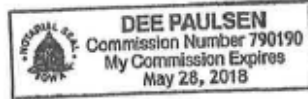
See Exhibit "A"

This easement shall be temporary in nature, terminating earlier of November 1, 2018, or upon completion of the levee project. Shall benefit and shall be binding upon Grantor and Grantee, and their respective heirs, personal representatives, successors and assigns, and shall constitute a covenant that runs with the Grantor's land.

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

Exhibit 10-1

Execution Version



River Place Properties, L.C.

By [Signature]  
Mark Kittrell

STATE OF IOWA )  
COUNTY OF BLACK HAWK ) ss.

This instrument was acknowledged before me on 15<sup>th</sup> day of Feb., 2018, by River Place Properties, LC.

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

My Commission Expires: 5-28-18

ACCEPTANCE OF EASEMENT

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

Dated this 19<sup>th</sup> day of February, 2018.

CITY OF CEDAR FALLS, IOWA

[Signature]  
James P. Brown, Mayor

ATTEST:  
[Signature]  
Jacqueline Danielsen, CMC  
City Clerk

STATE OF IOWA )  
COUNTY OF BLACK HAWK ) ss.

This instrument was acknowledged before me on February 19, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, CMC, City Clerk of the City of Cedar Falls, Iowa.

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

My Commission Expires: April 28, 2019



EXHIBIT "A"

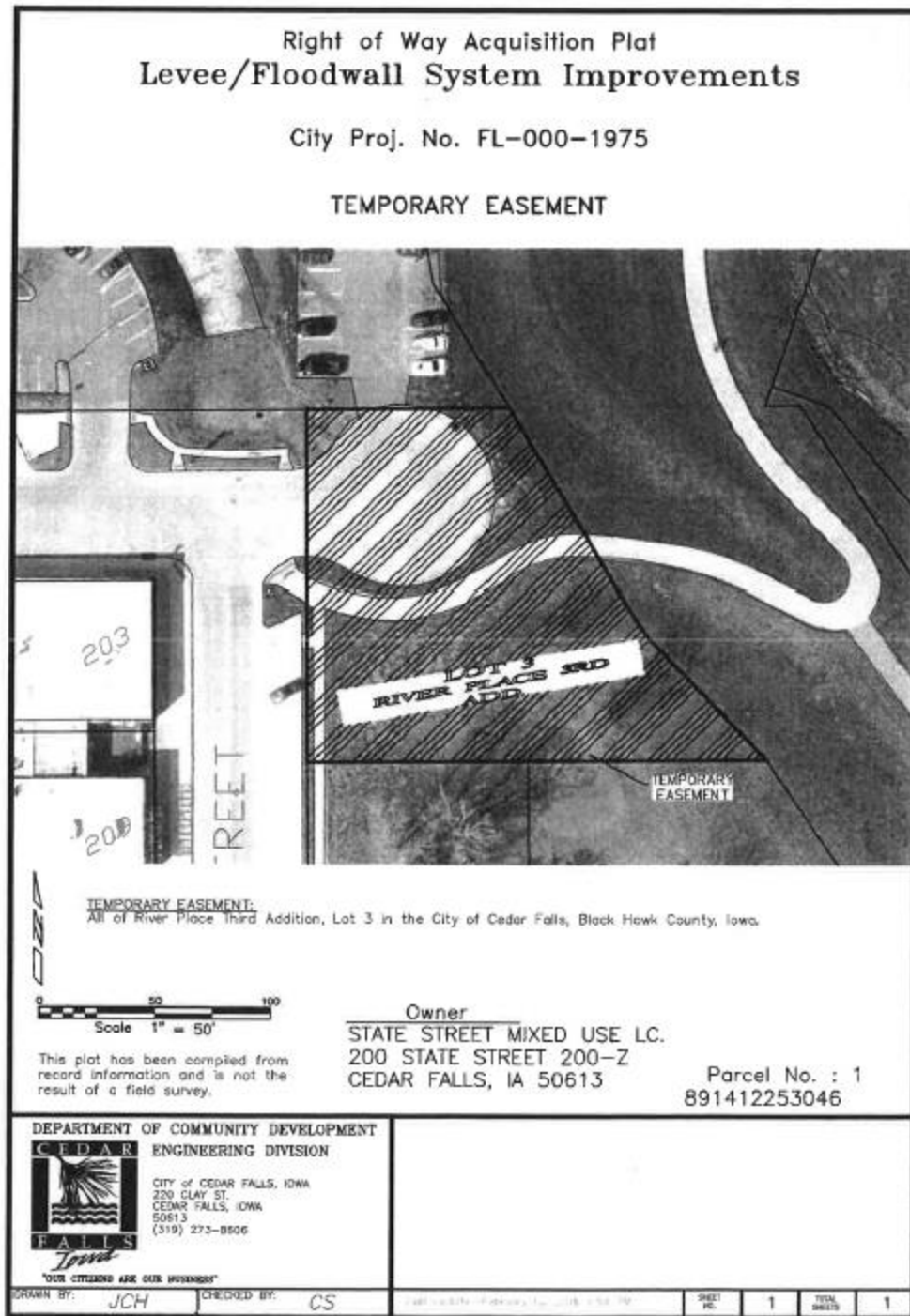


Exhibit 10-3

Execution Version

**EXHIBIT 11 TO SECOND AMENDMENT  
TEMPORARY EASEMENT FOR MILL RACE PARCEL**

Prepared by: Matthew Tolan, 220 Clay Street, Cedar Falls, IA 50613 (319) 268-5164

**TEMPORARY EASEMENT**

The undersigned BROOMSTICK LODGING, LLC., (hereinafter "Grantor"), in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey to the City of Cedar Falls, Iowa (hereinafter "Grantee"), its successors and assigns, a temporary easement over, under, and across the real estate legally described below, for purposes of construction, reconstruction, replacement, operation and maintenance of the Levee/Floodwall System Improvements Project, together with the right of ingress to and egress from the real estate described below, in order to perform all work and do all other things reasonably necessary to exercise all rights granted to Grantee in this easement, provided that such easement shall not unreasonably interfere with grantor's business operation or access thereto. This Easement shall expire the earlier of October 1, 2018, or upon completion of Segment 3 of the levee project.

Said temporary easement is granted over the following real estate owned by Grantor within the following defined area, not including real estate owned by Grantee, to-wit:

A PARCEL OF LAND SITUATED IN PART OF LOTS 2 AND 3 OF AUDITOR'S MILL COMPANY PLAT IN THE CITY OF CEDAR FALLS, COUNTY OF BLACK HAWK, STATE OF IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS. COMMENCING AT THE NORTHEASTERLY MOST CORNER OF PARCEL 'G' SHOWN ON A PLAT OF SURVEY THAT IS RECORDED IN DOCUMENT NUMBER 2013-00002682 IN THE OFFICE OF THE BLACK HAWK COUNTY RECORDER; THENCE SOUTH 26°05'09" WEST ON A SOUTHEASTERLY LINE OF SAID PARCEL 'G', 37.26 FEET; THENCE NORTH 64°00'31" WEST ON A SOUTHWESTERLY LINE OF SAID PARCEL 'G', 4.70 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;

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THENCE CONTINUING NORTH 64°00'31" WEST ON A SOUTHWESTERLY LINE OF SAID PARCEL 'G' ALSO BEING A NORTHEASTERLY LINE OF THE BROOMSTICK LODGING LLC PROPERTY, 82.64 FEET; THENCE SOUTH 71°20'01" WEST, ON A SOUTHEASTERLY LINE OF SAID PARCEL 'G' ALSO BEING A NORTHWESTERLY LINE OF THE BROOMSTICK LODGING LLC PROPERTY, 67.19 FEET; THENCE SOUTH 51°34'47" WEST ON A SOUTHEASTERLY LINE OF SAID PARCEL 'G' ALSO BEING A NORTHWESTERLY LINE OF THE BROOMSTICK LODGING LLC PROPERTY, 28.69 FEET; THENCE SOUTH 61°04'21" EAST, 285.26 FEET TO A NORTHEASTERLY LINE OF THE BROOMSTICK LODGING LLC PROPERTY; THENCE NORTH 27°51'10" WEST ON A NORTHEASTERLY LINE OF THE BROOMSTICK LODGING LLC PROPERTY, 27.91 FEET; THENCE NORTH 59°04'54" WEST ON A NORTHEASTERLY LINE OF THE BROOMSTICK LODGING LLC PROPERTY, 81.35 FEET; THENCE NORTH 45°58'05" WEST ON A NORTHEASTERLY LINE OF THE BROOMSTICK LODGING LLC PROPERTY, 35.62 FEET; THENCE NORTH 26°05'09" EAST ON A SOUTHEASTERLY LINE OF THE BROOMSTICK LODGING LLC PROPERTY, 15.24 FEET; THENCE NORTH 63°54'51" WEST ON A NORTHEASTERLY LINE OF THE BROOMSTICK LODGING LLC PROPERTY, 4.70 FEET; THENCE NORTH 26°05'09" EAST ON A SOUTHEASTERLY LINE OF THE BROOMSTICK LODGING LLC PROPERTY, 38.00 FEET TO THE POINT OF BEGINNING. CONTAINING 11,585 SQUARE FEET OR 0.27 ACRE

Exhibit A illustrates the easement location with defined real estate owned by Grantor and Grantee.

This easement shall be temporary in nature, terminating on the earlier of October 1, 2018, or upon completion of Segment 3 of the levee project, and shall benefit and shall be binding upon Grantor and Grantee, and their respective heirs, personal representatives, successors and assigns, and shall constitute a covenant that runs with the Grantor's land.

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



**Item G.2.s.**

ACCEPTANCE OF EASEMENT

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

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

CITY OF CEDAR FALLS, IOWA

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

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, CMC  
City Clerk

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

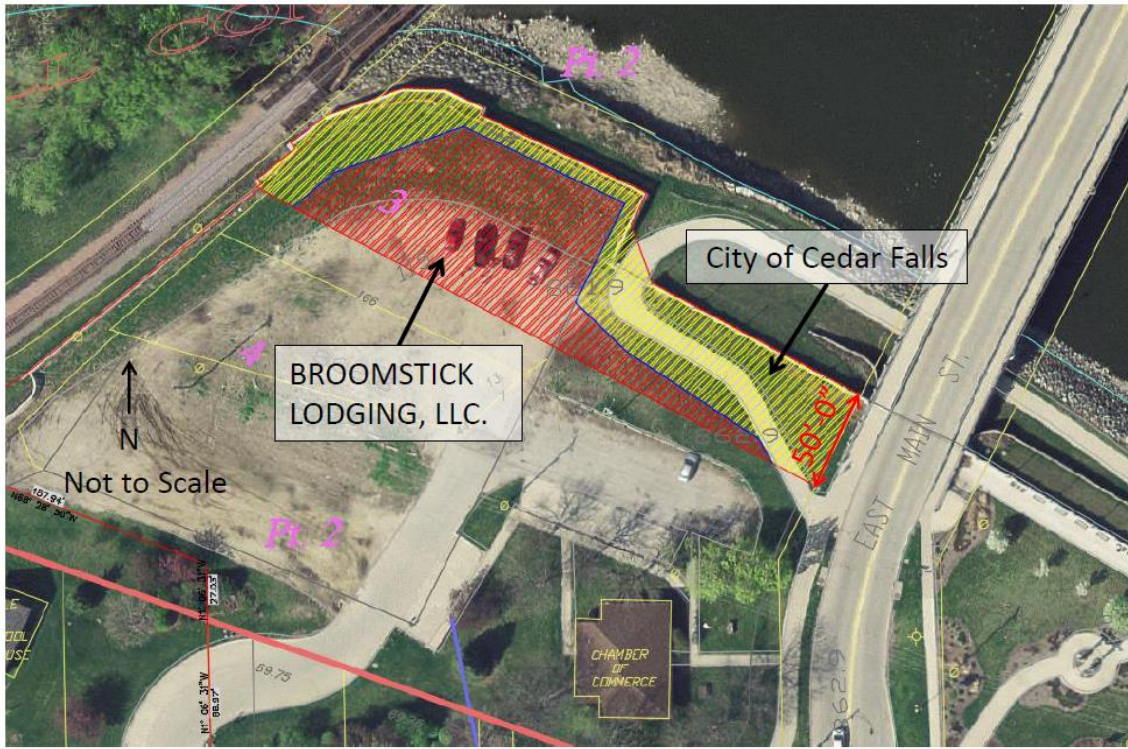
This instrument was acknowledged before me on \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, CMC, City Clerk of the City of Cedar Falls, Iowa.

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

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



EXHIBIT A TO TEMPORARY EASEMENT  
Temporary Construction Easement Location



Attachment A  
Temporary Construction Easement Location

01471056-1\10283-002





**DEPARTMENT OF COMMUNITY DEVELOPMENT**

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

**MEMORANDUM**  
*Engineering Division*

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

**FROM:** Matthew Tolan, EI, Civil Engineer II

**DATE:** May 17, 2018

**SUBJECT:** 2018 Public Sidewalk & Pedestrian Trail Improvement Project  
SW-000-3148  
Request for PS&E Approval

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the 2018 Public Sidewalk & Pedestrian Trail Improvement Project.

I would recommend setting Monday, June 4, 2018 at 7:00 p.m. as the date and time for the public hearing on this project and Tuesday, June 12, 2018 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 May 25, 2018. It is anticipated that the Plans and Specifications will be ready for distribution to contractors on May 25, 2018 allowing more than two (2) weeks of review before contract letting.

This project involves the repair of deficient sidewalk and trails on City property, and also will provide sidewalk and trail infills around the City where none currently exist.

The total estimated cost of the 2018 Public Sidewalk & Pedestrian Trail Improvement Project is \$132,429.38. The funding for the project will be provided by the GO Bonds and Hotel/Motel Tax funds.

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

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





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**MEMORANDUM**  
*Engineering Division*

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

**FROM:** Matthew Tolan, EI, Civil Engineer II

**DATE:** May 17, 2018

**SUBJECT:** Updates to City Code Section 26-207 - Speed limits enumerated.

The intended posted speed of the newly designed and constructed portion of Greenhill Road from Hudson Road to West 27<sup>th</sup> Street is 35 mph to match the priorities and design for the Greenhill Road Extension Project.

The Engineering Division is proposing changes to City Code Section 26-207- Speed limits enumerated so the code matches what has been designed and constructed. Please see the attached redlined version of City Code Section 26-207 - Speed limits enumerated.

The Engineering Division recommends approval of setting the speed limit to 35 mph on Greenhill Road from Hudson Road to West 27<sup>th</sup> Street.

If you have any questions or concerns, please feel free to ask.

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



Prepared By: Matthew Tolan, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 273-8600

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**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE ESTABLISHING THE ENUMERATED SPEED LIMIT AS 35 MILES PER HOUR ON GREENHILL ROAD FROM HUDSON ROAD WEST TO WEST TWENTY SEVENTH STREET IN SUBSECTION 26-207(7) OF DIVISION 5, SPEED, OF ARTICLE III, OPERATION, OF CHAPTER 26, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA.

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

*Section 1.* Subsection 7, Thirty-five miles per hour, of Section 26-207, Speed limits enumerated, of Division 5, Speed, of Article III, Operation, of Chapter 26, Traffic and Motor Vehicles, is hereby amended by adding the following unnumbered paragraph:

*Greenhill Road, from Hudson Road west and north to West 27<sup>th</sup> Street.*

INTRODUCED: \_\_\_\_\_

PASSED 1<sup>st</sup> CONSIDERATION: \_\_\_\_\_

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

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

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

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

ATTEST:

\_\_\_\_\_  
Jacqueline Daniels, CMC, City Clerk

