



AGENDA
CITY OF CEDAR FALLS, IOWA
REGULAR MEETING, CITY COUNCIL
TUESDAY, SEPTEMBER 4, 2018
7:00 PM AT CITY HALL

- A. Call to Order by the Mayor.
- B. Roll Call.
- C. Approval of Minutes of the Regular Meeting of August 20, 2018.
- D. Agenda Revisions.
- E. Special Order of Business:
 - 1. Public hearing on proposed amendments to Chapter 29, Zoning, of the Code of Ordinances relative to design guidelines in the Central Business District Overlay Zoning District.
 - a. Receive and file proof of publication of notice of hearing. (Notice published August 24, 2018)
 - b. Written objections filed with the City Clerk.
 - c. Oral comments.
 - 2. Pass an ordinance amending Chapter 29, Zoning, of the Code of Ordinances relative to design guidelines in the Central Business District Overlay Zoning District, upon its first consideration.
- F. Old Business:
 - 1. Pass Ordinance #2929, amending Chapter 29, Zoning, and Chapter 27, Utilities, of the Code of Ordinances relative to the City's floodplain regulations, upon its third & final consideration.
 - 2. Pass Ordinance #2930, rezoning property located generally on Lots 7 & 8 of the Midway Business Park Addition pursuant to provisions of a Zoning Agreement associated with Ordinance #2080, which placed said property in the R-4 Residential Zoning District, upon its third & final consideration.
 - 3. Resolution approving and authorizing execution of an Agreement to Amend Restrictions in Deed of Dedication relative to property located generally on Lots 7 & 8 of the Midway Business Park Addition.
- 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. Receive and file the Committee of the Whole minutes of August 20, 2018 relative to the following items:

- (1) Parking along Bergstrom Boulevard.
 - (2) Hearst Center and Cultural Programs Presentation.
 - (3) Pavement Management Program.
 - (4) Comprehensive Plan/Zoning Ordinance Update.
 - (5) Review of urban chickens.
 - (6) Bills & Payroll.
- b. Receive and file the Administration Committee minutes of August 21, 2018.
 - c. Receive and file Departmental Monthly Reports of July 2018.
 - d. Receive and file the FY18 Annual Report of the Public Works & Parks Division.
 - e. Receive and file the bid received for the 2018 Seal Coat Project.
 - f. Approve the following special event related requests:
 - (1) Street closure, Coventry Lane, September 13, 2018.
 - (2) Parking variance, West 2nd Street, September 15, 2018.
 - (3) Street closure, College Street, September 20, 2018 & October 18, 2018.
 - (4) Grant Wheeler Memorial 5K Run/Walk, October 27, 2018.
 - g. Approve the application of Masala Market, 913 West 23rd Street, for a cigarette/tobacco/nicotine/vapor permit.
 - h. Approve the following applications for beer permits and liquor licenses:
 - (1) Metro Mart, 103 Franklin Street, Class C beer - renewal.
 - (2) Sidecar Coffee, 2215 College Street, Special Class C liquor & outdoor service - renewal.
 - (3) The Brass Tap, 421 Main Street, Class C liquor & outdoor service - renewal.
 - (4) Wilbo, 118 Main Street, Class C liquor - renewal.
 - (5) Casey's General Store, 1225 Fountains Way, Class E liquor - renewal.
 - (6) Great Wall, 2125 College Street, Class E liquor - renewal.
 - (7) The Music Station, 1420 West 1st Street, Class E liquor - renewal.
 - (8) Amvets, 1934 Irving Street, Class A liquor & outdoor service - temporary expansion of outdoor service area. (September 21-23, 2018)
 - (9) Mary Lou's Bar & Grill, 2719 Center Street, Class C liquor - temporary outdoor service. (September 7-8, 2018 and September 29-30, 2018)
 - (10) College Hill Partnership (Oktoberfest), Municipal Lot G, Class B beer & outdoor service - 5-day permit.
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 levying a final assessment for costs incurred by the City to mow and clear overgrown vegetation on the property located at 2208 Coventry Lane.
 - b. Resolution approving and authorizing execution of an Agreement for Utilization of School Bus Services for Non-School Travel with Cedar Falls Community School District relative to summer travel for the Camp Cedar Falls program.
 - c. Resolution approving and authorizing execution of a contract with the Governor's Traffic Safety Bureau (GTSB) relative to funding for traffic enforcement and training.
 - d. Resolution approving and authorizing execution of a Consolidated Public Safety Communications 28E Agreement with participating government agencies in Black Hawk County relative to providing consolidated dispatch and communications services.

- e. Resolution approving and authorizing execution of a Joint Funding Agreement with the U.S. Geological Survey relative to the Cedar River Streamgange Station.
 - f. Resolution approving and accepting the bid of Blacktop Service Company, in the amount of \$136,174.67, for the 2018 Seal Coat Project.
 - g. Resolution approving and accepting the contract and bond of Blacktop Service Company for the 2018 Seal Coat Project. (Contingent upon approval of Item G-2.f.)
 - h. Resolution approving and accepting the contract and bond of Feldman Concrete for the 2018 Sidewalk Assessment Project, Zone 9.
 - i. Resolution approving the preliminary plat of West Village.
 - j. Resolution approving and accepting a Lien Notice and Special Promissory Note for property located at 2103 Washington Street relative to the Rental to Single Family Owner Conversion Incentive Program.
 - k. Resolution approving and authorizing execution of eleven Owner Purchase Agreements and one Tenant Purchase Agreement, and approving and accepting ten Owner's Temporary Grading Easements and one Public Utility Easement, in conjunction with the West 1st Street Reconstruction Project.
 - l. Resolution approving three occupancy permits prior to the acceptance of the public improvements in Arbors Third Addition.
 - m. Resolution setting September 17, 2018 as the date of public hearing on the City's FY17-18 Consolidated Annual Performance and Evaluation Report for the Community Development Block Grant & HOME Programs.
- 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, AUGUST 20, 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 7:10 P.M. on the above date. Members present: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Absent: None.

- 52000 - It was moved by Kruse and seconded by Green that the minutes of the Regular Meeting of August 6, 2018 be approved as presented and ordered of record. Motion carried unanimously.

The Mayor then read a proclamation recognizing the 28th Anniversary of the Americans with Disability Act. Black Hawk County Disability Caucus representative Eric Donat commented.

- 52001 - Public Safety Services Director Olson provided an introduction and Mayor Brown proceeded with the Administration of Oath to new Public Safety Officers Cedric Danilson, Liesel Reimers and Jose Velasco, and new Paid On Call/Reserve Officers Nicolas Erickson and Angela Lindley.

- 52002 - Mayor Brown announced that in accordance with the public notice of August 10, 2018, this was the time and place for a public hearing on the proposed plans, specifications, form of contract & estimate of cost for the Cedar Falls Public Library Remodel Project. It was then moved by Darrah and seconded by Wieland that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

- 52003 - The Mayor then asked if there were any written objections filed to the proposed plans, etc. Upon being advised that there were no written objections on file, the Mayor then called for oral comments. Building Official Witry and Library Director Robinson commented briefly. 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.

- 52004 - It was moved by Kruse and seconded by Blanford that Resolution #21,223, approving and adopting the plans, specifications, form of contract & estimate of cost for the Cedar Falls Public Library Remodel 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 #21,223 duly passed and adopted.

- 52005 - Mayor Brown announced that in accordance with the public notice of August 10, 2018, this was the time and place for a public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2018 Seal Coat Project. It was then moved by Wieland and seconded by Kruse that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

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- 52006 - The Mayor then asked if there were any written objections filed to the proposed plans, etc. Upon being advised that there were no written objections on file, the Mayor then called for oral comments. City Engineer Resler commented briefly. 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.
- 52007 - It was moved by Kruse and seconded by Miller that Resolution #21,224, approving and adopting the plans, specifications, form of contract & estimate of cost for the 2018 Seal Coat 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 #21,224 duly passed and adopted.
- 52008 - It was moved by Kruse and seconded by Miller that Ordinance #2928, amending Chapter 6, Animals, of the Code of Ordinances relative to butchering and disposal of dead animals, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Ordinance #2928 duly passed and adopted.
- 52009 - It was moved by Darrah and seconded by Kruse that Ordinance #2929, amending Chapter 29, Zoning, and Chapter 27, Utilities, of the Code of Ordinances relative to the City's floodplain regulations, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.
- 52010 - It was moved by Kruse and seconded by Darrah that Ordinance #2930, rezoning property located generally on Lots 7 & 8 of the Midway Business Park Addition pursuant to provisions of a Zoning Agreement associated with Ordinance #2080, which placed said property in the R-4 Residential Zoning District, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.
- 52011 - It was moved by Kruse and seconded by Green that the following items and recommendations on the Consent Calendar be received, filed and approved:
- Receive and file the Committee of the Whole minutes of August 6, 2018 relative to the following items:
- (1) Downtown ordinance revisions related to building design review.
 - (2) Bills & Payrolls.
- Receive and file the Administration Committee minutes of July 23, 2018.
- Receive and file the report of the July 23, 2018 Joint Meeting of the City Council & the Utilities Board of Trustees.

Receive and file the bid received for the 2018 Sidewalk Assessment Project, Zone 9.

Approve the following special event related requests:

- (1) Street closure, West 25th Street, August 26, 2018.
- (2) Street closures, ARTapalooza, September 8, 2018.
- (3) Street closures & parking variance, Friends of Western Home Communities Annual Breakfast & Family Fun, September 8, 2018.
- (4) Street closure, West 25th Street, September 22, 2018.
- (5) Street/parking lot closures & parking variances, UNI Homecoming activities, October 19-20, 2018.

Approve the following applications for beer permits and liquor licenses:

- (1) Main Street Sweets, 210 Main Street, Class B native wine - renewal.
- (2) Buffalo Wild Wings, 6406 University Avenue, Class C liquor & outdoor service - renewal.
- (3) The Other Place, 4214 University Avenue, Class C liquor & outdoor service - renewal.
- (4) The Pump Haus Pub & Grill, 311 Main Street, Class C liquor - renewal.
- (5) Whiskey Road Tavern & Grill, 402 Main Street, Class C liquor & outdoor service - renewal.
- (6) Wal-Mart, 525 Brandilynn Boulevard, Class E liquor - change in ownership.
- (7) Jorgensen Plaza (Table 1912, Diamond Event Center and Gilmore's Pub), 5307 Caraway Lane, Class C liquor - adding outdoor service.
- (8) Mary Lou's Bar & Grill, 2719 Center Street, Class C liquor - temporary outdoor service. (August 25-26, 2018)

Motion carried unanimously.

52012 - It was moved by Wieland and seconded by Kruse that the following resolutions be introduced and adopted:

Resolution #21,225, approving and authorizing execution of a Memorandum of Understanding with the City of Waterloo and Black Hawk County relative to the 2018-2019 Edward Byrne Memorial Justice Assistance Grant (JAG) funding for the Tri-County Drug Enforcement Task Force.

Resolution #21,226, approving and authorizing execution of a First Year Extension of an Agreement for Custodial Services with T & C Cleaning, Inc. relative to custodial services for city buildings for a period of September 1, 2018 through August 31, 2019.

Resolution #21,227, approving the partial release of retainage funds to K. Cunningham Construction Company, Inc. for the University Avenue Reconstruction Project, Phase I.

Resolution #21,228, approving and accepting the bid of Feldman Concrete, in the amount of \$38,923.88, for the 2018 Sidewalk Assessment Project, Zone 9.

Resolution #21,229, approving final occupancy of the Aldrich Elementary School prior to the acceptance of the public improvements in McMahill First Addition.

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Resolution #21,230, approving and authorizing Change Order No. 1 to the contract with Iowa Bridge & Culvert, LC for the 2017 Levee/Floodwall System Improvements Project.

Resolution #21,231, approving and authorizing execution of a Development Agreement with JDavis Properties, L.L.C., and approving an S-1 Zoning District site plan for the redevelopment of a building located at 6607 University Avenue.

Resolution #21,232, approving and authorizing execution of an Amendment to Agreement for Private Development with BAJR Enterprises, L.L.C. relative to commencement and completion dates.

Resolution #21,233, approving and adopting amendments to the City's Low Rent Housing Agency Administrative Plan.

Resolution #21,234, approving and authorizing execution of an Amendment to Restrictions Agreement with Tindall Enterprises, LLC (f/n/a BlackHawk Hotel, L.L.C.), Eagle View Hospitality LC and Main Street Hotels LC relative to transfer of ownership, and approving and authorizing execution of a Subordination Agreement relative to a Forgivable Mortgage and Promissory Note, in conjunction with the Multi-Family (Rental) Unit Production - New Construction Program, Round 6.

Resolution #21,235, approving and authorizing a change order to a Rehabilitation Contract with Kirvan Enterprises LLC relative to a Community Development Block Grant (CDBG) housing rehabilitation project at 1622 Clay Street.

Resolution #21,236, approving and accepting a Lien Notice and Special Promissory Note for property located at 1509 Franklin Street relative to the Rental to Single Family Owner Conversion Incentive Program.

Resolution #21,237, setting September 4, 2018 as the date of public hearing on proposed amendments to Chapter 29, Zoning, of the Code of Ordinances relative to design guidelines in the Central Business District Overlay Zoning District.

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 #21,225 through #21,237 duly passed and adopted.

- 52013 - It was moved by Miller and seconded by Kruse that the bills and payrolls 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.
- 52014 - Mayor introduced a video update on the 'Place to Play Park' and announced the groundbreaking ceremony scheduled for September 29th at Greenhill Park.
- 52015 - Community Development Director Sheetz responded to concerns expressed by

Butch Brown, 421 Spruce Hills Drive, regarding traffic on Greenhill Road.

Building Official Witry responded to concerns expressed by Penny Popp, 4805 South Main Street, regarding concrete dust in their neighborhood.

Community Development Director Sheetz responded to inquiries by Rosemary Beach, 5018 Sage Road, regarding road conditions on Main Street, speed limits on South Main Street and the parking area near the trail.

Bob Manning, 2908 West 3rd Street, Executive Officer of Cedar Valley Home Builders, announced the Cedar Valley Parade of Homes on August 23-26, 2018.

52016 - It was moved by Wieland and seconded by Kruse that the meeting be adjourned at 7:45 P.M. Motion carried unanimously.

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
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MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Brown and City Council
FROM: Iris Lehmann, Planner I
DATE: August 29, 2018
SUBJECT: Hold Public Hearing for revisions to Section 29-168: Central Business District Overlay Zoning and revisions to Section 29-2: Definitions.

The Community Development Department requests that a public hearing be held on September 4th, 2018 to consider the revisions to Sections 29-168 and 29-2 of the Code of Ordinances pertaining to design guidelines in the Central Business District Overlay.

Background:

The Central Business District Overlay provides guidance for building, site design standards, maintenance, and development within the district. City Staff has been working with Community Main Street (CMS) to clarify the review process and provide more objectivity to the design criteria of this section; specifically for new development and redevelopment. Establishing more objective standards in the overlay code will help both City Staff and the Planning & Zoning Commission be consistent in their reviews as well as create a vision of how the downtown should grow. Developers will also benefit by having a clear set of standards to follow. The proposed changes outline best practices of storefront design; many of which City Staff and CMS have already been holding developers accountable for but have never been clearly outlined in the code. The proposed code amendments aim to continue and strengthen the high level of development in the downtown.

The Planning and Zoning Commission reviewed the amendments at a public hearing on July 25, 2018 regular meeting and unanimously voted to forward the proposed changes to Council for approval.

Summary of Proposed Amendments:

Section 29-2: Definitions:

- Adding a definition for “façade” and “storefront”. Adding the definitions of these two terms, which are heavily used in the amendments to Section 29-168, ensures that there will be no confusion on their meaning.

Section 29-168: Central Business District Overlay Zoning:

- Existing residential buildings with up to seven units are exempted from the Planning & Zoning and City Council review process. Currently the overlay exempts only single unit homes in the district from the review process. With this amendment there are 9 other properties (7 duplexes, 1 four unit conversion, and 1 five-unit conversion) that

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would become exempt. All of these properties are on the outer edge of the overlay district. Staff, Community Main Street, and the stakeholders present at the July 25th, 2018 meeting agreed that it was unnecessary to make these individuals go through the Planning & Zoning Commission and City Council review process if they wished to make an improvement to their property. Any new residential dwellings proposed within the district will still be required to go through the review process.

- Allowing smaller front yard setbacks for new construction and improvements. Many older buildings in the district are already closer to the street than the current code allows, creating a more urban and walkable environment. To keep this character throughout the district it is being proposed that all new commercial buildings in any zoning district within the overlay will be built to the front and corner of lots with a minimum front setback of 0 and a maximum front setback of 10 feet. For residential buildings the minimum front yard setback is decreased from 25 feet to 10 feet. This will allow for more flexibility for development and allow smaller lots to be better utilized. For commercial buildings this change also encourages parking to be placed behind a building to further promote walkability in the district.
- Adding building composition regulations. The proposed language of this section considers how a new building is physically composed. These proposed amendments are what City Staff and CMS have already been holding developers accountable for but have never been clearly outlined in the code. In order for the code to be more objective it was agreed to include language specific to these best practices of building composition. These amendments include:
 - The use of vertical breaks or bays in order to break up long building walls. This can be done in multiple ways, including the grouping of windows or breaks in the wall plane.
 - To avoid flat, continuous, and overly long upper floor facades, the maximum length of a wall plane of the façade is 60 feet. Articulation between continuous upper floor façade sections shall be accomplished by recessing the façade 1 foot minimum for a distance of at least 10 feet. At their July 25, 2018 meeting the Planning and Zoning Commission requested that the minimum requirement for the wall recession be changed from two feet to one foot.
 - Standards that will require or encourage elements that provide visual interest and emphasize the storefront.
 - Implementing a 14-foot minimum first floor commercial floor height. This is a best practice that has been shown to not only make commercial spaces more competitive but also protect and encourage a variety of commercial uses being able to utilize a space.
- Adding window and transparency requirements. These changes promote transparent windows at the pedestrian level of a storefront to invite views into the interior of the store. This is a common best practice that is necessary for a pedestrian-friendly shopping environment.
- Specifying types and percentages of materials permitted on the exterior of buildings. The goal of this section is to promote higher quality materials in the downtown, specifically: brick, stone, or terracotta. However the proposed code still promotes architectural variation by allowing up to 35% of a building's exterior to be other materials, for example architectural metal, cement board, and architectural

CMU. Following best practices, the code also encourages the use of certain types of materials on specific locations on a building.

- Specifying the types of colors permitted in the district. The proposed code amendment provides a certain measure of objectivity to the review of color on buildings in the district. The proposed code would allow for earth and neutral colors to be used on building facades. However language was included to allow other colors, e.g. bright colors, neon, etc., to be on a building but only as accents. This section does not apply to signage. It is a general best practice for a business logo or marketing colors to be primarily displayed in the signage of a building and not on the building itself.
- Adding building entry regulations. This section looks to codify best practices for entries that ensure building entries are safe, accessible, and pedestrian friendly. These amendments include that a building is accessible from the primary street, access to residential units is easily accessible and visible, longer buildings have multiple entrances, the main entrance is level with the sidewalk, and that the main entrance to a building is prominent in its design.
- Outlining the types of signs permitted in the overlay district. The current code requires anyone looking for signage requirements to refer to various other sections of the code. Putting all the signage requirements for this district in one place was one of the goals of this proposed ordinance amendment. Most additions in this section are collected from the other applicable code sections. However, there are three new proposed additions to this section of the code:
 - Allowing for “blade signs”, smaller projecting signs, to be closer to the sidewalk as they are purely meant for pedestrians.
 - Limiting the amount of window signs and film to keep windows transparent to further encourage a pedestrian friendly shopping environment
 - Decrease the allowable percentage of wall signage from 33% to 10%. This decrease in allowable wall percentage is more than what other communities allow for wall signage in downtown areas. This is consistent with what is currently in the downtown district.

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

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

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Prepared by: Iris Lehmann, Planner I, 220 Clay Street, Cedar Falls, Iowa 50613 (319) 273-8600

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 29-2, DEFINITIONS, OF ARTICLE I, IN GENERAL, OF CHAPTER 29, ZONING OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA AND REPEALING AND REPLACING SECTION 29-168, CBD, CENTRAL BUSINESS DISTRICT OVERLAY ZONING DISTRICT, OF DIVISION 2, SPECIFIC DISTRICTS, OF ARTICLE III, DISTRICTS AND DISTRICT REGULATIONS, OF CHAPTER 29, ZONING OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA

WHEREAS, it is the purpose of the Central Business District Overlay to provide guidance for building, site design standards, maintenance, and development within the district; and

WHEREAS, these amendments clarify the review process and provide more objectivity to the design criteria; and

WHEREAS, these amendments outline best practices of storefront design with the intent to continue and strengthen the quality of development in the downtown; and

WHEREAS, the Planning and Zoning Commission has reviewed the proposed changes to the ordinance and recommends approval; and

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

SECTION 1. The Code of Ordinances of the City of Cedar Falls, Iowa is hereby amended as follows:

A. Amend *Section 29-2, Definitions, Article I, In General, of Chapter 29, Zoning* by adding the following definitions:

Façade means the entire exterior wall of a building along a street, including all stories.

Storefront means the façade of the ground-level story of a building. The area of the storefront will be calculated using the first 15 vertical feet of the façade, unless otherwise demonstrated by applicant, as evidenced by the storefront cornice height or interior ceiling height.

B. Section 29-168, CBD, Central Business District Overlay Zoning District, of Division 2, Specific Districts, of Article III, Districts and District Regulations, of Chapter 29, Zoning is hereby repealed in its entirety and the following Section 29-168, is enacted in lieu thereof, as follows:

Sec. 29-168. - CBD, Central business district overlay zoning district.

- (a) *Purpose and intent.* The purpose of the CBD, central business district overlay zoning district (hereinafter the "overlay district") is to provide guidance for future development in the specified area and to encourage continued successful business development in the downtown Cedar Falls area. The overlay district is intended to allow land uses and to encourage appropriate building design standards in a manner that complements and strengthens the downtown retail and service business sector. Originally developed as a compact, multi-functional, walkable environment, the overlay is intended to support pedestrian access and use. The provisions of this section shall apply in addition to any other zoning district regulations and requirements in which the land may be classified. In case of conflict, the more specific standard shall apply.
- (b) *Boundaries.* The CBD, central business district overlay boundaries are generally outlined in the image below. The legal description and official zoning map of the overlay is on file in the office of the city clerk.

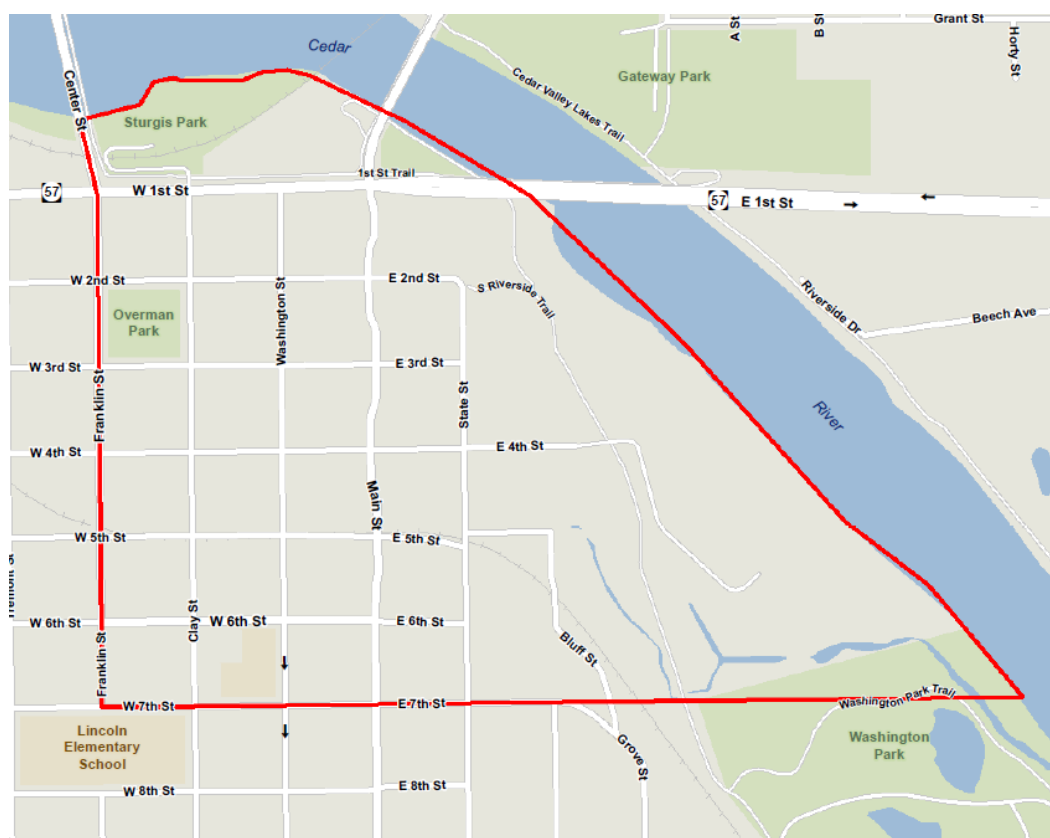


Figure 1 – CBD boundary map

- (c) *Permitted uses.*
 - (1) Allowable uses within the overlay district include typical commercial, professional office and service oriented businesses, uses or facilities, including hotels and lodging facilities, all such uses currently allowed in the C-1 commercial, C-2 commercial and C-3 commercial districts unless herein limited. If the underlying zoning district is more restrictive than the C-3 commercial district, then only those uses permitted in the more restrictive district shall be allowed.

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- (2) Residential uses are allowable subject to planning and zoning commission and city council review and approval. No residential use may be established on the ground floor of any building within the commercial area bounded by First Street south to Sixth Street from Washington Street east to State Street. Residential uses are encouraged to be established in upper levels of downtown commercial buildings (hereinafter referred to as "mixed-use buildings").
- (d) *Conditional uses.* Where some question arises whether a particular commercial use is appropriate within the overlay district, the use may be allowed subject to planning and zoning commission and city council review and approval, provided that the proposed use conforms to the prevailing character of the downtown area and provided that the use will not necessitate the use of outdoor storage areas. In addition, such uses must not generate excessive amounts of noise, odor, vibrations or fumes, or truck traffic. If the underlying zoning district is more restrictive than the C-3 commercial district, allowable conditional uses will be those generally compatible with the more restrictive standards of the underlying zoning district. Examples of uses that may be allowed subject to approval of a conditional use permit are:
- (1) Auto repair shop.
 - (2) Printing or publishing facility.
 - (3) Limited manufacturing activity that is directly related to the operation of a retail business conducted on the premises.
 - (4) Plumbing and heating shop.
 - (5) Sign painting shop.
 - (6) Appliance repair shop.
 - (7) Home supply business.
- (e) *Prohibited uses.* In all cases the following uses will not be allowed within the overlay district either as permitted or conditional uses:
- (1) Lumber yards.
 - (2) Used or new auto sales lots and displays.
 - (3) Auto body shop.
 - (4) Storage warehouse or business.
 - (5) Mini-storage warehouse.
 - (6) Sheet metal shop.
 - (7) Outdoor storage yard.
- (f) *Site plan review.* Any proposed substantially improved or new building structure or development, including proposed residential facilities, must submit a detailed site plan and building plans for review and approval by the planning and zoning commission and the city council. Applicants are encouraged, but not required, to consult with Community Main Street's Design Guidelines and Design Committee as a design resource. Elements to be considered in this review process are proposed use, proposed building improvements or new structural elements, with particular attention to exterior building design elements, parking provision (see section 29-177 parking regulations), and how the proposed improvement or development will complement existing nearby uses and building design elements.

"Substantial *improvement*" includes any new building construction within the overlay district or any renovation of an existing structure that involves any modification of the exterior appearance

of the structure by virtue of adding or removing exterior windows or doors or altering the color or exterior materials of existing walls. All facade improvements, changes, alterations, modifications or replacement of existing facade materials will be considered a substantial improvement. Included in this definition are any new, modified or replacement awning structures or similar material extensions over the public sidewalk area. A substantial improvement also includes any increase or decrease in existing building height and/or alteration of the existing roof pitch or appearance.

The following shall be exempt from site plan review:

- (1) Existing detached single-unit and multi-unit dwellings containing less than seven units; not including mixed-use buildings.
 - (2) Routine repair or replacement of existing roof materials, awnings, or other minor façade elements that do not materially change the appearance, shape or configuration of the existing building will not be considered a "substantial improvement".
 - (3) Emergency repairs needed as the result of unanticipated building or facade damages due to events such as fire, vandalism, or weather related damages, provided that the needed repairs do not alter the appearance of the structure prior to the event causing the unanticipated damages.
- (g) *Parking:* On-site parking in the downtown area will not be required for principal permitted commercial, professional office or service business uses or facilities. Any proposed residential use established within the overlay district must conform to the parking regulations described in section 29-177.
- (h) *Front Setbacks.*
- (1) New commercial and mixed-use buildings shall be placed to the front and corner of lots, and set back a minimum of 0 feet and maximum of 10 feet from any street-side lot line.
 - (2) New residential or expansions of residential buildings shall be setback a minimum of 10 feet.
- (i) *Building design review.* All substantially improved or new building structures within the overlay district shall be reviewed by the planning and zoning commission and the city council for architectural compatibility with surrounding structures. Paramount to this review will be consideration of building materials, exterior building materials on all sides, coloration of materials, building height, roof line, size and location of windows and doors, roof mounted appurtenances, and facades. For the purposes of this section, when a building is located on a corner lot the primary street shall be the north-south street, with other streets being considered secondary. In addition to consideration of typical physical structural improvements to structures, review is also required of any wall painting, mural wall signs or painted artwork or other similar applications to exterior walls. The purpose of review of said exterior wall paintings or drawings is to ensure that said applications are consistent with the prevailing standards and character of the downtown area. The following design elements will be reviewed:
- (1) *Proportion:* The relationship of width and height of the front elevations of adjacent buildings shall be considered in the construction or alteration of a building. An effort should be made to generally align horizontal elements along a street frontage, such as cornice lines, windows, awnings and canopies. The relationship of width and height of

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windows and doors of adjacent buildings shall be considered in the construction or alteration of a building. Particular attention must be given to the scale of street level doors, walls and windows. Blank walls at the street level are to be discouraged. Elements such as windows, doors, columns, pilasters, and changes in materials, artwork, or other architectural details that provide visual interest must be distributed across the façade in a manner consistent with the overall design of the building.

- (2) *Roof shape, pitch and direction:* The similarity or compatibility of the shape, pitch and direction of roofs in the immediate area shall be considered in the construction or alteration of a building. Routine repair and maintenance or replacement of existing roof materials will not be subject to review provided that the existing roof line and configuration is not altered during the course of said repairs or maintenance.
- (3) *Pattern:* Alternating solid surfaces and openings (wall surface versus doors and windows) in the front facade, sides and rear of a building create a rhythm observable to viewers. This pattern of solid surfaces and openings shall be considered in the construction or alteration of a building.
- (4) *Building Composition (See Figure 2):*
 - (i) To create visual interest and visually break up long building walls, facades on buildings greater than 50 feet in length shall be divided vertically into bays. Façade bays shall be a minimum of 20 feet wide and a maximum 40 feet wide. The bays shall be distinctive but tied visually together by a rhythm of repeating vertical elements, such as window groupings, pilasters, window bays, balconies, changes in building materials and textures, and/or by varying the wall plane of the façade.
 - (ii) To avoid flat, continuous, and overly long upper floor facades, the maximum length of a wall plane of the façade is 60 feet. Articulation between continuous upper floor façade sections shall be accomplished by recessing the façade 1 foot minimum for a distance of at least 10 feet. This recessed section would count as a façade bay per paragraph (i), even if the width is less than 20 feet.
 - (iii) Storefronts in mixed-use buildings shall be distinguished from the upper floors by a horizontal element, such as a cornice, band board, or soldier course to create a distinctive base to the building.
 - (iv) For all mixed-use and commercial buildings, the minimum ground floor, floor-to-structural ceiling height is 14 feet.

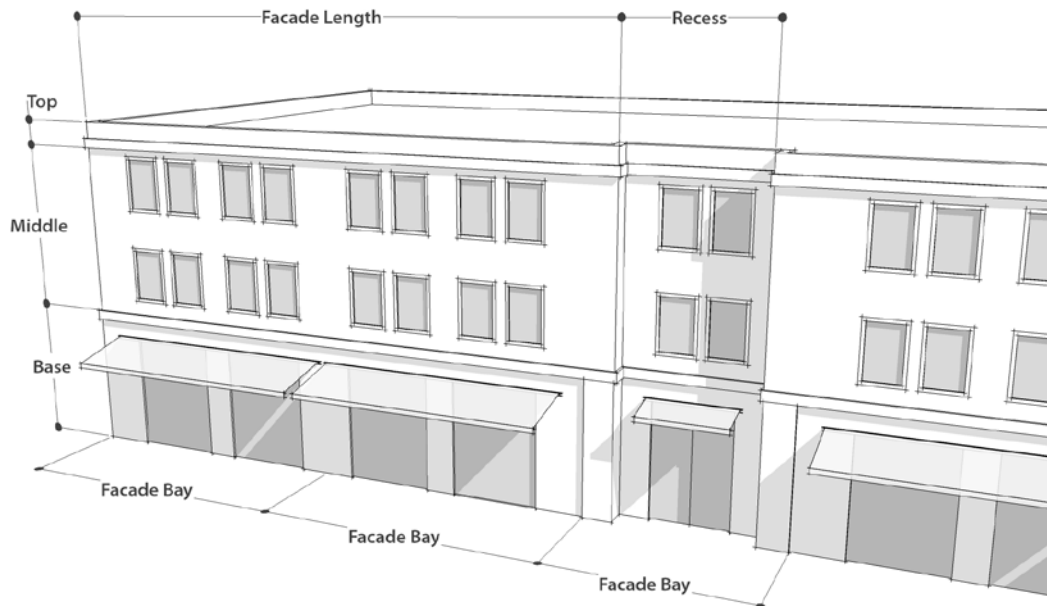


Figure 2 – Building composition example

- (5) *Windows and Transparency:* The size, proportion, and type of windows need to be compatible with existing neighboring buildings. For storefronts, the following standards shall apply:
- (i) A minimum of 70% of the storefront area between 2 and 10 feet in height above the adjacent ground level shall consist of clear and transparent storefront windows and doors that allow views into the interior of the store. The bottom of storefront windows shall be no more than 2 feet above the adjacent ground level, except along sloping sites, where this standard shall be met to the extent possible so that views into the interior of the store are maximized and blank walls are avoided. Exceptions may be allowed for buildings on corner lots where window coverage should be concentrated at the corner, but may be reduced along the secondary street façade, and for repurposing of buildings not originally designed as storefront buildings (e.g. re-purposing of an industrial or institutional building).
 - (ii) Transom windows are encouraged above storefront display windows. Residential window types, reflective (mirrored), or colored glass are not allowed for storefronts.
 - (iii) Glazing should be clear and highly transparent to maximize views into the store. Low-E or tinted glazing will reduce transparency, so is discouraged for storefront windows, but if used, the glass chosen should have a high visible light transmittance and low reflectivity.
 - (iv) Removing storefront windows or reducing storefront window coverage is discouraged and will require Planning & Zoning Commission and City Council approval.
- (6) *Materials and texture:* The similarity or compatibility of existing materials and texture on the exterior walls and roofs of the buildings in the immediate area shall be considered in the construction or alteration of a building. A building or alteration will be considered compatible if the materials and texture used are appropriate in the context of other buildings in the immediate area.

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Street-facing facades shall be comprised of at least 50% brick, stone, or terra cotta. Side and rear walls shall be comprised of at least 25% brick, stone, or terra cotta. These high quality materials should be concentrated on the base of the building.

The following materials may be used in limited amounts:

- (i) Fiber cement, aluminum, metal, pre-formed panels, painted wood, or anything similar – Up to 35 percent of any one siding material may be used on the street-facing façade and up to 40 percent of any other sides. These materials are not generally allowed for storefronts. Fiber cement board should be high quality and smooth-faced. Metal shall be heavy gauge and non-reflective. Durability and maintenance of the metal shall be carefully considered if used in high use areas.
 - (ii) Concrete and Precast Concrete- This includes site-poured or preformed concrete items. Use is limited to architectural elements such as window hoods, cornices, columns, capitals, etc. Architectural CMU may be used in combination with other materials such as brick, stone or terra cotta. Except for burnished/polished or glazed units, CMU is not generally allowed on the storefront level, however, architectural CMU, such as split-face, ground-face, and rock-face, may be used as an accent material on the storefront level.
 - (iii) EFIS may only be used for architectural detailing above the ground floor
 - (iv) In the case of an unenclosed rear or roof deck, stained wood is permitted.
- (7) *Color:* The similarity or compatibility of existing colors of exterior walls and roofs of buildings in the area shall be considered in the construction or alteration of a building. Buildings in the CBD utilize earth and neutral tones; however, other colors can highlight the architectural features of a building and are acceptable as accents. Accents generally include trim areas and comprise up to 15% of the façade. Painting unpainted brick or stone is discouraged.
- (8) *Architectural features:* Architectural features including but not limited to cornices, entablatures, doors, windows, shutters, fanlights and other elements prevailing in the area shall be considered in the construction or alteration of a building. It is not intended that the details of existing buildings be duplicated precisely, but those features shall be suggestive of the extent, nature and scale of details that would be appropriate on new buildings or associated with building alterations.
- (9) *Building Entries:* This section applies to new mixed use and commercial buildings.
- (i) Primary entries to ground floor building space and to common lobbies accessing upper floor building space shall be located along street-facing facades. For buildings with more than one street-facing façade, entries along facades facing primary streets are preferred. Building entries along rear and side facades or from parking garages may not serve as principal building entries. Buildings with more than three street-facing facades shall have building entries on at least two street-facing sides.
 - (ii) For buildings that contain residential dwelling units, there must be at least one main entrance on the street-facing façade or façade facing a prominent residential courtyard that provides pedestrian access to dwelling units within the building. Access to dwelling units must not be solely through a parking garage or from a rear or side entrance.

- (ii) For storefronts with frontage of 100 feet or more, a visible entryway shall be provided a minimum of every 50 feet.
 - (iii) Entryways into a storefront will be at grade with the fronting sidewalks.
 - (iv) Entryways shall be designed to be a prominent feature of the building. The use of architectural features such as awnings, canopies, and recessed entries are encouraged.
- (10) *Exterior mural wall drawings, painted artwork, exterior painting:* These elements shall be reviewed to consider the scale, context, coloration and appropriateness of the proposal in relation to nearby facades and also in relation to the prevailing character of the downtown area. Exterior painting of detached single unit and two-unit residential structures within the district shall be exempt from this provision. Other multi-unit dwelling structures will be subject to this review.
- (j) *Signage.* All signage shall conform to requirements of the Cedar Falls sign regulations outlined in the Zoning Ordinance Section 29-202, except as provided for below:
- (1) Freestanding signs:
 - (i) When located adjacent to any street other than First Street, shall not exceed 15 feet in height and 40 square feet in surface area.
 - (ii) When located adjacent to First Street, shall not exceed 25 feet in height and 60 square feet in surface area.
 - (iii) One freestanding or monument sign shall be allowed per lot provided all components are entirely on private property. In the case of a double frontage lot, a second sign may be considered.
 - (iv) Monumental signs: Shall not exceed 8 feet in height and 40 square feet in surface area.
 - (2) Projecting signs: One projecting sign per business is permitted on the primary façade. Signs which are permitted to encroach over or upon public rights-of-way shall meet the following standards and clearance height:
 - (i) Vehicular ways: 14 feet clear above the vehicular way, unless public services necessitate higher clearance.
 - (ii) Pedestrian ways: 10 feet clear above the pedestrian way. For blade signs and awnings, the minimum clearance height shall be 8 feet.
 - (iii) Blade signs are limited to an area of 4 square feet and a projection of 2.5 feet from an exterior wall.
 - (iv) All projecting signs, excluding blade signs, shall project no further than half the width of the sidewalk that the storefront is located on or 5 feet, whichever is less.
 - (v) All projecting signs, excluding blade signs, shall be no larger in size than 1 square foot for each linear foot of the side of the building to which the sign is attached, not to exceed 40 square feet per sign face.
 - (vi) Corner projecting signs are those that are visible from two or more intersecting streets, and shall be allowed as long as they do not exceed 40 square feet per sign face.
 - (3) Window Signs and film: Permanent or adhered window signage and film shall not exceed 25% of glazing of the first 15 vertical feet of wall area and shall not be placed in a manner that prevents views into a storefront.

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- (4) Wall Signs: Wall signs shall not exceed 10% of the total wall area, and in no case shall exceed 10% of the area of the storefront. Wall signs on storefronts shall not extend beyond or above an existing sign band or extend over or detract from the architectural features of the building facade, such as cornices, pilasters, transoms, window trim, and similar.
 - (5) Billboards: Prohibited
 - (6) Roof signs: Prohibited
 - (7) Illuminated signs: Illuminated signs are permitted. External illumination should be provided by a continuous light source directed onto the sign. The use of internally lit signs (back-lit plastic) is acceptable for monument and freestanding signs. The use of internally lit wall and projecting signs (back-lit plastic) are permitted when the background is opaque at night.
- (k) *Removal or demolition of building structures.* Removal or demolition of structures within the overlay district is allowable, subject to securing a demolition permit with the city inspection services division. If no immediate building reconstruction plans are proposed within 30 days following building removal or demolition, the site shall be filled and graded to a topographic elevation equal to or level with surrounding adjacent property natural grade levels. All drainage shall be directed away from existing buildings. Within 30 days of final grading of the site or at the earliest opportunity during the growing season conducive to plant germination, the site shall be seeded with grass. Reasonable efforts shall be taken by the property owner to ensure proper germination of the vegetation and the property owner must maintain the property in accordance with city ordinances.
- (l) Exceptions: The Planning and Zoning Commission and City Council may approve deviations from the standards if there are characteristics of the site or building that makes it difficult or infeasible to meet the requirements outlined in this section, such as buildings located on a corner lot, sloping sites, reuse of an existing building that was not originally designed as a storefront building, or other similar situation. To be granted an exception the applicant must provide:
- (1) A detailed explanation of why the specific standard cannot be met;
 - (2) The proposed building is uniquely designed to fit the characteristics of the site and the surrounding neighborhood, is consistent with the purpose and intent of the CBD, Central Business District Overlay, and will not detract from or be injurious to other properties in the vicinity.
 - (3) The Planning and Zoning Commission or City Council may require an alternative design solution that is consistent with the intent of the standard being modified.

INTRODUCED: _____ September 4, 2018 _____
PASSED 1ST CONSIDERATION: _____
PASSED 2ND CONSIDERATION: _____
PASSED 3RD CONSIDERATION: _____
ADOPTED: _____

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

Sec. 29-2. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. The word "used" or "occupied" includes the words "intended, designed or arranged to be used or occupied."

Access drive means a driveway or easement allowing access to a lot not having frontage upon a street.

Accessory use or structure means a use or structure on the same lot with and of a nature customarily incidental and subordinate to the principal use or structure. Said accessory structures are customarily used for storage or parking purposes. No residential dwelling unit or business or commercial office may be established within an accessory structure.

Administrator means the federal insurance administrator, to whom the secretary has delegated the administration of the program.

Alley means a public way, other than a street, 20 feet or less in width, affording a secondary means of access to abutting property.

Apartment hotel means a building containing both dwelling units and rooming units, used primarily for permanent occupancy.

Assessed value means the assessed value for general property tax purposes of a property as established by the Assessor of Black Hawk County, Iowa.

Base Flood means the flood having a one percent (1%) chance of being equaled or exceeded in any given year (See 100-year (1%) flood). This is the regulatory standard also referred to as the "100-year flood". The base flood is the national standard used by the National Flood Insurance Program (NFIP) and all Federal Agencies for the purpose of requiring the purchase of flood insurance and regulating new development. Base Flood Elevations (BFEs) are typically shown on the Flood Insurance Rate Maps (FIRMs).

Basement means any enclosed area of a building which has its floor or lowest level below ground level (subgrade) on all sides. Any basement situated with less than one-half of its height below grade shall be counted as a story for the purpose of height regulations. A basement having more than one-half of its height below grade is not included in computing the number of stories for the purpose of height measurement. Also see "Lowest floor."

Bed and breakfast enterprises is synonymous with lodging house or guest lodging and means any building or portion thereof containing not more than five guest rooms for which compensation is received for short-term overnight lodging.

Bed and breakfast inn is synonymous with hotel, and means a lodging establishment containing six or more guest rooms.

Boardinghouse means a building other than a hotel or other overnight lodging facility where, for compensation, lodging and meals are provided by the building owners or managers for resident boarders with meals for all resident boarders provided in a central kitchen facility within said building. Residents within said boardinghouse facility shall be accommodated with weekly, monthly, or yearly tenant agreements or leases.

Building means all residential housing, cabins, factories, warehouses, storage sheds and other walled or roofed structures constructed for occupancy by people or animals or for storage of materials.

Building, height of means the vertical distance from grade to the highest point of any roof ridge.

Building line means a line on a plat of official record indicating the minimum distance of open space that must be maintained between the property line and any structure on the lot.

Building setback (see Yard) means the minimum required area of unobstructed open space on a lot measured from the property line.

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Carport means a roofed structure providing space for the parking of motor vehicles and enclosed on not more than two sides. A carport attached to a principal building shall be considered as part of the principal building and subject to all yard requirements in this chapter.

Channel means a natural or artificial watercourse having definite banks and beds with visible evidence of flow or occurrence of water.

Clinic means a building used by physicians or dentists, osteopaths, chiropractors and allied professions for outpatient care of persons requiring such professional service.

Day nursery or nursery school means any private agency, institution, establishment or place which provides supplemental parental care or educational work, other than lodging overnight, to more than 12 children.

Development means any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations.

Driveway, commercial means an improved area that is designed and intended to provide vehicular ingress and egress from a public street or public alley to and across a private property. It provides access to facilities on the private property including parking lots, garages, warehouses or business sites. Commercial driveways may cross property lines to access multiple businesses when specifically permitted by the city.

Driveway, hard surface means a paved area, as defined in article VI, of chapter 23, of this Code. It does not include gravel or granular surface materials.

Driveway, residential means an improved area that is designed and intended or used to provide vehicular ingress and egress from a public street or public alley to and across a private property. Driveways shall be entirely paved with a hard surface material. Driveways may provide off-street parking for dwellings and access to garages, parking areas and parking lots, when these facilities are specifically permitted. See section 29-179 for additional regulations.

Dwelling means any building or portion thereof which is designed or used exclusively for residential purposes, but not including a tent, cabin or travel trailer.

Dwelling, condominium means a multiple dwelling whereby the fee title to each dwelling unit is held independently of the others.

Dwelling, multiple means a residence designed for or occupied by three or more families, with separate housekeeping and cooking facilities for each.

Dwelling, row means any one of three or more attached dwellings in a continuous row, each such dwelling designed and erected as a unit on a separate lot, and separated from one another by an approved wall.

Dwelling, single-family means a detached residence designed for or occupied by one family only.

Dwelling, single-family bi-attached means a dwelling designed for or occupied by one family only which is erected on a separate lot and is joined to another such residence on one side only by a wall located on the lot line and which has yards on the remaining sides.

Dwelling, two-family means a residence designed for or occupied by two families only, with separate housekeeping and cooking facilities for each.

Dwelling unit means a room or group of rooms which is arranged, designed or used as living quarters for the occupancy of one family, containing bathroom or kitchen facilities.

Elevating means raising a structure or property by fill or other means to or above the minimum flood protection level.

Encroachment limits means a set of lines which delineate the boundaries of the floodway established in the floodplains as the designated width of channel and overbank areas through which the regulatory flood must pass.

Façade means the entire exterior wall of a building along a street, including all stories.

Factory-built home park means a parcel or contiguous parcels of land divided into two or more factory-built housing lots for rent or sale.

Factory-built housing means any structure, designed for residential use, which is wholly or in substantial part made, fabricated, formed or assembled in manufacturing facilities for installation or assembly and installation on a building site. Factory-built housing includes mobile homes, manufactured homes and modular homes and also includes park trailers and other similar vehicles placed on a site for greater than 180 consecutive days.

Factory-built structure means any structure which is, wholly or in substantial part, made, fabricated, formed or assembled in manufacturing facilities for installation, or assembly and installation, on a building site.

Fair market value means the dollar amount a person would be willing but not obligated to accept, and a buyer would be willing but not compelled to pay, for an item of sale. It is an estimate of what is a fair, economic, just and equitable value under normal local market conditions. In appropriate circumstances this may be the assessed value of the property.

Family means one or more persons occupying a single dwelling unit, provided that, unless all members are related by blood, marriage or adoption, no such family shall contain over four persons.

Family day care home means an occupied residence in which a person provides supplemental parental care or educational work, other than lodging overnight, to more than six but not more than 12 children.

Flood means a temporary rise in the channel flow or stage, resulting from the overflow of streams or rivers or from the unusual and rapid runoff of surface waters from any source, that results in water overflowing and inundating normally dry lands adjacent to the channel.

Flood elevation means the elevation flood-waters would reach at a particular site during the occurrence of a specific flood. For instance, the "100-year flood" or the "100-year (1%) flood" is that flood, the magnitude of which has a one percent (1%) chance of being equaled or exceeded in any given year. The "500-year flood" or the "500-year (0.2%) flood" is that flood, the magnitude of which has a two-tenths of one percent (0.2%) chance of being equaled or exceeded in any given year.

Flood insurance rate map (FIRM) means the official map prepared as part of, but published separately from, the flood insurance study, which delineates both the flood hazard areas and the risk premium zones applicable to the community.

Flood insurance study means a study initiated, funded or published by the Federal Insurance Administration and approved by the Federal Emergency Management Agency (FEMA), for the purpose of evaluating in detail the existence and severity of flood hazards, providing the city with the necessary information for adopting a floodplain management program, and establishing actuarial flood insurance rates.

Floodplain means any land susceptible to being inundated by water as a result of a flood.

Floodplain buildable area means that portion of the lot remaining after the minimum yard area requirements (i.e., setbacks) of this chapter have been met, and shall not include that portion of the property within the 500-year floodplain.

Flood profile means a graph or a longitudinal profile showing the relationship of the water surface elevation of a flood event to a location along a stream or river.

Floodproofing means a combination of structural provisions, changes or adjustments incorporated in the design or construction and alteration of individual buildings, structures or properties, including utilities, water treatment and sanitary facilities, which will reduce or eliminate flood damages.

Floodway means the channel of a river or stream and those portions of the floodplain adjoining the channel which are reasonably required to carry and discharge floodwaters or flood flows associated with

the regulatory flood, so that confinement of flood flows to the floodway area will not result in substantially higher flood levels and flow velocities.

Floodway fringe means the land adjacent to a body of water between the floodway and the outer (landward) limits of the special flood hazard area, as defined by the regulatory flood as delineated on the official floodplain zoning map.

Floor area ratio means the gross floor area of all buildings on a lot, divided by the lot area on which the buildings are located.

Garage, private means an enclosed structure intended for the parking of the private motor vehicle of the families resident upon the premises.

Gasoline filling station means any building or premises used for:

- (1) The retail sale of liquefied petroleum products for the propulsion of motor vehicles, including sale of such products as kerosene, fuel oil, package naphtha, lubricants, tires, batteries, antifreeze, motor vehicle accessories and other items customarily associated with the sale of such products;
- (2) The rendering of services and making of adjustments and replacements to motor vehicles, and the washing, waxing and polishing of motor vehicles, as incidental to other services rendered; and
- (3) The making of repairs to motor vehicles, except those of a major type. Repairs of a major type are defined to be spray painting, body, fender, clutch, transmission, differential, axle, spring and frame repairs, major overhauling of engines requiring the removal of the engine cylinder head or crankcase pan, repairs to radiators requiring the removal thereof, or complete recapping or retreading of tires.

Group home means a community-based residential home which is licensed as a residential care facility or an intermediate care facility for the mentally retarded under I.C.A. ch. 135C or as a child foster care facility under I.C.A. ch. 237 to provide room and board, personal care, habilitation services and supervision in a family environment exclusively for handicapped persons, as defined in section 3602(f) of the Fair Housing Amendments Act, and any necessary support personnel. However, group home does not mean an individual foster care family home licensed under I.C.A. ch. 237.

Guest room means a room that is intended, arranged or designed to be occupied by no more than three guests, but in which no mechanical provision is made for cooking, heating or cooling of food or beverages.

Habitable space for flood protection purposes means any floor or level, including a basement, which is suitable for human habitation. It excludes a garage, a detached accessory structure, or an area for housing electrical, plumbing, heating, ventilating and other utility systems underneath a structure elevated to comply with flood protection requirements.

Historic structure means a structure that is:

- (a) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of Interior as meeting the requirements for individual listing on the National Register.
- (b) Certified or preliminarily determined by the Secretary of Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (c) Individually listed on a state inventory of historic places in states with historic places in states with historic preservation programs which has been approved by the Secretary of Interior; or
- (d) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 1. By an approved state program as determined by the Secretary of Interior or

2. Directly by the Secretary of Interior in states without approved programs.

Home occupation means a secondary use carried on entirely within the residence where there is no evidence of such occupation being conducted on the premises by virtue of outside storage, displays, noise, odors, electrical disturbances or traffic generation, with no more than one nonresident assistant and where not more than one-half of the floor area of any one floor is devoted to such use. Only one nameplate shall be allowed.

Hotel means a building in which lodging is provided and offered to the public for compensation, and which is open to transient guests, in contradistinction to a boardinghouse or roominghouse.

Junkyard means any area where waste, discarded or salvaged materials are bought, sold, exchanged, baled or packed, disassembled, kept, stored or handled, including house wrecking yards, used lumber yards and places or yards for storage of salvaged house wrecking and structural steel materials and equipment; but not including areas where such uses are conducted entirely within a completely enclosed building, and not including automobile, tractor or machinery wrecking and used parts yards and the processing of used, discarded or salvaged materials as part of manufacturing operations, and not including contractors' storage yards.

Kennel means any premises on which four or more dogs or four or more cats, six months old or older, are kept. The term shall not include a veterinary hospital.

Landscape area means that area of private property maintained as open or "green" space, not subject to vehicular traffic, which consists of living landscape material.

Lot means 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 required in this chapter. 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:

- (1) A single lot of record;
- (2) A portion of a lot of record;
- (3) 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
- (4) A parcel of land described by metes and bounds;

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

Lot, corner means a lot abutting upon two or more streets at their intersection.

Lot depth means the mean horizontal distance between the front and rear lot lines.

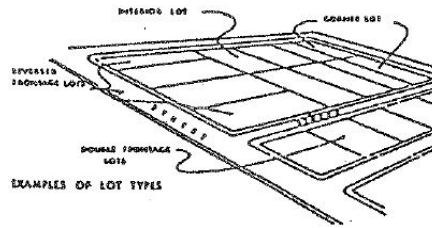
Lot, double frontage means a lot having a frontage on two nonintersecting streets, as distinguished from a corner lot.

Lot, interior means a lot other than a corner lot.

Lot lines means the lines bounding a lot.

Lot of record means a lot which is a part of a subdivision recorded in the office of the county recorder, or a lot or parcel described by metes and bounds, the description of which has been so recorded.

Lot, reversed frontage means a corner lot, the side street line of which is substantially a continuation



of the front line of the first platted lot to its rear.

;p0; *Lot width* means the width of a lot measured at the building line and at right angles to its depth.

Lowest floor means the floor of the lowest enclosed area in a building, including a basement, except when all the following criteria are met:

- (1) The enclosed area is designed to flood to equalize hydrostatic pressure during floods, with walls or openings that satisfy the floodway fringe performance standard pertaining to new and substantially improved structures;
- (2) The enclosed area is unfinished (not carpeted, drywalled, etc.) and used solely for low damage potential uses such as building access, parking or storage;
- (3) Machinery and service facilities (e.g., hot water heater, furnace and electrical service) contained in the enclosed area are located at least one foot above the 500-year (0.2%) flood level; and
- (4) The enclosed area is not a basement.

In cases where the lowest enclosed area satisfies the criteria of subsections (1), (2), (3) and (4) of this definition, the lowest floor is the floor of the next highest enclosed area that does not satisfy such criteria.

Main body means that portion of a dwelling encompassed by the exterior walls as originally assembled or built. When a dwelling is irregularly shaped, the main body shall be construed as that portion of the structure occupying the majority of geometric bulk.

Manufactured home means a factory-built single-family structure, which is manufactured or constructed under the authority of 42 USC section 5403, Federal Manufactured Home Construction and Safety Standards, and is to be used as a place for human habitation, but which is not constructed with a permanent hitch or other device allowing it to be moved other than for the purpose of moving to a permanent site, and which does not have permanently attached to its body or frame any wheels or axles. A mobile home is not a manufactured home unless it has been converted to real property and is taxed as a site-built dwelling. Manufactured homes shall be considered the same as any site-built single-family detached dwelling.

Mini-storage warehouses means a building or group of buildings in a controlled access and fenced compound that contains varying sizes of individual compartmentalized stalls or lockers for the storage of customers' goods or wares.

Mobile home means any vehicle without motive power used or so manufactured or constructed as to permit its being used as a conveyance upon the public streets and highways, and so designed, constructed or reconstructed as will permit the vehicle to be used as a place for human habitation by one or more persons; but shall also include any such vehicle with motive power not registered as a motor vehicle in the state. A mobile home is factory-built housing built on a chassis. A mobile home shall not be construed to be a travel trailer or other form of recreational vehicle. A mobile home shall be construed to remain a mobile home, subject to all regulations applying thereto, whether or not wheels, axles, hitch or other appurtenances of mobility are removed and regardless of the nature of the foundation provided. However, certain mobile homes may be classified as manufactured homes. Nothing in this chapter shall be construed as permitting a mobile home in other than an approved mobile home park, unless such mobile home is classified as a manufactured home.

Mobile home accessory building or structure means any awning, cabana, ramada, storage structure or carport, fence, windbreak or porch established for the use of the occupants of the mobile home on a mobile home space.

Mobile home space means a designated portion of the mobile home park designed for the accommodation of one mobile home and for its accessory buildings or structures for the exclusive use of the occupant.

Modular home means factory-built housing certified as meeting the Iowa State Building Code as applicable to modular housing. Once certified by the state, modular homes shall be subject to the same standards as site-built homes.

New construction (new buildings, new mobile home parks) means those structures or development for which the start of construction commenced on or after February 1, 1985.

Nursing or convalescent home means a building or structure having accommodations and where care is provided for invalid, infirm, aged, convalescent or physically disabled or injured persons, not including insane and other mental cases, inebriates or contagious cases.

Obstruction means any dam, wall, wharf, embankment, levee, dike, pile, abutment, projection, excavation, channel rectification, bridge, conduit, culvert, building, wire, fence, rock, gravel, refuse, fill, structure or matter in, along, across or projecting into any watercourse or floodplain area which may impede, retard or change the direction of the flow of water, either in itself or by catching or collecting debris carried by such water, or that is placed where the flow of water might carry material or structure downstream to the damage of other properties.

Official floodplain zoning map means the maps on file with the city that indicate those portions of land known as the floodway, floodway fringe and general floodplain, which are subject to the regulations of this chapter.

One hundred (100) year flood means a flood, the magnitude of which has a one percent (1%) chance of being equaled or exceeded in any given year or which, on average, will be equaled or exceeded at least once every one hundred (100) years.

Parking area means that portion of a parcel of land that is improved and designated or commonly used for the parking of one or more motor vehicles.

Parking lot means an area improved and designated or commonly used for the parking of three or more motor vehicles.

Parking space, also Parking stall means an area measuring at least nine feet wide and 19 feet long for all commercial, institutional, or manufacturing uses or eight feet wide and 18 feet long for residential uses only, connected to a public street or alley by a driveway not less than ten feet wide, and so arranged as to permit ingress and egress of motor vehicles without moving any other vehicle parked adjacent to the parking space.

Permanent storage means the volume of water which is stored upstream from a dam or in an impoundment up to the level of the principal outlet works of the structure, usually expressed in acre-feet.

Porch, unenclosed means a roofed projection which has no more than 50 percent of each outside wall area enclosed by a building or siding material other than meshed screens.

Principal use means the main use of land or structures, as distinguished from an accessory use.

Program means the National Flood Insurance Program (NFIP).

Public damages shall consist of but not necessarily be limited to the following:

(1) Physical flood damage to:

- a. Streets.
- b. Sewers.
- c. Water mains.

- d. Other public utilities.
 - e. Public buildings.
 - f. Bridges.
 - g. Recreational trails.
- (2) Expenditures for:
- a. Emergency flood protection.
 - b. Evacuation and relief.
 - c. Rehabilitation and cleanup.
- (3) Losses due to:
- a. Interruption of utilities and transportation routes.
 - b. Interruption of commerce and employment.

Public sewer system means a municipally owned, operated and maintained sanitary sewer system.

Public water supply means a municipally owned, operated and maintained water supply.

Reach is a hydraulic engineering term used to describe longitudinal segments of a stream or river. A reach will generally include the segment of the flood hazard area where flood heights are primarily controlled by manmade or natural obstructions or constrictions. In an urban area, an example of a reach would be the segment of a stream or river between two consecutive bridge crossings.

Recreational vehicle means a vehicle built on a single chassis; 400 square feet or less when measured at the largest horizontal projection; designed to be self-propelled or permanently towable by a light duty truck; and designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational camping, travel, or seasonal use.

Regulatory flood means a flood, the magnitude of which has a two-tenths (0.2%) of one percent chance of being equaled or exceeded in any given year. Regulatory flood is also referred to in this chapter as the "500-year flood" and the "500-year (0.2%) flood."

Roominghouse means an owner-occupied or manager-occupied single dwelling unit wherein individual sleeping rooms are provided to not less than three unrelated resident tenants. Not more than one kitchen facility shall be established within said structure wherein meals may be prepared by resident tenants. Said rooming or boarding facility shall be distinctive from transient lodging facilities such as hotels, beds and breakfasts, other overnight lodging facilities or public eateries. Residents within said roominghouse facility shall be accommodated with weekly, monthly, or yearly tenant agreements or leases.

Satellite receiving dish means a device whose purpose is to receive communication or other signals from orbiting satellites and other extraterrestrial sources, most often comprised of an antenna/dish, a low-noise amplifier, and a coaxial cable whose purpose is to carry the signals to a receiver.

Site coverage ratio means that proportion of the lot on which buildings and outdoor storage of materials and products may be placed.

Special Exception Permit means an authorization by the City Board of Adjustment to allow building improvements or other development when such project conforms with specified rules, regulations and/or performance standards required for said improvements or development in special areas of the City as identified by the Zoning Ordinance.

Storefront means the façade of the ground-level story of a building. The area of the storefront will be calculated using the first 15 vertical feet of the façade, unless otherwise demonstrated by applicant, as evidenced by the storefront cornice height or interior ceiling height.

Story means that portion of a building included between the surface of any floor and the surface of the floor next above it, or, if there is no floor above it, then the space between the floor and the ceiling or roof next above it.

Story, half means a space under a sloping roof which has the line of intersection of roof decking and wall face not more than four feet above the top floor level.

Street line means the right-of-way line of a street.

Street, private means any private way 20 feet or more in width which is approved by the city council after recommendation by the city planning and zoning commission.

Street, public means any thoroughfare or public way not less than 30 feet in width which has been dedicated to the public or deeded to the city for street purposes, and also any such public way as may be created after enactment of this chapter, provided it is 40 feet or more in width.

Structural alterations means any replacement or changes in the type of construction or in the supporting members of a building, such as bearing walls or partitions, columns, beams or girders, beyond ordinary repairs and maintenance.

Structure means anything constructed or erected on the ground or attached to the ground, including but not limited to buildings, factories, sheds, cabins, factory-built housing, storage tanks and other similar uses. For zoning purposes anything, excluding fences, judged to be permanently affixed to the site and measuring at least 30 inches in height, as measured from natural grade, shall be considered a structure.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the fair market value of the structure before the damage occurred.

Substantial improvement means any improvement to a structure which satisfies either of the following criteria:

- (1) Any reconstruction, rehabilitation, addition or other improvement of a structure, the cost of which equals or exceeds 50 percent of the fair market value of the structure before the start of construction of the improvement. This term includes structures which have incurred substantial damage, regardless of the actual repair work performed. The term does not, however, include either:
 - a. Any project for improvement of a structure to correct existing violations of state or local health, sanitary or safety code specifications which have been identified by the local code enforcement officer and which are the minimum necessary to ensure safe living conditions; or
 - b. Any alteration to an historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.
- (2) Any addition which increases the original floor area of a structure by 25 percent or more. All additions constructed after February 1, 1985, shall be added to any proposed addition in determining whether the total increase in original floor space would exceed 25 percent. The term does not, however, include either:
 - a. Any project or improvement of a structure to correct existing violations of state or local health, sanitary or safety code specifications which have been identified by the local code enforcement officer and which are the minimum necessary to ensure safe living conditions; or
 - b. Any alteration which will not preclude the structure's continued designation as a historic structure.

Temporary storage means a volume of water which may be stored upstream from a dam or in an impoundment above the level of the principal outlet works, usually expressed in acre-feet.

Travel trailer means a towed recreational vehicle ranging from ten to 35 feet in length and a maximum of eight feet in width.

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Wind energy conversion system means a device or assemblage of devices which directly or indirectly converts wind energy to usable thermal, mechanical or electrical energy.

Variance means a grant of relief by a community from the terms of the zoning ordinance.

Violation means the failure of a structure, property, property use or other development to be fully compliant with City regulations.

Yard means an open space on the same lot with a building or structure unoccupied and unobstructed by any portion of a structure from 30 inches above the general ground level of the graded lot upward. In measuring a yard for the purpose of determining the depth of a front yard or the depth of a rear yard, the least distance between the lot line and the main building shall be used. In measuring a yard for the purpose of determining the width of a side yard, the least distance between the lot line and the nearest permitted building shall be used.

Yard, front means a yard extending across the full width of the lot and measured between the front lot line and the building.

Yard, rear means a yard extending across the full width of the lot and measured between the rear lot line and the building or any projections other than steps, unenclosed balconies or unenclosed porches. On both corner lots and interior lots, the rear yard is the opposite end of the lot from the front yard.

Yard, required means that portion of the front yard, side yard and rear yard as established by the setback requirements of the zoning district or of this chapter. It must be maintained in open, unobstructed space as measured from the property line to the required setback line except for allowable yard encroachments as outlined in section 29-83. If the building structure is located at the required setback line, then the setback distance shall be measured from the property line to the foundation of the structure. Refer to Figure 1.

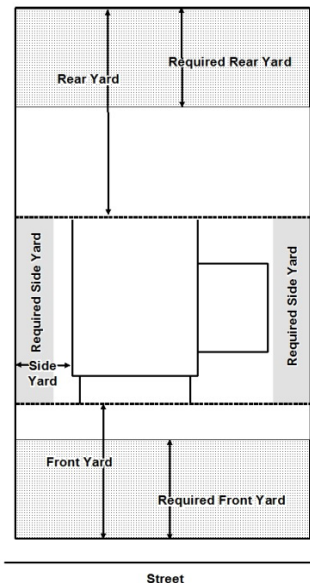


Figure 1

Yard, side means a yard extending from the front yard to the rear yard and measured between the side lot lines and the nearest building.

(Ord. No. 2750, § 1, 7-11-11; Ord. No. 2837, § 1, 3-2-15; Ord. No. 2847, § 1, 7-20-15)

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

Sec. 29-168. - CBD, Central business district overlay zoning district.

- (a) *Purpose and intent* . The purpose of the CBD, central business district overlay zoning district (hereinafter the "overlay district") is to provide guidance for future development in the specified area and to encourage continued successful business development in the downtown Cedar Falls area, ~~particularly in the Main Street Parkade retail and service business area extending from First Street to Sixth Street. However, the overlay district may be extended over other nearby downtown areas.~~ The overlay district is intended to allow land uses and to encourage appropriate building design standards in a manner that complements and strengthens the downtown retail and service business sector. Originally developed as a compact, multi-functional, walkable environment, the overlay is intended to support pedestrian access and use. The provisions of this section shall apply in addition to any other zoning district regulations and requirements in which the land may be classified. In case of conflict, the more specific standard shall apply.
- (b) *Boundaries*. The CBD, ~~commercial central~~ business district overlay ~~zoning district~~ boundaries are generally outlined in the image below. The legal description and official zoning map of the overlay legally described on Attachment A to this ordinance (said attachment is not set out at length herein, but is on file in the office of the city clerk).

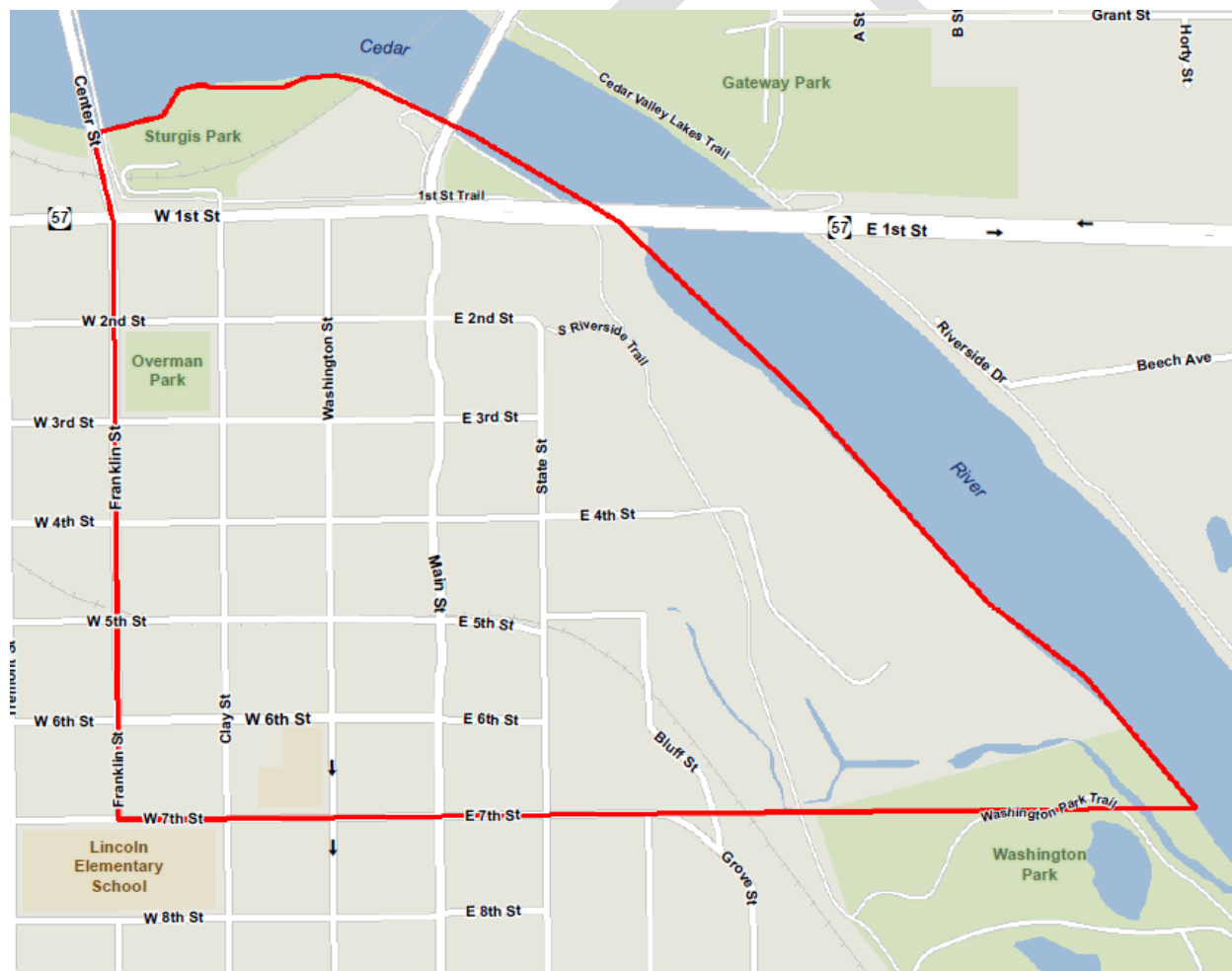


Figure 1 – CBD boundary map

~~(c)~~ *Definition.*

~~"Substantial improvement" includes any new building construction within the overlay district or any renovation of an existing structure that involves any modification of the exterior appearance of the structure by virtue of adding or removing exterior windows or doors or altering the color or exterior materials of existing walls. All facade improvements, changes, alterations, modifications or replacement of existing facade materials will be considered a substantial improvement. Included in this definition are any new, modified or replacement awning structures or similar material extensions over the public sidewalk area. A substantial improvement also includes any increase or decrease in existing building height and/or alteration of the existing roof pitch or appearance. Routine repair or replacement of existing roof materials that do not materially change the appearance, shape or configuration of the existing roof will not be considered a "substantial improvement". Any new freestanding sign, projecting wall sign, or monumental sign, or an increase in size or height of any existing freestanding sign, projecting wall sign, or monumental sign, shall be considered a substantial improvement. Owner-occupied detached single family residences will not be subject to these regulations.~~

~~(c)~~ *Permitted uses.*

- (1) Allowable uses within the overlay district include typical commercial, professional office and service oriented businesses, uses or facilities, including hotels and lodging facilities, all such uses currently allowed in the C-1 commercial, C-2 commercial and C-3 commercial districts unless herein limited. If the underlying zoning district is more restrictive than the C-3 commercial district, then only those uses permitted in the more restrictive district shall be allowed.
- (2) Residential uses are allowable subject to planning and zoning commission and city council review and approval. No residential use may be established on the ground floor of any ~~building store front or shop front located~~ within the ~~Main Street Parkade retail and service~~ commercial area ~~bounded by extending from~~ First Street south to Sixth Street ~~from Washington Street east to State Street, and also extending at least one-half block in depth on any side street perpendicular to said Main Street Parkade area.~~ Residential uses are encouraged to be established in upper levels of downtown commercial ~~buildings/facilities.~~ (hereinafter referred to as "mixed-use buildings").

~~(d)~~ *Conditional uses.* Where some question arises whether a particular commercial use is appropriate within the overlay district, the use may be allowed subject to planning and zoning commission and city council review and approval, provided that the proposed use conforms to the prevailing character of the downtown area and provided that the use will not necessitate the use of outdoor storage areas. In addition, such uses must not generate excessive amounts of noise, odor, vibrations or fumes, or ~~generate excessive amounts of~~ truck traffic. If the underlying zoning district is more restrictive than the C-3 commercial district, allowable conditional uses will be those generally compatible with the more restrictive standards of the underlying zoning district. Examples of uses that may be allowed subject to approval of a conditional use permit are:

- (1) Auto repair shop.
- (2) Printing or publishing facility.
- (3) Limited manufacturing activity that is directly related to the operation of a retail business conducted on the premises.
- (4) Plumbing and heating shop.
- (5) Sign painting shop.
- (6) Appliance repair shop.
- (7) Home supply business.

~~(e)~~ *Prohibited uses.* In all cases the following uses will not be allowed within the overlay district either as permitted or conditional uses:

- (1) Lumber yards.

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- (2) Used or new auto sales lots and displays.
- (3) Auto body shop.
- (4) Storage warehouse or business.
- (5) Mini-storage warehouse.
- (6) Sheet metal shop.
- (7) Outdoor storage yard.

(fg) *Site plan review.* Any proposed substantially improved or new building structure or development, including proposed residential facilities, must submit a detailed site plan and building plans for review and approval by the planning and zoning commission and the city council. Applicants are encouraged, but not required, to consult with Community Main Street's Design Guidelines and Design Committee as a design resource. Elements to be considered in this review process are proposed use, proposed building improvements or new structural elements, with particular attention to exterior building design elements, parking provision (see section 29-177 parking regulations if any), and how the proposed improvement or development will complement existing nearby uses and building design elements. ~~In the case of emergency repairs needed as the result of unanticipated building or facade damages due to events such as fire, vandalism, or weather related damages, site plan review will not be required, provided that the needed repairs do not alter the appearance of the structure prior to the event causing the unanticipated damages. Owner-occupied detached single-family dwellings will be exempt from this provision.~~

"Substantial improvement" includes any new building construction within the overlay district or any renovation of an existing structure that involves any modification of the exterior appearance of the structure by virtue of adding or removing exterior windows or doors or altering the color or exterior materials of existing walls. All facade improvements, changes, alterations, modifications or replacement of existing facade materials will be considered a substantial improvement. Included in this definition are any new, modified or replacement awning structures or similar material extensions over the public sidewalk area. A substantial improvement also includes any increase or decrease in existing building height and/or alteration of the existing roof pitch or appearance.

The following shall be exempt from site plan review:

- (1) Existing detached single-unit and multi-unit dwellings containing less than seven units; not including mixed use buildings.
- (2) Routine repair or replacement of existing roof materials, awnings, or other minor facade elements that do not materially change the appearance, shape or configuration of the existing building will not be considered a "substantial improvement".
- (3) Emergency repairs needed as the result of unanticipated building or facade damages due to events such as fire, vandalism, or weather related damages, provided that the needed repairs do not alter the appearance of the structure prior to the event causing the unanticipated damages.

(g) *Parking:* On-site parking in the downtown area will not be required for principal permitted commercial, professional office or service business uses or facilities. Any proposed residential use established within the overlay district must conform to the parking regulations described in section 29-177.

(h) *Front Setbacks.*

- (1) New commercial and mixed-use buildings shall be placed to the front and corner of lots, and set back a minimum of 0 feet and maximum of 10 feet from any street side lot line.
- (2) New residential or expansions of residential buildings shall be setback a minimum of 10 feet.

(ih) *Building design review.* All substantially improved or new building structures within the overlay district shall be reviewed by the planning and zoning commission and the city council for architectural compatibility with surrounding structures. Paramount ~~into~~ into this review will ~~include~~ include consideration of

building materials, exterior building materials on all sides, coloration of materials, building height, roof line, size and location of windows and doors, roof mounted appurtenances, and facades. For the purposes of this section, when a building is located on a corner lot the primary street shall be the north-south street, with other streets being considered secondary. In addition to consideration of typical physical structural improvements to structures, review is also required of any wall painting, mural wall signs or painted artwork or other similar applications to exterior walls. The purpose of review of said exterior wall paintings or drawings is to ensure that said applications are consistent with the prevailing standards and character of the downtown area. The following design elements will be reviewed:

- (1) *Proportion*: The relationship of width and height of the front elevations of adjacent buildings shall be considered in the construction or alteration of a building. An effort should be made to generally align horizontal elements along a street frontage, such as cornice lines, windows, awnings and canopies. The relationship of width and height of windows and doors of adjacent buildings shall be considered in the construction or alteration of a building. Particular attention must be given to the scale of street level doors, walls and windows. Large expanses of blank walls spaces at the street level are to be discouraged. Elements such as windows, doors, columns, pilasters, and changes in materials, artwork, or other architectural details that provide visual interest must be distributed across the façade in a manner consistent with the overall design of the building.
- (2) *Roof shape, pitch and direction*: The similarity or compatibility of the shape, pitch and direction of roofs in the immediate area shall be considered in the construction or alteration of a building. Routine repair and maintenance or replacement of existing roof materials will not be subject to review provided that the existing roof line and configuration is not altered during the course of said repairs or maintenance.
- (3) *Pattern*: Alternating solid surfaces and openings (wall surface versus doors and windows) in the front facade, sides and rear of a building create a rhythm observable to viewers. This pattern of solid surfaces and openings shall be considered in the construction or alteration of a building.

(4) Building Composition (See Figure 2):

(i) To create visual interest and visually break up long building walls, facades on buildings greater than 50 feet in length shall be divided vertically into bays. Façade bays shall be a minimum of 20 feet wide and a maximum 40 feet wide. The bays shall be distinctive but tied visually together by a rhythm of repeating vertical elements, such as window groupings, pilasters, window bays, balconies, changes in building materials and textures, and/or by varying the wall plane of the façade.

(ii) To avoid flat, continuous, and overly long upper floor facades, the maximum length of a wall plane of the façade is 60 feet. Articulation between continuous upper floor façade sections shall be accomplished by recessing the façade 1 foot minimum for a distance of at least 10 feet. This recessed section would count as a façade bay per paragraph (i), even if the width is less than 20 feet.

(iii) Storefronts in mixed-use buildings shall be distinguished from the upper floors by a horizontal element, such as a cornice, band board, or soldier course to create a distinctive base to the building.

(iv) For all mixed-use and commercial buildings, the minimum ground floor, floor-to-structural ceiling height is 14 feet.

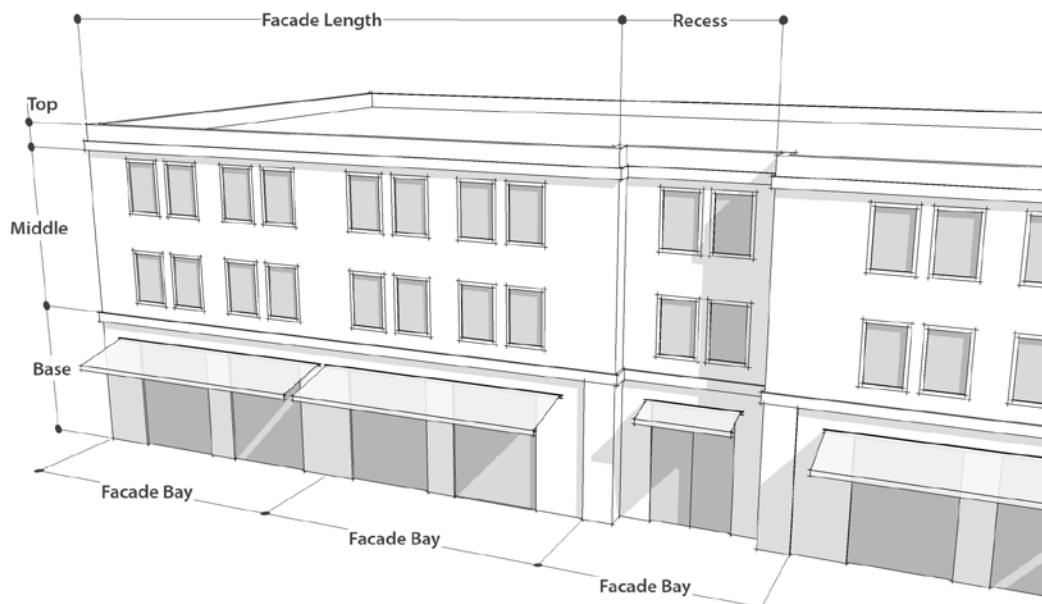


Figure 2 – Building composition example

(5) Windows and Transparency: The size, proportion, and type of windows need to be compatible with existing neighboring buildings. For storefronts, the following standards shall apply:

(i) A minimum of 70% of the storefront area between 2 and 10 feet in height above the adjacent ground level shall consist of clear and transparent storefront windows and doors that allow views into the interior of the store. The bottom of storefront windows shall be no more than 2 feet above the adjacent ground level, except along sloping sites, where this standard shall be met to the extent possible so that views into the interior of the store are maximized and blank walls are avoided. Exceptions may be allowed for buildings on corner lots where window coverage should be concentrated at the corner, but may be reduced along the secondary street façade, and for repurposing of buildings not originally designed as storefront buildings (e.g. re-purposing of an industrial or institutional building).

(ii) Transom windows are encouraged above storefront display windows. Residential window types, reflective (mirrored), or colored glass are not allowed for storefronts.

(iii) Glazing should be clear and highly transparent to maximize views into the store. Low-E or tinted glazing will reduce transparency, so is discouraged for storefront windows, but if used, the glass chosen should have a high visible light transmittance and low reflectivity.

(iv) Removing storefront windows or reducing storefront window coverage is discouraged and will require Planning & Zoning Commission and City Council approval.

(64) Materials and texture: The similarity or compatibility of existing materials and texture on the exterior walls and roofs of the buildings in the immediate area shall be considered in the construction or alteration of a building. A building or alteration will be considered compatible if the materials and texture used are appropriate in the context of other buildings in the immediate area.

Street-facing facades shall be comprised of at least 50% brick, stone, or terra cotta. Side and rear walls shall be comprised of at least 25% brick, stone, or terra cotta. These high quality materials should be concentrated on the base of the building.

The following materials may be used in limited amounts:

(i) Fiber cement, aluminum, metal, pre-formed panels, painted wood, or anything similar – Up to 35 percent of any one siding material may be used on the street-facing façade and up to 40 percent of any other sides. These materials are not generally allowed for storefronts. Fiber cement board should be high quality and smooth-faced. Metal shall be heavy gauge and non-reflective. Durability and maintenance of the metal shall be carefully considered if used in high use areas.

(ii) Concrete and Precast Concrete- This includes site-poured or preformed concrete items. Use is limited to architectural elements such as window hoods, cornices, columns, capitals, etc. Architectural CMU may be used in combination with other materials such as brick, stone or terra cotta. Except for burnished/polished or glazed units, CMU is not generally allowed on the storefront level, however, architectural CMU, such as split-face, ground-face, and rock-face, may be used as an accent material on the storefront level.

(iii) EFIS may only be used for architectural detailing above the ground floor

(iv) In the case of an unenclosed rear or roof deck, stained wood is permitted.

(75) *Color:* The similarity or compatibility of existing colors of exterior walls and roofs of buildings in the area shall be considered in the construction or alteration of a building. Buildings in the CBD utilize earth and neutral tones; however, other colors can highlight the architectural features of a building and are acceptable as accents. Accents generally include trim areas and comprise up to 15% of the façade. Painting unpainted brick or stone is discouraged.

(86) *Architectural features:* Architectural features including but not limited to cornices, entablatures, doors, windows, shutters, fanlights and other elements prevailing in the area shall be considered in the construction or alteration of a building. It is not intended that the details of existing buildings be duplicated precisely, but those features shall ~~be~~ be suggestive of the extent, nature and scale of details that would be appropriate on new buildings or associated with building alterations.

(9) *Building Entries:* This section applies to new mixed use and commercial buildings.

(i) Primary entries to ground floor building space and to common lobbies accessing upper floor building space shall be located along street-facing facades. For buildings with more than one street-facing façade, entries along facades facing primary streets are preferred. Building entries along rear and side facades or from parking garages may not serve as principal building entries. Buildings with more than three street-facing facades shall have building entries on at least two street-facing sides.

(ii) For buildings that contain residential dwelling units, there must be at least one main entrance on the street-facing façade or façade facing a prominent residential courtyard that provides pedestrian access to dwelling units within the building. Access to dwelling units must not be solely through a parking garage or from a rear or side entrance.

(ii) For storefronts with frontage of 100 feet or more, a visible entryway shall be provided a minimum of every 50 feet.

(iii) Entryways into a storefront will be at grade with the fronting sidewalks.

(iv) Entryways shall be designed to be a prominent feature of the building. The use of architectural features such as awnings, canopies, and recessed entries are encouraged.

(107) *Exterior mural wall drawings, painted artwork, exterior painting:* These elements shall be reviewed to consider the scale, context, coloration and appropriateness of the proposal in relation to nearby facades and also in relation to the prevailing character of the downtown area. Exterior painting of detached single ~~family-unit~~ and two-~~family-unit~~ residential structures within

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the district shall be exempt from this provision. Other multi-family-unit dwelling structures will be subject to this review.

- (ii) ~~Signage . Typical business signage shall be permitted without mandatory site plan review by the planning and zoning commission and city council, unless said review is mandated by ordinance requirements.~~ All signage shall conform to requirements of the Cedar Falls sign regulations outlined in the Zoning Ordinance Section 29-202, except as provided for below:

(1) Freestanding signs:

- (i) When located adjacent to any street other than First Street, shall not exceed 15 feet in height and 40 square feet in surface area.
- (ii) When located adjacent to First Street, shall not exceed 25 feet in height and 60 square feet in surface area.

(iii) One freestanding or monument sign shall be allowed per lot provided all components are entirely on private property. In the case of a double frontage lot, a second sign may be considered.

(2iv) Monumental signs: Shall not exceed 8 feet in height and 40 square feet in surface area.

(2) Projecting signs: One projecting sign per business is permitted on the primary façade. Signs which are permitted to encroach over or upon public rights-of-way shall meet the following standards and clearance height:

(i) Vehicular ways: 14 feet clear above the vehicular way, unless public services necessitate higher clearance.

(ii) Pedestrian ways: 10 feet clear above the pedestrian way. For blade signs and awnings, the minimum clearance height shall be 8 feet.

(iii) Blade signs are limited to an area of 4 square feet and a projection of 2.5 feet from an exterior wall.

(iv) All projecting signs, excluding blade signs, shall project no further than half the width of the sidewalk that the storefront is located on or 5 feet, whichever is less.

(v) All projecting signs, excluding blade signs, shall be no larger in size than 1 square foot for each linear foot of the side of the building to which the sign is attached, not to exceed 40 square feet per sign face.

(vi) Corner projecting signs are those that are visible from two or more intersecting streets, and shall be allowed as long as they do not exceed 40 square feet per sign face.

(3) Window Signs and film: Permanent or adhered window signage and film shall not exceed 25% of glazing of the first 15 vertical feet of wall area and shall not be placed in a manner that preventss views into a storefront.

(4) Wall Signs: Wall signs shall not exceed 10% of the total wall area, and in no case shall exceed 10% of the area of the storefront. Wall signs on storefronts shall not extend beyond or above an existing sign band or extend over or detract from the architectural features of the building façade , such as cornices, pilasters, transoms, window trim, and similar.

(5) Billboards: Prohibited

(6) Roof signs: Prohibited

(7) Illuminated signs: Illuminated signs are permitted. External illumination should be provided by a continuous light source directed onto the sign. The use of internally lit signs (back-lit plastic) is acceptable for monument and freestanding signs. The use of internally lit wall and projecting signs (back-lit plastic) are permitted when the background is opaque at night.

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(jk) *Removal or demolition of building structures.* Removal or demolition of structures within the overlay district is allowable, subject to securing a demolition permit with the city inspection services division. If no immediate building reconstruction plans are proposed within 30 days following building removal or demolition, the site shall be filled and graded to a topographic elevation equal to or level with surrounding adjacent property natural grade levels. All drainage shall be directed away from existing buildings. Within 30 days of final grading of the site or at the earliest opportunity during the growing season conducive to plant germination, the site shall be seeded with grass. Reasonable efforts shall be taken by the property owner to ensure proper germination of the vegetation and the property owner must maintain the property in accordance with city ordinances.

l) Exceptions: The Planning and Zoning Commission and City Council may approve deviations from the standards if there are characteristics of the site or building that makes it difficult or infeasible to meet the requirements outlined in this section, such as buildings located on a corner lot, sloping sites, reuse of an existing building that was not originally designed as a storefront building, or other similar situation. To be granted an exception the applicant must provide:

(1) A detailed explanation of why the specific standard cannot be met;

(2) The proposed building is uniquely designed to fit the characteristics of the site and the surrounding neighborhood, is consistent with the purpose and intent of the CBD, Central Business District Overlay, and will not detract from or be injurious to other properties in the vicinity.

(3) The Planning and Zoning Commission or City Council may require an alternative design solution that is consistent with the intent of the standard being modified.

(Ord. No. 2477, § 1, 5-10-04; Ord. No. 2853, §§ 1—3, 9-8-15)

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ORDINANCE NO. 2929

AN ORDINANCE (1) REPEALING SECTION 29-2, DEFINITIONS, OF ARTICLE I, IN GENERAL, OF CHAPTER 29, ZONING, AND ENACTING IN LIEU THEREOF NEW SUBSECTIONS (1) AND (2), DEFINITIONS, OF SAID SECTION 29-2; AND (2) REPEALING SUBSECTION (16) OF SUBSECTION (e), PERFORMANCE STANDARDS, OF SECTION 29-156, F-F, FLOODWAY FRINGE OVERLAY DISTRICT, OF DIVISION 2, SPECIFIC DISTRICTS, OF ARTICLE III, DISTRICTS AND DISTRICT REGULATIONS, OF CHAPTER 29, ZONING, AND ENACTING IN LIEU THEREOF A NEW SUBSECTION (16) SUBSECTION (e), PERFORMANCE STANDARDS, OF SAID SECTION 29-156; AND (3) THE DEFINITION OF BASE FLOOD ELEVATION IN SECTION 27-114 OF ARTICLE III, STORM WATER MANAGEMENT PROGRAM OF CHAPTER 27 UTILITIES AND ENACTING IN LIEU A NEW DEFINITION OF BASE FLOOD ELEVATION OF SAID SECTION 27-114, ALL 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. Section 29-2, Definitions, of Article I, In General, of Chapter 29, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in their entirety and new subsections (1) and (2) of said Section 29-2, is enacted in lieu thereof, as follows:

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. The word "used" or "occupied" includes the words "intended, designed or arranged to be used or occupied."

(1) General Zoning Definitions.

Access drive means a driveway or easement allowing access to a lot not having frontage upon a street.

Accessory use or structure means a use or structure on the same lot with and of a nature customarily incidental and subordinate to the principal use or structure. Said accessory

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structures are customarily used for storage or parking purposes. No residential dwelling unit or business or commercial office may be established within an accessory structure.

Administrator means the federal insurance administrator, to whom the secretary has delegated the administration of the program.

Alley means a public way, other than a street, 20 feet or less in width, affording a secondary means of access to abutting property.

Apartment hotel means a building containing both dwelling units and rooming units, used primarily for permanent occupancy.

Assessed value means the assessed value for general property tax purposes of a property as established by the Assessor of Black Hawk County, Iowa.

Bed and breakfast enterprises is synonymous with lodging house or guest lodging and means any building or portion thereof containing not more than five guest rooms for which compensation is received for short-term overnight lodging.

Bed and breakfast inn is synonymous with hotel, and means a lodging establishment containing six or more guest rooms.

Boardinghouse means a building other than a hotel or other overnight lodging facility where, for compensation, lodging and meals are provided by the building owners or managers for resident boarders with meals for all resident boarders provided in a central kitchen facility within said building. Residents within said boardinghouse facility shall be accommodated with weekly, monthly, or yearly tenant agreements or leases.

Building means all residential housing, cabins, factories, warehouses, storage sheds and other walled or roofed structures constructed for occupancy by people or animals or for storage of materials.

Building, height of means the vertical distance from grade to the highest point of any roof ridge.

Building line means a line on a plat of official record indicating the minimum distance of open space that must be maintained between the property line and any structure on the lot.

Building setback (see Yard) means the minimum required area of unobstructed open space on a lot measured from the property line.

Carport means a roofed structure providing space for the parking of motor vehicles and enclosed on not more than two sides. A carport attached to a principal building shall be considered as part of the principal building and subject to all yard requirements in this chapter.

Clinic means a building used by physicians or dentists, osteopaths, chiropractors and allied professions for outpatient care of persons requiring such professional service.

Day nursery or nursery school means any private agency, institution, establishment or place which provides supplemental parental care or educational work, other than lodging overnight, to more than 12 children.

Development means any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations.

Driveway, commercial means an improved area that is designed and intended to provide vehicular ingress and egress from a public street or public alley to and across a private property. It provides access to facilities on the private property including parking lots, garages, warehouses or business sites. Commercial driveways may cross property lines to access multiple businesses when specifically permitted by the city.

Driveway, hard surface means a paved area, as defined in article VI, of [chapter 23](#), of this Code. It does not include gravel or granular surface materials.

Driveway, residential means an improved area that is designed and intended or used to provide vehicular ingress and egress from a public street or public alley to and across a private property. Driveways shall be entirely paved with a hard surface material. Driveways may provide off-street parking for dwellings and access to garages, parking areas and parking lots, when these facilities are specifically permitted. See [section 29-179](#) for additional regulations.

Dwelling means any building or portion thereof which is designed or used exclusively for residential purposes, but not including a tent, cabin or travel trailer.

Dwelling, condominium means a multiple dwelling whereby the fee title to each dwelling unit is held independently of the others.

Dwelling, multiple means a residence designed for or occupied by three or more families, with separate housekeeping and cooking facilities for each.

Dwelling, row means any one of three or more attached dwellings in a continuous row, each such dwelling designed and erected as a unit on a separate lot, and separated from one another by an approved wall.

Dwelling, single-family means a detached residence designed for or occupied by one family only.

Dwelling, single-family bi-attached means a dwelling designed for or occupied by one family only which is erected on a separate lot and is joined to another such residence on one side only by a wall located on the lot line and which has yards on the remaining sides.

Dwelling, two-family means a residence designed for or occupied by two families only, with separate housekeeping and cooking facilities for each.

Dwelling unit means a room or group of rooms which is arranged, designed or used as living quarters for the occupancy of one family, containing bathroom or kitchen facilities.

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Factory-built home park means a parcel or contiguous parcels of land divided into two or more factory-built housing lots for rent or sale.

Factory-built housing means any structure, designed for residential use, which is wholly or in substantial part made, fabricated, formed or assembled in manufacturing facilities for installation or assembly and installation on a building site. Factory-built housing includes mobile homes, manufactured homes and modular homes and also includes park trailers and other similar vehicles placed on a site for greater than 180 consecutive days.

Factory-built structure means any structure which is, wholly or in substantial part, made, fabricated, formed or assembled in manufacturing facilities for installation, or assembly and installation, on a building site.

Fair market value means the dollar amount a person would be willing but not obligated to accept, and a buyer would be willing but not compelled to pay, for an item of sale. It is an estimate of what is a fair, economic, just and equitable value under normal local market conditions. In appropriate circumstances this may be the assessed value of the property.

Family means one or more persons occupying a single dwelling unit, provided that, unless all members are related by blood, marriage or adoption, no such family shall contain over four persons.

Family day care home means an occupied residence in which a person provides supplemental parental care or educational work, other than lodging overnight, to more than six but not more than 12 children.

Floor area ratio means the gross floor area of all buildings on a lot, divided by the lot area on which the buildings are located.

Garage, private means an enclosed structure intended for the parking of the private motor vehicle of the families resident upon the premises.

Gasoline filling station means any building or premises used for:

- (1) The retail sale of liquefied petroleum products for the propulsion of motor vehicles, including sale of such products as kerosene, fuel oil, package naphtha, lubricants, tires, batteries, antifreeze, motor vehicle accessories and other items customarily associated with the sale of such products;
- (2) The rendering of services and making of adjustments and replacements to motor vehicles, and the washing, waxing and polishing of motor vehicles, as incidental to other services rendered; and
- (3) The making of repairs to motor vehicles, except those of a major type. Repairs of a major type are defined to be spray painting, body, fender, clutch, transmission, differential, axle, spring and frame repairs, major overhauling of engines requiring the removal of the engine cylinder head or crankcase pan, repairs to radiators requiring the removal thereof, or complete recapping or retreading of tires.

Group home means a community-based residential home which is licensed as a residential care facility or an intermediate care facility for the mentally retarded under I.C.A. ch. 135C or as a child foster care facility under I.C.A. ch. 237 to provide room and board, personal care, habilitation services and supervision in a family environment exclusively for

handicapped persons, as defined in section 3602(f) of the Fair Housing Amendments Act, and any necessary support personnel. However, group home does not mean an individual foster care family home licensed under I.C.A. ch. 237.

Guest room means a room that is intended, arranged or designed to be occupied by no more than three guests, but in which no mechanical provision is made for cooking, heating or cooling of food or beverages.

Historic structure means a structure that is:

- (a) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of Interior as meeting the requirements for individual listing on the National Register.
- (b) Certified or preliminarily determined by the Secretary of Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (c) Individually listed on a state inventory of historic places in states with historic places in states with historic preservation programs which has been approved by the Secretary of Interior; or
- (d) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 1. By an approved state program as determined by the Secretary of Interior or
 2. Directly by the Secretary of Interior in states without approved programs.

Home occupation means a secondary use carried on entirely within the residence where there is no evidence of such occupation being conducted on the premises by virtue of outside storage, displays, noise, odors, electrical disturbances or traffic generation, with no more than one nonresident assistant and where not more than one-half of the floor area of any one floor is devoted to such use. Only one nameplate shall be allowed.

Hotel means a building in which lodging is provided and offered to the public for compensation, and which is open to transient guests, in contradistinction to a boardinghouse or roominghouse.

Junkyard means any area where waste, discarded or salvaged materials are bought, sold, exchanged, baled or packed, disassembled, kept, stored or handled, including house wrecking yards, used lumber yards and places or yards for storage of salvaged house wrecking and structural steel materials and equipment; but not including areas where such uses are conducted entirely within a completely enclosed building, and not including automobile, tractor or machinery wrecking and used parts yards and the processing of used, discarded or salvaged materials as part of manufacturing operations, and not including contractors' storage yards.

Kennel means any premises on which four or more dogs or four or more cats, six months old or older, are kept. The term shall not include a veterinary hospital.

Landscape area means that area of private property maintained as open or "green" space, not subject to vehicular traffic, which consists of living landscape material.

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Lot means 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 required in this chapter. 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:

- (1) A single lot of record;
- (2) A portion of a lot of record;
- (3) 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
- (4) A parcel of land described by metes and bounds;

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

Lot, corner means a lot abutting upon two or more streets at their intersection.

Lot depth means the mean horizontal distance between the front and rear lot lines.

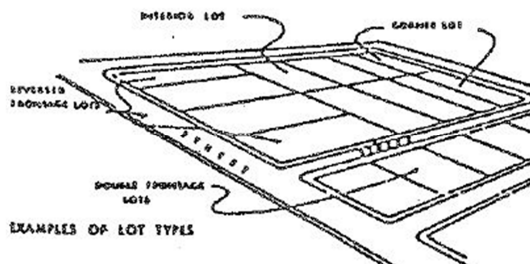
Lot, double frontage means a lot having a frontage on two nonintersecting streets, as distinguished from a corner lot.

Lot, interior means a lot other than a corner lot.

Lot lines means the lines bounding a lot.

Lot of record means a lot which is a part of a subdivision recorded in the office of the county recorder, or a lot or parcel described by metes and bounds, the description of which has been so recorded.

Lot, reversed frontage means a corner lot, the side street line of which is substantially a continuation of the front line of the first platted lot to its rear.



Lot width means the width of a lot measured at the building line and at right angles to its depth.

Main body means that portion of a dwelling encompassed by the exterior walls as originally assembled or built. When a dwelling is irregularly shaped, the main body shall be construed as that portion of the structure occupying the majority of geometric bulk.

Manufactured home means a factory-built single-family structure, which is manufactured or constructed under the authority of 42 USC section 5403, Federal Manufactured Home

Construction and Safety Standards, and is to be used as a place for human habitation, but which is not constructed with a permanent hitch or other device allowing it to be moved other than for the purpose of moving to a permanent site, and which does not have permanently attached to its body or frame any wheels or axles. A mobile home is not a manufactured home unless it has been converted to real property and is taxed as a site-built dwelling. Manufactured homes shall be considered the same as any site-built single-family detached dwelling.

Mini-storage warehouses means a building or group of buildings in a controlled access and fenced compound that contains varying sizes of individual compartmentalized stalls or lockers for the storage of customers' goods or wares.

Mobile home means any vehicle without motive power used or so manufactured or constructed as to permit its being used as a conveyance upon the public streets and highways, and so designed, constructed or reconstructed as will permit the vehicle to be used as a place for human habitation by one or more persons; but shall also include any such vehicle with motive power not registered as a motor vehicle in the state. A mobile home is factory-built housing built on a chassis. A mobile home shall not be construed to be a travel trailer or other form of recreational vehicle. A mobile home shall be construed to remain a mobile home, subject to all regulations applying thereto, whether or not wheels, axles, hitch or other appurtenances of mobility are removed and regardless of the nature of the foundation provided. However, certain mobile homes may be classified as manufactured homes. Nothing in this chapter shall be construed as permitting a mobile home in other than an approved mobile home park, unless such mobile home is classified as a manufactured home.

Mobile home accessory building or structure means any awning, cabana, ramada, storage structure or carport, fence, windbreak or porch established for the use of the occupants of the mobile home on a mobile home space.

Mobile home space means a designated portion of the mobile home park designed for the accommodation of one mobile home and for its accessory buildings or structures for the exclusive use of the occupant.

Modular home means factory-built housing certified as meeting the Iowa State Building Code as applicable to modular housing. Once certified by the state, modular homes shall be subject to the same standards as site-built homes.

Nursing or convalescent home means a building or structure having accommodations and where care is provided for invalid, infirm, aged, convalescent or physically disabled or injured persons, not including insane and other mental cases, inebriates or contagious cases.

Parking area means that portion of a parcel of land that is improved and designated or commonly used for the parking of one or more motor vehicles.

Parking lot means an area improved and designated or commonly used for the parking of three or more motor vehicles.

Parking space, also Parking stall means an area measuring at least nine feet wide and 19 feet long for all commercial, institutional, or manufacturing uses or eight feet wide and 18 feet long for residential uses only, connected to a public street or alley by a driveway not

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less than ten feet wide, and so arranged as to permit ingress and egress of motor vehicles without moving any other vehicle parked adjacent to the parking space.

Permanent storage means the volume of water which is stored upstream from a dam or in an impoundment up to the level of the principal outlet works of the structure, usually expressed in acre-feet.

Porch, unenclosed means a roofed projection which has no more than 50 percent of each outside wall area enclosed by a building or siding material other than meshed screens.

Principal use means the main use of land or structures, as distinguished from an accessory use.

Public sewer system means a municipally owned, operated and maintained sanitary sewer system.

Public water supply means a municipally owned, operated and maintained water supply.

Recreational vehicle means a vehicle built on a single chassis; 400 square feet or less when measured at the largest horizontal projection; designed to be self-propelled or permanently towable by a light duty truck; and designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational camping, travel, or seasonal use.

Roominghouse means an owner-occupied or manager-occupied single dwelling unit wherein individual sleeping rooms are provided to not less than three unrelated resident tenants. Not more than one kitchen facility shall be established within said structure wherein meals may be prepared by resident tenants. Said rooming or boarding facility shall be distinctive from transient lodging facilities such as hotels, beds and breakfasts, other overnight lodging facilities or public eateries. Residents within said roominghouse facility shall be accommodated with weekly, monthly, or yearly tenant agreements or leases.

Satellite receiving dish means a device whose purpose is to receive communication or other signals from orbiting satellites and other extraterrestrial sources, most often comprised of an antenna/dish, a low-noise amplifier, and a coaxial cable whose purpose is to carry the signals to a receiver.

Site coverage ratio means that proportion of the lot on which buildings and outdoor storage of materials and products may be placed.

Special Exception Permit means an authorization by the City Board of Adjustment to allow building improvements or other development when such project conforms with specified rules, regulations and/or performance standards required for said improvements or development in special areas of the City as identified by the Zoning Ordinance.

Story means that portion of a building included between the surface of any floor and the surface of the floor next above it, or, if there is no floor above it, then the space between the floor and the ceiling or roof next above it.

Story, half means a space under a sloping roof which has the line of intersection of roof decking and wall face not more than four feet above the top floor level.

Street line means the right-of-way line of a street.

Street, private means any private way 20 feet or more in width which is approved by the city council after recommendation by the city planning and zoning commission.

Street, public means any thoroughfare or public way not less than 30 feet in width which has been dedicated to the public or deeded to the city for street purposes, and also any such public way as may be created after enactment of this chapter, provided it is 40 feet or more in width.

Structural alterations means any replacement or changes in the type of construction or in the supporting members of a building, such as bearing walls or partitions, columns, beams or girders, beyond ordinary repairs and maintenance.

Structure means anything constructed or erected on the ground or attached to the ground, including but not limited to buildings, factories, sheds, cabins, factory-built housing, storage tanks and other similar uses. For zoning purposes anything, excluding fences, judged to be permanently affixed to the site and measuring at least 30 inches in height, as measured from natural grade, shall be considered a structure.

Temporary storage means a volume of water which may be stored upstream from a dam or in an impoundment above the level of the principal outlet works, usually expressed in acre-feet.

Travel trailer means a towed recreational vehicle ranging from ten to 35 feet in length and a maximum of eight feet in width.

Wind energy conversion system means a device or assemblage of devices which directly or indirectly converts wind energy to usable thermal, mechanical or electrical energy.

Variance means a grant of relief by a community from the terms of the zoning ordinance.

Violation means the failure of a structure, property, property use or other development to be fully compliant with City regulations.

Yard means an open space on the same lot with a building or structure unoccupied and unobstructed by any portion of a structure from 30 inches above the general ground level of the graded lot upward. In measuring a yard for the purpose of determining the depth of a front yard or the depth of a rear yard, the least distance between the lot line and the main building shall be used. In measuring a yard for the purpose of determining the width of a side yard, the least distance between the lot line and the nearest permitted building shall be used.

Yard, front means a yard extending across the full width of the lot and measured between the front lot line and the building.

Yard, rear means a yard extending across the full width of the lot and measured between the rear lot line and the building or any projections other than steps, unenclosed balconies or unenclosed porches. On both corner lots and interior lots, the rear yard is the opposite end of the lot from the front yard.

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Yard, required means that portion of the front yard, side yard and rear yard as established by the setback requirements of the zoning district or of this chapter. It must be maintained in open, unobstructed space as measured from the property line to the required setback line except for allowable yard encroachments as outlined in [section 29-83](#). If the building structure is located at the required setback line, then the setback distance shall be measured from the property line to the foundation of the structure. Refer to Figure 1.

Yard, side means a yard extending from the front yard to the rear yard and measured between the side lot lines and the nearest building.

(2) General Floodplain Definitions.

Appurtenant Structure is a structure which is on the same parcel of the property as the principal structure to be insured and the use of which is incidental to the use of the principal structure.

Base Flood means the flood having a one percent (1%) chance of being equaled or exceeded in any given year (See 100-year (1%) flood). This is the regulatory standard also referred to as the "100-year flood". The base flood is the national standard used by the National Flood Insurance Program (NFIP) and all Federal Agencies for the purpose of requiring the purchase of flood insurance and regulating new development. Base Flood Elevations (BFEs) are typically shown on the Flood Insurance Rate Maps (FIRMs).

Base Flood Elevation is the elevation floodwaters would reach at a particular site during the occurrence of a base flood event.

Basement means any enclosed area of a building which has its floor or lowest level below ground level (subgrade) on all sides. Any basement situated with less than one-half of its height below grade shall be counted as a story for the purpose of height regulations. A basement having more than one-half of its height below grade is not included in computing the number of stories for the purpose of height measurement. Also see "Lowest floor."

Channel means a natural or artificial watercourse having definite banks and beds with visible evidence of flow or occurrence of water.

Development means any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations.

Elevating means raising a structure or property by fill or other means to or above the minimum flood protection level.

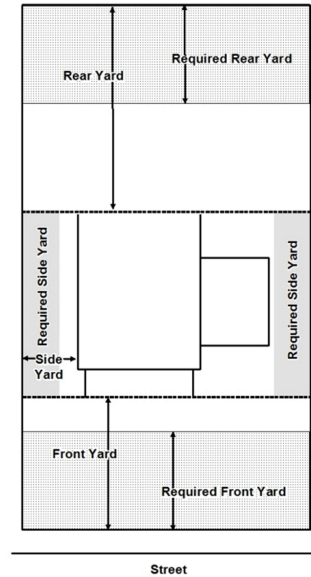


Figure 1

Encroachment limits means a set of lines which delineate the boundaries of the floodway established in the floodplains as the designated width of channel and overbank areas through which the regulatory flood must pass.

Existing Construction is any structure for which the "start of construction" commenced before the effective date of the first floodplain management regulations adopted by the community. May also be referred to as "existing structure".

Factory-Built Home Park or Subdivision, Existing is a factory-built home park or subdivision for which the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the first floodplain management regulations adopted by the community.

Factory-Built Home Park or Subdivision, Expansion of Existing is the preparation of additional sites by the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Factory-Built Home Park or Subdivision, New is a factory-built home park or subdivision for which the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the first floodplain management regulations adopted by the community.

Flood means a temporary rise in the channel flow or stage, resulting from the overflow of streams or rivers or from the unusual and rapid runoff of surface waters from any source, that results in water overflowing and inundating normally dry lands adjacent to the channel.

Flood elevation means the elevation flood-waters would reach at a particular site during the occurrence of a specific flood. For instance, the "100-year flood" or the "100-year (1%) flood" is that flood, the magnitude of which has a one percent (1%) chance of being equaled or exceeded in any given year. The "500-year flood" or the "500-year (0.2%) flood" is that flood, the magnitude of which has a two-tenths of one percent (0.2%) chance of being equaled or exceeded in any given year.

Flood insurance rate map (FIRM) means the official map prepared as part of, but published separately from, the flood insurance study, which delineates both the flood hazard areas and the risk premium zones applicable to the community.

Flood insurance study means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations.

Floodplain means any land susceptible to being inundated by water as a result of a flood.

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Floodplain buildable area means that portion of the lot remaining after the minimum yard area requirements (i.e., setbacks) of this chapter have been met, and shall not include that portion of the property within the 500-year floodplain.

Floodplain Management is an overall program of corrective and preventive measures for reducing flood damages and promoting the wise use of floodplain, including but not limited to emergency preparedness plans, flood control works, floodproofing and floodplain management regulations.

Flood profile means a graph or a longitudinal profile showing the relationship of the water surface elevation of a flood event to a location along a stream or river.

Floodproofing means a combination of structural provisions, changes or adjustments incorporated in the design or construction and alteration of individual buildings, structures or properties, including utilities, water treatment and sanitary facilities, which will reduce or eliminate flood damages.

Floodway means the channel of a river or stream and those portions of the floodplain adjoining the channel which are reasonably required to carry and discharge floodwaters or flood flows associated with the regulatory flood, so that confinement of flood flows to the floodway area will not result in substantially higher flood levels and flow velocities.

Floodway fringe means the land adjacent to a body of water between the floodway and the outer (landward) limits of the special flood hazard area, as defined by the regulatory flood as delineated on the official floodplain zoning map.

Habitable space for flood protection purposes means any floor or level, including a basement, which is suitable for human habitation. It excludes a garage, a detached accessory structure, or an area for housing electrical, plumbing, heating, ventilating and other utility systems underneath a structure elevated to comply with flood protection requirements.

Highest Adjacent Grade is the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Lowest floor means the floor of the lowest enclosed area in a building, including a basement, except when all the following criteria are met:

- (1) The enclosed area is designed to flood to equalize hydrostatic pressure during floods, with walls or openings that satisfy the floodway fringe performance standard pertaining to new and substantially improved structures;
- (2) The enclosed area is unfinished (not carpeted, drywalled, etc.) and used solely for low damage potential uses such as building access, parking or storage;
- (3) Machinery and service facilities (e.g., hot water heater, furnace and electrical service) contained in the enclosed area are located at least one foot above the 500-year (0.2%) flood level; and
- (4) The enclosed area is not a basement.

In cases where the lowest enclosed area satisfies the criteria of subsections (1), (2), (3) and (4) of this definition, the lowest floor is the floor of the next highest enclosed area that does not satisfy such criteria.

New construction (new buildings, new mobile home parks) means those structures or development for which the start of construction commenced on or after February 1, 1985.

Obstruction means any dam, wall, wharf, embankment, levee, dike, pile, abutment, projection, excavation, channel rectification, bridge, conduit, culvert, building, wire, fence, rock, gravel, refuse, fill, structure or matter in, along, across or projecting into any watercourse or floodplain area which may impede, retard or change the direction of the flow of water, either in itself or by catching or collecting debris carried by such water, or that is placed where the flow of water might carry material or structure downstream to the damage of other properties.

Official floodplain zoning map means the maps on file with the city that indicate those portions of land known as the floodway, floodway fringe and general floodplain, which are subject to the regulations of this chapter.

One hundred (100) year flood means a flood, the magnitude of which has a one percent (1%) chance of being equaled or exceeded in any given year or which, on average, will be equaled or exceeded at least once every one hundred (100) years.

Program means the National Flood Insurance Program (NFIP).

Public damages shall consist of but not necessarily be limited to the following:

- (1) Physical flood damage to:
 - a. Streets.
 - b. Sewers.
 - c. Water mains.
 - d. Other public utilities.
 - e. Public buildings.
 - f. Bridges.
 - g. Recreational trails.
- (2) Expenditures for:
 - a. Emergency flood protection.
 - b. Evacuation and relief.
 - c. Rehabilitation and cleanup.
- (3) Losses due to:
 - a. Interruption of utilities and transportation routes.
 - b. Interruption of commerce and employment.

Public sewer system means a municipally owned, operated and maintained sanitary sewer system.

Reach is a hydraulic engineering term used to describe longitudinal segments of a stream or river. A reach will generally include the segment of the flood hazard area where flood

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heights are primarily controlled by manmade or natural obstructions or constrictions. In an urban area, an example of a reach would be the segment of a stream or river between two consecutive bridge crossings.

Regulatory flood means a flood, the magnitude of which has a two-tenths (0.2%) of one percent chance of being equaled or exceeded in any given year. Regulatory flood is also referred to in this chapter as the "500-year flood" and the "500-year (0.2%) flood."

Repetitive Loss includes flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

Special Exception Permit means an authorization by the City Board of Adjustment to allow building improvements or other development when such project conforms with specified rules, regulations and/or performance standards required for said improvements or development in special areas of the City as identified by the Zoning Ordinance.

Special Flood Hazard Area (SFHA) is the land within a community subject to the base flood. This land is identified on the community's Flood Insurance Rate Map as Zone A, A1-30, AE, AH, AO, AR, A99, X Shaded and X Unshaded.

Start of Construction includes substantial improvement and new construction, means the date the development permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement, was within 180 days of the permit date.

The actual start means either the first placement or permanent construction of a structure on a site, such as pouring of a slab or footings, the installation of pile, the construction of columns, or any work beyond the stage of excavation; or the placement of a factory-built home on a foundation.

Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main structure.

For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

Structure means anything constructed or erected on the ground or attached to the ground, including but not limited to buildings, factories, sheds, cabins, factory-built housing, storage tanks and other similar uses. For zoning purposes anything, excluding fences, judged to be permanently affixed to the site and measuring at least 30 inches in height, as measured from natural grade, shall be considered a structure.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the fair market value of the structure before the damage occurred.

Substantial improvement means any improvement to a structure which satisfies either of the following criteria:

- (1) Any reconstruction, rehabilitation, addition or other improvement of a structure, the cost of which equals or exceeds 50 percent of the fair market value of the structure before the start of construction of the improvement. This term includes structures which have incurred repetitive loss or substantial damage, regardless of the actual repair work performed. The term does not, however, include either:
 - a. Any project for improvement of a structure to correct existing violations of state or local health, sanitary or safety code specifications which have been identified by the local code enforcement officer and which are the minimum necessary to ensure safe living conditions; or
 - b. Any alteration to an historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.
- (2) Any addition which increases the original floor area of a structure by 25 percent or more. All additions constructed after February 1, 1985, shall be added to any proposed addition in determining whether the total increase in original floor space would exceed 25 percent. The term does not, however, include either:
 - a. Any project or improvement of a structure to correct existing violations of state or local health, sanitary or safety code specifications which have been identified by the local code enforcement officer and which are the minimum necessary to ensure safe living conditions; or
 - b. Any alteration which will not preclude the structure's continued designation as a historic structure.

Temporary storage means a volume of water which may be stored upstream from a dam or in an impoundment above the level of the principal outlet works, usually expressed in acre-feet.

Section 2. Subsection (16) of subsection (e), Performance Standards, of Section 29-156, F-F, Floodway Fringe Overlay District, of Division 2, Specific Districts, of Article III, Districts and District Regulations, of Chapter 29, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, and a new subsection (16) of subsection (e), Performance Standards, of Section 29-156, is enacted in lieu thereof, as follows:

- (e) Performance Standards
 - (16) Detached garages, storage sheds, appurtenant structure and other similar detached accessory structures that are incidental to a residential use shall be allowed in the floodway fringe district with no minimum elevation requirement provided that all the following criteria are satisfied. Exemption from the elevation requirement for such structures may result in increased premium rates for flood insurance coverage of the structure and its contents:
 - a. The total combined floor areas of all such structures located on the lot does not exceed a total of 576 square feet in area. Those portions of structures located less than one foot above the (0.2%) 500-year flood level must be constructed of flood resistant materials.

Item F.1.

- b. The structures are not suitable for and shall not be used for human habitation.
- c. The structures will be designed to have low flood damage potential and shall be used solely for low damage potential purposes such as vehicle parking and limited storage.
- d. The structures will comply with minimum required permanent openings as specified in subsections (d)(4)(a)(1) through (4).
- e. The structures will be constructed and placed on the building site so as to limit resistance to the greatest practicable extent to the flow of floodwaters.
- f. Structures shall be firmly anchored to prevent flotation, collapse and lateral movement.
- g. The structure's service facilities such as electrical, heating and ventilating equipment shall be elevated or floodproofed to at least one foot above the (.2%) 500-year flood level.

Section 3. Section 27-114, the definition of base flood elevation in Section 27-114 of Article III, Storm Water Management Program of Chapter 27 Utilities is enacted in lieu thereof, as follows:

Base flood elevation is the elevation floodwaters would reach at a particular site during the occurrence of a base flood event. The base flood event shall be considered to be the 500-year (0.2%) flood elevation.

INTRODUCED: _____ August 6, 2018 _____

PASSED 1ST CONSIDERATION: _____ August 6, 2018 _____

PASSED 2ND CONSIDERATION: _____ August 20, 2018 _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

James P. Brown, Mayor

ATTEST:

Jacqueline Daniels, MMC, City Clerk

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

ORDINANCE NO. 2930

AN ORDINANCE REZONING PROPERTY LOCATED GENERALLY ON LOTS 7 & 8 OF THE MIDWAY BUSINESS PARK ADDITION, CEDAR FALLS, IOWA, PURSUANT TO PROVISIONS OF A ZONING AGREEMENT ASSOCIATED WITH ORDINANCE #2080, WHICH PLACED SAID PROPERTY IN THE R-4 RESIDENTIAL ZONING DISTRICT

WHEREAS, the Zoning Agreement was approved by City Resolution No. 9798 on December 12, 1994 on property described as follows:

Part of the Southeast Quarter of the Southwest Quarter of Section 20, Township 89 North, Range 13 West of the 5th P.M. in Cedar Falls, Black Hawk County, Iowa, described as follows; Beginning 180 feet north of the Southeast corner of said Southwest Quarter; thence North 0°16'57" West 415 feet along the East line of said Southwest Quarter; thence North 89°50' West along a line parallel to the South line of said Southwest Quarter to the East line of Midway Addition, in the City of Cedar Falls, Black Hawk County, Iowa; thence South 0°0'20" West to the most Southeasterly corner of Lot 36 in said Midway Addition; thence South 51°36'20" West to the most Southerly corner of said Midway Addition; thence South 38°23'40" East 357.72 feet to the South Quarter; thence North 19°30' East a distance of 730 feet to the point of beginning.

WHEREAS, the Zoning Agreement was a part of the rezoning of property from the R-1, Residential Zoning District to the R-4, Residential Zoning District by Ordinance No. 2080 on January 9, 1995; and

WHEREAS, Iowa Code 414.5, as amended, provides that a City Council may impose reasonable conditions on granting an applicant's rezoning request, over and above existing regulations, in order to satisfy public needs directly caused by the requested change; and

WHEREAS, the Zoning Agreement contains certain additional restrictions to address concerns with potential traffic impacts to abutting lower density residential properties caused by certain higher intensity uses allowed within the R-4 Residential Zoning District; and

WHEREAS, certain conditions imposed under the original agreement have been satisfied, including the Lovejoy Drive cul-de-sac as part of the Midway 2nd Addition and the Greenhill Drive cul-de-sac as part of the Midway Business Park Addition; and

Item F.2.

WHEREAS, the Midway Business Park Addition is not connected with a public street into the adjoining residential neighborhoods; and

WHEREAS, the traffic generated by the proposed development of Lots 7 and 8 will not interfere with the adjoining residential neighborhoods; and

WHEREAS, Owner acknowledges that certain conditions and restrictions are reasonable to address remaining issues of compatibility with the surrounding lower density residential neighborhood; and

WHEREAS, Owner has voluntarily offered to use the subject property in accordance with the terms and conditions of this Zoning Agreement, as amended herein, to address the public needs referenced above; and

WHEREAS, the Midway Business Park Addition is subject to said zoning restrictions; and

WHEREAS, First Security State Bank, is owner of Lots 7 and 8 in the Midway Business Park Addition; and

WHEREAS, the First Security State Bank proposes to amend Paragraph 2 of the Conditions contained in the Zoning Agreement for Lots 7 and 8 in the Midway Business Park Addition by amending the use of property to professional offices, nursing homes and senior assisted living facilities only.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that said Rezoning of Lots 7 and 8 in the Midway Business Park Addition is hereby approved pursuant to the Zoning Agreement Amendment.

INTRODUCED: _____ August 6, 2018 _____

PASSED 1ST CONSIDERATION: _____ August 6, 2018 _____

PASSED 2ND CONSIDERATION: _____ August 20, 2018 _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

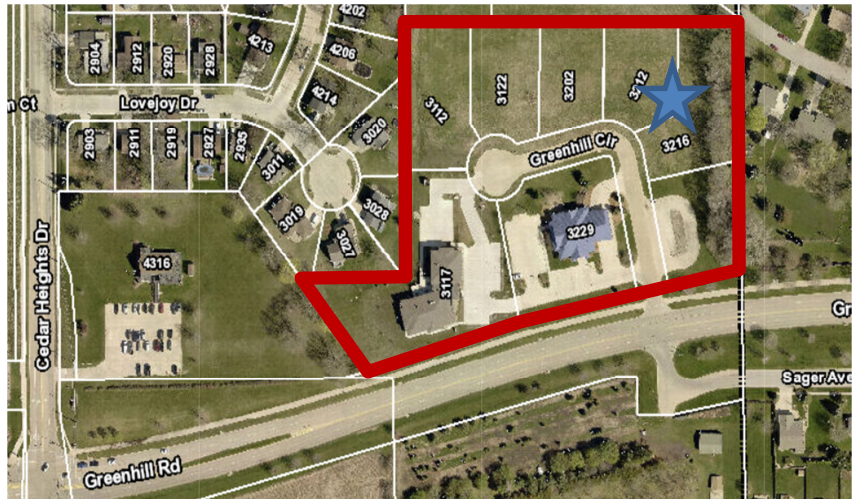
City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 Phone: 319-273-8600
 Fax: 319-273-8610
 www.cedarfalls.com

MEMORANDUM

Planning & Community Services Division

TO: Mayor and Council
FROM: David Sturch, Planner III
DATE: August 27, 2018
SUBJECT: Agreement to Amend Restriction in Deed of Dedication – Midway Business Park

The Department of Community Development is working with the property owner to amend the zoning restrictions placed on Lots 7 and 8 of the Midway Business Park subdivision. When the property was up-zoned in 1995 from R-1 to R-4, the petitioner agreed to limit the uses in this district to professional office development through a zoning agreement. This restriction was due to concerns from the nearby residential property owners with a potential increase in traffic and residential parking coming through the existing neighborhoods.



When the Midway Business Park subdivision was approved in 2003, the Greenhill Circle cul-de-sac was created and essentially isolated this area from the adjacent residential properties. This essentially eased the concerns about through traffic and parking from this development. Since then, three of the nine platted lots have been developed. The lots along the north and east side of Greenhill Circle remain vacant.

It should be noted that the R-4, Residential district permits a wide range of uses including one and two unit dwellings, multifamily dwellings, nursing homes and hospitals. In addition, commercial entities such as funeral homes, hotels/motels and professional service offices are permitted. Since the zoning agreement is part of the zoning of these properties, any proposal to vary from the agreement requires a rezoning action.

Item F.3.

It is proposed to construct senior assisted living facility on Lots 7 and 8 at the northeast corner of the subdivision. The single story building is similar in height to nearby homes and subject to similar building setbacks. Use of the property for supportive housing for elderly is consistent with the intended purpose of the zone. The traffic to the subject properties will not affect the surrounding residential properties because the only access to these lots is from Greenhill Circle to Greenhill Drive. The property abuts a City-owned lot to the north that is used as a stormwater detention basin. The property also abuts a residential neighborhood to the east in Waterloo.

Based on the proposed development of Lots 7 and 8 in the Midway Business Park addition, staff supports this request for an amendment to the zoning agreement and restrictions in Deed of Dedication. The zoning agreement has been through the public hearing process and is scheduled for the third reading on September 4, 2018. The proposed use is allowed in the R-4 zoning district and staff finds that this change to the Deed of Dedication compatible with the surrounding neighborhood.

The Planning & Zoning Commission recommended approval of the Midway Business Park zoning restriction amendment and Deed of Dedication at their regular meeting on June 13, 2018. Therefore, the Department of Community Development recommends that the City Council approve a resolution to amend the restrictions in the Deed of Dedication for the Midway Business Park subdivision and authorize the Mayor and City Clerk to sign the attached Deed of Dedication.

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

AGREEMENT TO AMEND RESTRICTIONS IN DEED OF DEDICATION

This Agreement to Amend Restrictions contained in Deed of Dedication (hereinafter the "Agreement") is made and entered into effective on this _____ day of _____, 2018, by and between First Security State Bank; Community Foundation of NE Iowa (collectively referred to herein as the "Lot Owners"), and the City of Cedar Falls, Iowa (hereinafter the "City"),

WITNESSETH:

WHEREAS, the Lot Owners, as owner and subdivider, executed that certain Owner's Deed of Dedication of a subdivision known as MIDWAY BUSINESS PARK, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA (hereinafter the "Subdivision"), dated May 21, 2003, and filed on the 14th day of November, 2003, in Doc. #2003-16514, in the Office of the Recorder of Black Hawk County, Iowa (hereinafter the "Deed of Dedication"); and

WHEREAS, the Deed of Dedication contains certain restrictions (the "Restrictions") on the lots in the Subdivision; and

WHEREAS, First Security State Bank, is owner of Lots 1, 4, 5, 6, 7, 8, and 9 in the Subdivision; and

WHEREAS, Community Foundation of NE Iowa is owner of Lots 2 and 3 in the Subdivision; and

WHEREAS, the First Security State Bank proposes to amend Paragraph 10 of the Restrictions contained in the Deed of Dedication of the Subdivision, by deleting the use of property restricted to only professional offices only; and

WHEREAS, all of the Lot Owners are in agreement with the proposed amendment to the Restrictions, the parties have reached agreement thereon, and now desire to reduce their agreement to writing.

Item F.3.

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

1. The second sentence in Paragraph 10 of the Restrictions contained in the Deed of Dedication of the Subdivision is hereby deleted, and the following new Paragraph 10 is substituted in its place:

“That the development of the property shall be in accordance with the current Zoning District classification set forth in the City of Cedar Falls, Iowa, Zoning Ordinance and associated Zoning Agreement, as amended”.

2. Except for the amendments to Paragraph 10 of the Restrictions as set forth in paragraph 1 of this Agreement, the parties hereby ratify and confirm all remaining terms, conditions and provisions of the Deed of Dedication of the Subdivision, including all Restrictions contained in the Deed of Dedication, as herein amended.

3. The parties acknowledge that this Agreement shall inure to the benefit of, and shall be binding upon each of the Lot Owners and their respective heirs, personal representatives, successors and assigns, and shall run with the land which comprises all of the lots and tracts in the Subdivision.

4. This Agreement shall become effective upon execution by all of the Lot Owners and upon approval of this Agreement by the City Council of the City.

IN WITNESS WHEREOF, the Lot Owners and the City have executed this Agreement, to be effective as of the date stated at the beginning of this Agreement, which shall be the date the last party to this Agreement executes this Agreement.

FIRST SECURITY STATE BANK

By *Dennis Hansen*
Dennis Hansen, President

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This record was acknowledged before me on the 28th day of June, 2018, by Dennis Hansen, President of First Security State Bank.

Cheryl M. Bigler
Notary Public in and for the State of Iowa

My Commission Expires:

6-17-2021



COMMUNITY FOUNDATION OF NE IOWA

By Kaye M. Englin^r

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This record was acknowledged before me on the 2nd day of July, 2018, by Kaye M. Englin, Pres+CEO of the Community Foundation of NE Iowa.

Kathryn S Reiter
Notary Public in and for the State of Iowa

My Commission Expires:

2/18/2020



CITY OF CEDAR FALLS, IOWA

By _____
James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss.

This record was acknowledged before me on the _____ day of _____, 2018, by James P. Brown, as Mayor, and Jacqueline Danielsen, as City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

COMMITTEE OF THE WHOLE

City Hall – Council Chambers

August 20, 2018

The Committee of the Whole met in the Council Chambers at 5:00 p.m. on August 20, 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 parking along Bergstrom Boulevard. David Sturch, Planner III, stated staff received a request to study the on-street parking along Bergstrom Boulevard from S. Main Street to South Lawn Road. He said parking is currently allowed on both sides of the street. He stated staff reviewed the existing conditions of this section of Bergstrom Boulevard, stating the roadway is 30 feet wide and allows parking on both sides of the street. He stated that parking on both sides does create a natural calming effect. Mr. Sturch stated that city ordinance does allow parking restrictions within 60 feet of an intersection to increase the visibility for both drivers and pedestrians. He stated upon this review staff recommends a parking restriction within 60 feet from all intersections along Bergstrom Boulevard between S. Main Street and South Lawn Road. Mayor Brown opened it to discussion. Ken Patterson, 223 Bergstrom Boulevard, stated there is no parking problem. There are higher car volumes with the Hwy 58 construction and he feels the 2-sided parking helps control the speed. Mike Buhrow, 215 Bergstrom Boulevard stated if parking restrictions are implemented it will create a race track, but is in favor of a 4-way stop at Bergstrom and Convair. Jon Resler, City Engineer, stated a 4-way stop is not used as traffic calming; people may not come to a complete stop and roll through the intersection. John Goulden, 210 Bergstrom, agreed with no change in the parking and a 4-way stop sign at Bergstrom and Convair may be needed. A brief discussion was held by council. No action was taken.

Mayor Brown introduced the second item on the agenda Hearst Center and Cultural Programs Presentation. Heather Skeens, Cultural Programs Supervisor, stated the programs provided to the public have enabled creative talents in students. She stated the attendance numbers are up 12.3%. She explained they have 26 community volunteers. Ms. Skeens stated they continue to work on programs and initiatives to increase participation and are working with UNI and Cedar Falls Schools on senior outreach programs. She reviewed updates made to the facility. A brief discussion was held.

The Mayor introduced the third item the Pavement Management Program. Jon Resler, City Engineer, stated the program will reconstruct or restore sections of roadways in the city with Local Option Sales Tax (LOST) funds. City staff examines and evaluates the pavement throughout the city each year and based on this review of surface wear, cracking, joint separation and settlement the roadway may be placed in the 5-year program plan. He reviewed the current map of planned reconstruction or restoration for 2019 Pavement Management Plan. He explained the process will change this coming year and he will be back in December to review the 2020 Pavement Management Plan

Item G.1.a.

and ask for approval then. David Wieland motioned to approve the 2019 Pavement Management plan as presented. Rob Green seconded the motion. A brief discussion was held. The motion carried unanimously.

Mayor Brown introduced the fourth item Comprehensive Plan/Zoning Ordinance Update. Karen Howard, Planning and Community Services Manager, stated based on the June and July Council work sessions, the recommended direction for updating the zoning ordinance for the City is to focus on one area of the City. Due to increasing development pressures in the Downtown and outdated and confusing zoning language, staff recommends focusing on Downtown first. There are projects planned in the CIP for a major zoning ordinance rework and an update to the comprehensive plan. Staff recommends sending out an RFP to consultants that are experienced in visioning and form-based zoning. The location of downtown lends itself to a form-based zoning ordinance. She reviewed a potential timeline for this process. She stated public outreach meetings would be held to formulate a vision for Downtown. The process would then lead into development of a form-based zoning code to implement the vision. The proposed code would be reviewed by the public, Planning and Zoning Commission and the Council; with estimated adoption of the new code by February 2020. Ms. Howard stated after this area is complete we could then move on to another area, such as College Hill. She said they are going to coordinate this with the parking study, which should be completed January-February 2019. She explained that this process may include a design charrette, which is a useful method of engaging the public in the visioning process and she described what a design charrette is. Ms. Howard reviewed the elements that may be included in form-based code; definitions, applicability, intent, regulating plan, building form standards, public space/street standards, building/lot types, architectural standards, landscape standards, parking management and location standards. She stated staff requests approval from Council to move forward to draft an RFP for consultant services to develop a Vision Plan for Downtown and draft a form-based code to implement that vision, with an option to extend those same services to develop a vision for College Hill and/or other areas of the community as directed by Council. Mayor Brown opened it for discussion from the council. Council members asked various questions regarding the boundaries of the study area and whether other cities in Iowa have adopted form-based zoning and whether it is common to approach updates to the zoning code on an area by area basis. Ron Gaines, City Administrator, stated the Downtown and College Hill area have had the most challenging projects lately. Ms. Howard stated the boundaries for the study area would be set early in the process. She stated that Iowa City has several areas with form-based zoning, with planning and adoption of the zoning in these different areas over time and is now considering developing city-wide form-based zoning. Cedar Rapids is another city considering form-based zoning. Stephanie Houk Sheetz, Director of Community Development, stated staff will continue to make updates to the zoning code where needed even while doing this larger code update Downtown. Based on a majority of council, staff will move forward to seek consultant services for visioning and a form-based zoning ordinance for the Downtown area.

Council Committee took a brief recess from 6:28 pm to 6:32 pm.

Mayor Brown introduced the fifth item on the agenda Review of Urban Chickens. David Sturch, Planner III, reviewed the current code and stated in 2006 council voted to prohibit the keeping of chickens but allowed existing chickens to remain in the city as a nonconforming use. He stated another discussion was held in 2016 and council decided to keep the existing ordinance in place and not allow chickens in residential districts as a conforming use. The residential properties where chickens existed prior to November 1, 2006, are limited to three chickens, with no roosters and the chickens must be kept in a clean and sanitary enclosed structure with the structure located at least 25 feet from any other adjacent residential dwelling. Mr. Sturch stated in 2016 the same standards were held. He reviewed a chart of what other cities in Iowa allow and stated some have a notification of neighbors and a permit maybe required. Mayor Brown opened it for discussion. Mark Miller motioned to have staff draft an ordinance to allow three (3) chickens or ducks on a residential property, no roosters, and the chickens must be kept in a clean and sanitary enclosed structure, that the structure be located at least 25 feet from any other adjacent residential dwelling located in the backyard area, requiring a permit, and include a clause for the termination of chickens for health reasons deemed by health department (federal, state or local). Daryl Kruse seconded the motion. Tom Blanford raised the concern for health reasons and who will educate the public. Rob Green state other ordinances can be used for the smell or noise concerns. Mayor Brown opened it for discussion from the public. Rosemary Beach, 5018 Sage Road, commented that there is a benefit for raising animals. It can develop responsibility. David Grant, 2010 Clay Street, stated based on the informal online poll conducted, 56% are in support of this. Motion passes (4-3) (Aye: Darrah, Green, Kruse, Miller; Nay: Blanford, deBuhr, Wieland)

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

There being no further discussion Mayor Brown adjourned the meeting at 6:57 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer

ADMINISTRATION COMMITTEE
City Hall – Duke Young Conference Room
August 21, 2018

The Administrative Committee met in the Duke Young Conference Room of City Hall at 5:15 p.m. on August 21, 2018, with the following Committee members in attendance: Susan deBuhr (Chair), Mark Miller, Frank Darrah and David Wieland. City Administrator Ron Gaines, Directors Rodenbeck and Olson and City Attorney Rogers were also in attendance, along with City management representative Attorney Mike Galloway, Firefighter Kurt Eichelberger and Cedar Falls Firefighters Association Local 1366 representative Jeff Danielson.

Chair deBuhr called the meeting to order and introduced the hearing to consider the appeal of an employee grievance denial. Chairperson deBuhr began the hearing by asking Firefighter Eichelberger to explain the grievance. Firefighter Eichelberger requested that Firefighter Danielson speak on his behalf. Firefighter Danielson explained the grievance appeal is being filed due to improper notification and denial of overtime. Firefighter Eichelberger feels he was not treated fairly in regards to how he received notification of an overtime opportunity. The notification was received by text, but that the procedure has been to make a phone call, leave a message if no answer, and allow ten minutes to respond. If no response, then time expires and the officer moves on to the next member on the list. The procedure does not mention texting as a form of notification for rehire. It has been used as a courtesy when reaching out to multiple people for a future event, but not for timed response.

Firefighter Danielson stated that there is no procedure for texting in the Standard Operating Procedure (SOP). Upon request by Councilmember Wieland, Danielson submitted the SOP to the Committee and Attorney Rogers read the relevant highlighted portions of the SOP regarding rehire and callback procedures. During discussion, it was confirmed that firefighters have been contacted for overtime opportunities in the past via phone calls, texts and face-to-face. Danielson noted that texting is just a courtesy and deBuhr stated that the SOP doesn't list face-to-face either. Danielson noted that is a specific situation when they are planning for a rehire. Eichelberger responded to City Attorney Rogers inquiry that he had received texts in the past and that he had declined overtime opportunities via text.

Attorney Galloway stated that the intent of the SOP is to distribute overtime fairly and efficiently, that the City had complied with the true intent of the policy and then recommended that the committee deny the grievance appeal.

Olson explained the procedure for rehire, stating that in this instance Captain Wright sent a text, after 10 mins of not getting a response, he sent a text to another firefighter who was not interested. He then asked someone who was working at the time and they were not interested. He then asked another individual who was working at the time and he said he would work it. Olson stated that Captain Wright informed that he uses texting 95% of the time, and indicated that there is a wide variety among the other supervisors

Item G.1.b.

as to what they use. Nine were asked, and eight of the nine indicated use text messaging and have for years.

Attorney Galloway confirmed that there hasn't been a grievance filed before due to texting in at least 5 years and that the intent of the policy was fairness. Galloway also explained the rehire process and rotation.

Following questions and comments by Councilmembers Wieland, Darrah and Miller regarding the rehire procedures, it was moved by Miller and seconded by Darrah to deny the grievance appeal. Motion carried unanimously.

City Attorney Rogers indicated that a formal written decision would be forthcoming within 7 days.

It was moved by Darrah and seconded by Miller that the meeting be adjourned. Motion carried unanimously. Chair deBuhr adjourned the meeting at 5:58 p.m.

Minutes by Jacque Danielsen, City Clerk

CITY OF CEDAR FALLS

DEPARTMENTAL MONTHLY REPORTS



July 2018

Item G.1.c.

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**FINANCIAL SERVICES
July 2018**

Financial Reports

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

Cash Management

Property tax related revenues received to date in FY19 are monitored monthly. The daily cash balances and budget to actual revenues and expenditures for all funds for FY18 and FY19 were monitored during the month. The revenue and expenditure activity for the Capital Projects Fund was also monitored during the month.

Treasury

Financial Services is responsible for maintaining accounting and cashflow as it relates to the city treasury, monitoring securities held by the City and investing idle cash to provide safe investments while maximizing interest earnings. Currently, the City has \$109,909,500 invested in CD's and \$4,100,000 in a liquid money market.

<u>Investments</u>	<u>Transactions</u>	<u>Amount</u>
CD's Matured	2	\$8,000,000.00
CD's Purchased	4	\$11,500,000.00
PFMM Deposit	0	\$0.00
PFMM Withdrawal	0	\$0.00
CD/Investment Interest		\$205,973.43

FY18 Audit

The auditors will be here on August 8th and the week of September 24th to complete the audit work. The process for financial statement reporting has begun. This will continue through August and September.

Long-Term Debt and Financing

The sale of general obligation bonds in the amount of \$5.9 million was finalized in July. Proceeds from the bonds will be used to finance various projects, including sewer improvements, storm water improvements, streets, fire truck replacement, and other various projects included on the City's Capital Improvements Program. Staff worked with our financial advisors and bond attorneys to complete the sale.

Item G.1.c.

Cedar Falls Health Trust Fund Board

Cedar Falls Health Trust Fund Board met on July 12th. At that meeting it was determined that approximately \$188,000 of funding would be available for distribution for health related projects in Cedar Falls. The Board will be accepting applications, which will be due in October. In November, the Board will recommend a funding model that will then be included in the proposed FY20 budget.

Federal/State Grant Programs

We continued to monitor all federal grant accounts to ensure compliance with federal regulations. The quarterly Federal Cash Transaction Report for the block grant fund was timely filed as required by HUD. The monthly Electronic Data Collection for Section 8 Housing Voucher Program was filed timely as required by HUD.

Miscellaneous Financial Activities

1. We continued to monitor the grants accounts for all departments to ensure that expenditures do not exceed revenues for each grant.
2. The Special Assessment Receivables were updated.
3. The semi-monthly sales tax reports were filed in a timely manner.
4. All payroll reports were filed as required by the various oversight units, such as the IRS, Social Security Administration, IPERS and the State of Iowa. For July, 116 payroll checks and 859 direct deposits were processed.
5. Capital asset additions were monitored during the month.
6. Accounts receivable were processed and 131 invoices were mailed out to customers.
7. 1,788 transactions for accounts payable were processed and approved by the City Council for payment and 501 checks were mailed out to vendors.
8. Continued to provide bookkeeping support to the Cedar Falls Community Foundation.
9. Continued to provide bookkeeping support for Sturgis Falls.
10. Staff continues to work on recordkeeping of flood related to the 2016 Flood event which started September 21, 2016.
11. Work on parking study proposals began in July.

Benefits & Compensation Activities

1. Wellness challenge #6, Hit Your Stride, ended in June and a drawing was completed by the Mayor to determine the five winners of the \$150 Runner's Flat gift cards for tennis shoes and/or fitness tracker. Wellness planning for FY19 continued.
2. FY18 health fund updates were completed for Gallagher Benefit Services and the City's actuary to assist with September audit and 509a reporting requirements. Staff also met with Gallagher regarding group benefits.

3. In compliance with the Affordable Care Act, PCORI fees were filed for the City's health and health reimbursement account (HRA) plans.
4. Staff continued to work with Wellmark regarding Blue Dental billing set up.
5. Retiree health insurance information was provided for GASB45 compliance.
6. The City's full-time and part-time benefit summaries were updated for FY19.
7. Medical leaves and return-to-work releases continued with employees, their providers, Arrowhead Medical Center, and the Risk Management Committee.

Civil Service Commission & Employment Related Activities

1. Follow-up and/or preparations for the June 20 and July 11 Civil Service meetings related to positions below took place.
2. Recruitment, testing preparations, testing, list certification, backgrounds, physicals, new hire meetings, departure processing, or job classification processing took place for the following FT positions: Accountant, Civil Engineer, Engineering Technician I & II, Land Surveyor, and Public Safety Officer; PT positions: Administrative Assistant, Assistant Equipment Mechanic, CSO, Laborer, Library Assistant, Transfer Station Laborer, and seasonal positions in the Community Development and Municipal Operations & Programs Departments.

Miscellaneous Personnel Activities

1. Personnel policy updates from the City Attorney continued to be reviewed.
2. Staff continues to work with the pay plan consultant on job classifications and a review of the performance evaluation.

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Finance and Business Operations Information Systems Division Monthly Report July 2018

Software Purchase/Installation/Upgrade Activities

- Software installations included:
 - Two additional ShieldWare RMS licenses were purchased
 - KMS was installed on dataprotection server for MS Office Activations
 - TraCS was temporarily installed to 6 laptops for training
 - Windows Updates were installed on our IIS server to troubleshoot connection issues between the Public Safety squad cars and the building.
 - A WatchGuard body camera firmware update was deployed to all Public Safety body cameras.
 - GIS Analyst Installed image compression software GDAL
- Software upgrades included:
 - OptiView Screen Recognition was updated with ShieldWare Incidents after a recent Update to ShieldWare broke the screen link.
 - Superior Financial Applications were loaded, installed and Updated on the iSeries.

Equipment Purchase/Installation/Upgrade Activities

- Equipment purchases included:
 - 35 iPhone 5SE cases were purchased.
 - 10 - 32 GB USB drives were purchased for the Police Department.
 - 6 Tempered glass screen protectors were purchased for iPhone SE's.
 - 16 GB of RAM for the Cellebrite extraction PC in Investigations.
 - An Apple AirPort Extreme.
 - A short throw projector for Public Works.
 - A hard drive dock and cases were ordered for Cellebrite archive.
 - Tablet cases were purchased and installed on Tablets for Engineering.
 - 15 New 24" displays were purchased and placed into storage
 - Replacement Toner was purchased and installed to the Laser Printer at Falls Aquatics.
 - Two power supplies were purchased. One placed into inventory
- Equipment installations included:
 - Three failing mice were replaced. One for a user in Public Records, One at Visitors and Tourism Center, another for a user in Inspection Services.

- Two new 24" displays were installed for a user at Public Works replacing a single 19" display for use with CIMS Cemetery Software.
- 35 City issued iPhones were setup for people, with email on them, in replacement of their stipend.
- A second monitor was installed at a Housing end user's desk.
- 16 GB of RAM in the Investigations Cellebrite extraction PC.
- An Apple AirPort Extreme was configured and installed to provide more quick and stable Wi-Fi access to the City Administrator.

Project and Assistance Activities

- New Cable TV Production Truck:
 - Worked with Signs by Tomorrow to install wrap on new production truck.
 - Hardware configuration and installation in their new production van was completed
- Graphic design projects for the month included:
 - Hearst Center: fall brochure booklet, event posters and postcards, exhibit materials, biocell signage, billboard
 - Tourism: misc ads, event posters, trail map and miscellaneous printing
 - Other: business cards, key card designs, fire brochures, em. Exit maps, NNO advertisement, note pads, no parking signs, Rec center fliers, website and social media maintenance, and miscellaneous printing
- Assistance Activities:
 - A laptop lab was setup in the Public Safety briefing room in order for the CFPD reserve unit to train on desktop/mobile software.
 - Several officer interview room videos were archived to assist with a stabbing investigation.
 - A new Housing Pro authorization code was installed through a Housing end user's software portal.
 - Fees for FY19 were updated in the CIMS and QuickBooks cemetery systems.
 - FY19 Fees were updated in LAMA, on the website, and created spreadsheet to validate calculations for the building fees.
 - Video was recovered from Buffalo Wild Wings DVR system for Police Investigations regarding a case.
 - One PC at Public Works for Doyle was reloaded due to computer issues.
 - 14 New Windows 10 computers were loaded and installed in Public Safety replacing older windows 7 PC's that will be backed up, reloaded and redeployed elsewhere.
 - Custom reports for Fireworks, Accidents, Traffic Stops were run as requested by Public Safety.
 - Custom report for Finance was created for the cemetery deposits.
 - Laptops were setup in Public Safety Briefing room for Training Lab
 - City issued cell phones were configured with email and settings then deployed to users.

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- Covert camera was configured and placed to assist Public Safety Investigations with an ongoing case.
- We continue to monitor the SPAM filter, tagging and retrieving messages as needed to reduce the quantity of unwanted email received.
- We continue to provide support for the City's FTP server, adding folders and managing security as necessary.
- Files and folders were restored from backup as requested by users.
- We continue to provide support for the City's automated door lock systems, adding, deleting, and changing user access as needed.
- Laptops and projectors were provided and setup for those needing them for meetings and travel.
- Users were added and removed from the network and employee intranet as required for hires and terminations.
- We continue to provide support for the digital video systems in the patrol cars, body cameras, city facilities, College Hill, Parkade, and covert operations as requested.
- We continue to provide support for the City's web site. News items were posted to the home page. Job openings, cable TV schedules, digital brochures, calendar items, bid opportunities, meeting agendas and minutes were posted as requested. Incoming requests to the request tracker system was monitored and forwarded to the appropriate department as necessary.
- We continue to provide support for the document imaging system, adding categories as requested, maintaining user accounts, maintaining appropriate security and providing backup and redundancy.
- We continue to provide support for the City's telephone system, adding and modifying services as requested

Problem Resolution Activities

- An Admin Clerk was assisted with editing CIMS invoicing from CIMS to QuickBooks.
- Yard waste pickups from a garbage truck were manually downloaded because of a corrupt Bluetooth upload.
- The TraCS archive database for 2018 needed to be split due to corruption. The records clerk is now able to archive forms again.
- Lanlink was optimized and repaired due to speed issues.
- Computer Startup Repair was ran resolving issues on FBO Front Window PC.
- Files were restored from backup for a user in Public Records after an accidental deletion.
- Windows updates were run on CedarFalls IIS resolving issues with TraCS Web Services on Public Safety Mobiles.
- One phone in FBO was reset resolving issues with the Pin Pad expansion module.
- Electronic signature pad was reinstalled to the Public Safety Supervisors PC resolving communication issues.

Equipment Repair Activities

- 2 WatchGuard body cameras were sent in for repair, under warranty.
- A WatchGuard video system touchscreen was replaced, under warranty, in a Public Safety squad car.
- Failed box camera in the City Hall lower lobby failed and was replaced with a spare from inventory.
- LanLink server power supply failed and was replaced with new.
- Data was restored from a failing Hard Drive to a new Drive for Cable TV.

Channel 15 Programming Activities

Televised live programs from City Hall:

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

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

Regular production included:

- Broadcast live 1 Cedar Falls Municipal Band concert
- Broadcast the Sweet Adelines concert prior to the Municipal Band concert
- Broadcast live & recorded for re-air the Sturgis Falls Parade
- Produced 4 City News shows
- Produced 2 Arts Overlook segments
- Produced 2 Sports Talk segments
 - Summer Sizzler
 - Iowa State Trap Shoot
- Aired 3 new Panther Sports Talk summer shows
- Continued production on “Cedar Falls Fire Rescue: 150 Years” documentary
- Produced video open for Panther Sports Network football broadcasts.
- Began graphic design on graphics for fall production season: UNI Football & CF Football
- Pat Mitchell Golf Outing
- Sturgis Falls Race
- Aired 3 new Panther Sports Talk summer shows
- Finished “Road to a Championship” documentary on the Cedar Falls Boys Basketball State Championship
- Shot & Edited documentary on Daniel Wild, an early potter of Cedar Falls.

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City News

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

- Downtown District campaign to expand
- Road Construction Update
- Cedar Falls museums
- National Night Out preview
- Public Safety building construction update
- Police cards
- Firefighter cards
- Veterans Park brick sales
- Flood Levee update
- Seasonal Compost facility
- Overman Park brown shed scout project remodel
- Clay Street Park update
- Orchard Hill Park pickleball court construction update
- Tourist Park disc golf course work
- Cedar Falls Historical Society new director begins
- Community Main Street building relocation update
- Road Construction Update
- Falls Aquatic Center season update
- Police Gator (update to the story with new video of gator being used)

Geographical Information Systems (GIS)

- Projects:
 - Received new 2018 aerial imagery and LiDAR delivery. Reviewed all imagery for completeness and quality
 - Met with Fire Dept staff to begin collecting data for creating pre-planning documents
 - Provided technical comments for 4 plats going to tech review
 - Added new 2018 aerial imagery to all web mapping applications
 - Worked with planning and building staff to make changes to LAMA for plan review
 - Met with Police Department staff to update their patrol maps
 - Met with Fire Department staff to update their emergency response maps
 - Met with CFU staff to discuss water & gas mapping integration
 - Worked with Planning staff to generate rental paving statistics for Council
 - Worked with Planning staff to determine ownership percentage for a protested rezoning
 - Assisted Engineering and Planning staff to collect topographic measurements for a project near Walters Pond

- Web & Database:
 - Added updated water layers to internal mapping application
 - Added storm layers for editing to Water Rec for tracking cleanings for NPDES permits
 - Updated storm intake layer to include apron outlets
 - Converted CAD drawings for P/Z & Council exhibits
 - Reviewed and assigned 10 new addresses for upcoming projects
 - Updated rental information from Firehouse into SQL
 - Updated building permits from LAMA into SQL
- Field work:
 - Collected 367 survey-grade GPS positions on sanitary and storm sewer infrastructure
- Maps:
 - Provided new large maps with 2018 aerials for Mayor Brown
 - Provided maps for FD for emergency response
 - Provided maps for PD for patrol areas
 - Created maps with hydrant flow data for FD
 - Provided map for a rezoning case to Planning
 - Provided a map for CFCS for a traffic study RFP
 - Provided a map for Center St trail project
 - Provided a map for Planning on W 1st St property acquisitions
 - Provided a map for PD for a missing person search area
 - Provided maps for new addresses issued:
 - Autumn Ridge changes for 3 lots
 - Saul's 1st Addition
 - UNI Tallgrass Prairie complex

Training and Staff Activities

- Cable TV Staff worked with Cedar Falls schools to install power at the high school for future events.
- Cable TV Staff met with Troy Becker, CF Schools Activities Director to discuss alternative parking options at the high school, because of the addition of a portable classroom that extends over the sidewalk where we normally park.
- Cable TV Staff worked with the University of Northern Iowa to install power for future UNI broadcasts.
- System staff attended a Civic Plus Civic Clerk webinar for agenda management software.
- Training was done in Information Systems regarding loading Superior HTE Upgrade material, BRMS Backups on iSeries.
- Dan Clark, System Technician II, has resigned and his last day will be August 21.
- GIS Analyst read tutorials on image compression software to assist with network storage cleanup
- GIS Analyst read tutorials and watched how-to videos on adding images and layers to AutoCAD Civil 3D

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- Worked with a volunteer GIS intern to map plats, GIS Analyst checked work for accuracy and completeness.

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

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

1. **Traffic Court:**

City Cases Filed: 119 (this number includes both City and State tickets)

Cases Set: 6

Trials Held: 3

2. **Code Enforcement:** Conferences with Steph Moore (in-person and on phone) re: various properties concerning junk vehicles and appliances, nuisance, and unmowed lawn issues at 1003 Bluff Street, 1122 West 22nd Street, and 801-809 West Seerley.

3. **Miscellaneous:** None.

REPORT FROM KEVIN ROGERS, CITY ATTORNEY

4. **PERSONNEL/HUMAN RESOURCES:**

- a) Consult with City staff on personnel and disciplinary matters
- b) Attend weekly Human Resource Meetings
- c) Work on Personnel Policy revisions
- d) Advise Administration Committee on employee grievance
- e) Draft response to ICRC complaint
- f) Advise on employee grievance procedures

5. **RISK MANAGEMENT/CLAIMS:**

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

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6. CONTRACTS/AGREEMENTS:

- a) Drafting – Whispering Pines Association agreement
- b) Review & Advise—BAJR Enterprises Development Agreement amendment
- c) Review & Advise—Black hawk Hotel Restrictions Agreement amendment, Subordination Agreement
- d) Review & Advise—Lease-FN Investors

7. MAYOR/CITY COUNCIL:

- a) Prepare for and Attend Meetings of City Council and Committee of the Whole; Meetings with Mayor Brown
- b) Advise on City Council procedural issues
- c) Work on potential City Council Rule changes

9. MISCELLANEOUS:

- a) Attend Weekly Department Meetings
- b) Professional Reading-municipal and employment law resources
- c) Advise on new Iowa appellate court cases of interest to the City
- d) Advise on Open Records requests
- e) Advise on Band Shell issue
- f) Attention to rental paving dispute
- g) Draft potential Petition requirements
- h) Attention to property acquisitions—West 1st Street
- i) Continue drafting of standardized storm water maintenance and repair agreement
- j) Continued work on Recodification

REPORT FROM COLLEEN SOLE, PERSONNEL SPECIALIST:

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

- a) The Risk Management Committee met July 18, 2018. Department Directors, City Attorney, and insurance representatives were in attendance. Workers' Compensation injuries, liability claims, damage to City property, policies, and disciplines were reviewed.
- b) Worked with legal counsel on investigation and documentation for various litigated workers' compensation, property, and liability claims
- c) Review and edit contracts and certificates of insurance for insurance requirements; working legal counsel and conferring with Arthur J. Gallagher and contractor's agents
- d) Worked with Alternative Service Concepts in processing claims: worker's compensation, liability, property damage, etc.
- e) Review trails and parks rental agreements and insurance for special events
- f) Review ergonomic training and services with Athletico staff
- g) Public Entity Insurance renewed, underwriter documentation finalized and reports and insurance cards were forwarded.

11. **Personnel**
 - a) Work with departments and legal counsel on disciplinary matters
 - b) Work with departments and legal counsel on various personnel issues
 - c) Process medical billing for pre-employment and post-employment matters
 - d) Review of Personnel Policies with Personnel staff
 - e) Processed FMLA leave and monitor non-FMLA injuries/illnesses
 - f) Review of MFPRSI and ILEA vision requirements
 - g) Attend SHRM Wage and Hour Training

12. **Human Rights Commission (HRC):**
 - a) Four current active cases; working with ICRC toward completion of claim. Work with citizens submissions to ICRC.
 - b) Work with ICRC to review cross-filed claims
 - c) Process complaints, provide support to citizen's jurisdictional questions, and provide staff support to Commissioners
 - d) Attend Economic Inclusion Summit planning meetings

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FINANCE & BUSINESS OPERATIONS PUBLIC RECORDS JULY 2018

Public Records Activity

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

City Council adopted thirty-three (33) resolutions during the month; staff drafted twenty-four (24) of these resolutions.

Issued the following:

- 2 Business Licenses
- 30 Pet licenses
- 11 Annual "Paw Park" permits
- 4 Cemetery Interment Rights Certificates

Issued the following Parking Permits:

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

Processed (5) liquor licenses and (1) beer permit.

Recorded (4) documents with the County Recorder and filed (2) documents with the County Treasurer.

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

Processed and finalized bond sale documents.

Attended webinar for meeting agenda and management software.

The unemployment rates for the month of June 2018 were 2.8% for the Waterloo-Cedar Falls Metropolitan Area, 2.6% in Iowa and 3.9% in the U.S.

Document Imaging completed

11 – Employee performance evaluations.
36 – Miscellaneous boards, commissions & committees meeting materials.
5 – Planning Geo files.
Currents newsletter – Summer 2018
Departmental Monthly Reports for June 2018.
Miscellaneous employee documents.

Parking Enforcement

685 – Parking citations issued.
\$ 9,046.00 – Citations paid.

Parking Collection Efforts

\$ 1,602.00 – Collections from delinquent parking accounts.
\$ 800.00 – Vehicle immobilizations (16 vehicles).

Drafted a Request for Qualifications and Proposals for a consultant to complete a parking study for the Downtown area. A parking study review committee was also formed and the committee will review proposals received.

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FINANCE & BUSINESS OPERATIONS LIBRARY & COMMUNITY CENTER JULY 2018

Library Activity

Usage Statistics	May 2018	June 2018	June 2017
Customer Count	17,183	24,670	25,328
Circulation	32,681	45,713	45,927
Ebooks, emagazines, and streamed videos	3,835	4,139	3,946
Downloaded music	1,610	1,581	1,552
Reference Service	2,188	2,843	2,447
Items Added	944	1,412	1,376
Event Attendance	763	3,969	3,928
Computer & Wi-fi Usage	3,849	4,199	4,498

Library events in July included the following:

- Writers of the Cedar Valley, workshopping on writing-related topics, met July 1.
- Teen Gaming happened the first four Mondays of July, as part of the summer program.
- Geek Out Together discussion on July 9 was on future sources of energy.
- Teen Minecraft happened Tuesdays in July on the 10th, 17th and 24th, as part of the summer program.
- Financial Literacy sessions were well attended in July on the 10th, 17th, 23rd and 31st.
- Slushies and Book Discussion were on Wednesdays in July on the 11th, 18th and 25th, as part of the teen summer program.
- Happy Faces Entertainment provided a children's variety show on July 12, as part of Summer Library Program (SLP).
- Teen Nights were Thursdays in July, the 12th, 19th and 26th, as part of summer program.
- ISU Insect Zoo held an exhibit and two workshops on July 16, as part of SLP.
- Trivia Night's feature this month was on Disney music, for all ages, July 16.
- The SLP's performance of Juggling Jeff was July 19.
- The Academy Awards' film series showing of "Lady Bird" was on July 20.
- The monthly Board Game Saturday was July 21.
- Cultural Literacy discussion on July 25 was on the theme, "Deaf Culture," presented by Karlene Kischer-Browne of UNI.
- Youth Department held regular events throughout July, including summer storytimes in the park, storytimes for babies, toddlers and preschool, and programs for tweens.

Community Center: In addition to regular weekly events for seniors, such as cards, ceramics, dominos, billiards, functional fitness sessions, and music, the Center also hosted bridge clubs, stamp club, and a device advice, "Internet Safety 101." There was a Red Cross blood drive at the Center on July 19.

**ENGINEERING DIVISION
PROJECT MONTHLY REPORT - JULY 2018**

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

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ENGINEERING DIVISION SUBDIVISION MONTHLY REPORT - JULY 2018

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

**ENGINEERING DIVISION
COMMERCIAL CONSTRUCTION MONTHLY REPORT - JULY 2018**

<i>Project</i>	<i>Description</i>	<i>SWPPP Status</i>	<i>Detention Calcs Status</i>	<i>Developer/ Engineer</i>	<i>Project Status</i>
924 Viking Road	924 Viking Road	Approved	Approved	Dahlstrom/CGA	Active
Ashley Furniture	2615 Capital Way	Approved	Approved	Claassen Engineering	Completed
Bethany Bible Church	4507 Rownd Street	Seed Stabilization	Approved	VJ Engineering	Completed
College Square Apartments	925 Maplewood Drive	Seed Stabilization	Approved	Confluence	Completed
Community Foundation	3117 Greenhill Circle	Seed Stabilization	Approved	Peters Construction	Completed
Community Motors	4617 University Avenue	Seed Stabilization	Approved	Helland Engineering	Completed
Greenhill Fountains - Ph. II	5307 Caraway Lane	Approved	Approved	Hall & Hall	Active
Hanna Park Lot 5	Under Construction	Approved	Approved	Shoff Engineering	Active
Jacobson Parking Areas	411 Clay Street	Approved	Approved	Peters Construction	Completed
UnityPoint	5100 Prairie Parkway	Seed Stabilization	Approved	VJ Engineering	Completed
Wayson Chiropractic	4615 Chadwick Road	Seed Stabilization	Approved	Peters Construction	Completed
Western Home Community Building		Approved	Approved	Claassen Engineering	Active
Willow Falls Addition	1123 Bluegrass Circle	Seed Stabilization	Approved	VJ Engineering Brent Dahlstrom	Completed
Aldrich Elementary School	2526 Ashworth Drive	Approved	Approved	Larson Construction	Active
Orchard Elementary School Addition	3909 Rownd Street	Approved	Approved	Brain Engineering	Active
Panther Office Addition	616 Clay Street	Approved	-----	Dollys Rental	Active
Airgas Parking Lot Addition	407 Performance Drive	Approved	-----	Cardinal Construction	Active
Veridian Credit Union Parking Lot	3621 Cedar Heights Drive	Seed Stabilization	-----	-----	Completed
Fager Properties LLC	3123 Big Woods Road	Approved	-----	Fager Construction	Active
State Street Mixed Use LC	200 E. 2nd Street	Approved	-----	Benton Sand & Gravel Inc.	Active
CFU Building Addition	1 Utility Parkway	Approved	-----	Peters Construction	Active
City of Cedar Falls Community School	3626 W. 12th Street	Approved	-----	Peters Construction	Completed
Western Home Communities 4th - Building Addition	5317 Hyacinth Drive	Approved	Approved	Cardinal Construction	Active
Cedar Falls Lutheran Home for Aged	7501 University Avenue 1A & 2B	Approved	-----	Peters Construction	Completed
Brookside Veterinary Hospital	9305 University Avenue	Approved	-----	Magee Construction Company	Completed
JC Enterprises Parking Lot	1910 Center Street	Approved	-----	JC Enterprises	Completed
JC Enterprises Building Addition	1910 Center Street	Approved	-----	JC Enterprises	Completed
Deere and Company	6725 Cedar Heights Drive	Seed Stabilization	-----	Peters Construction	Completed
Cedarloo Park Parking Lot	4418 University Avenue	Approved	-----	City of Cedar Falls	?
Hertz Farm Building Renovation	6314 Chancellor Drive	Approved	Approved	Peters Construction	Active
Greenhill Commercial 2nd Addition - Lot 2	4505 Algonquin Drive	Approved	Approved	High Properties	Active
Great Wall Reconstruction	2125 College Street	Approved	Approved	Peters Construction	Completed
Weber Paper Remodel	5801 Westminster Drive	Approved	Approved	Peters Construction	Completed
Wileys Christian Books Parking Lot	2520 Waterloo Road	Approved	-----	-----	Active
McDonalds Parking Lot	2515 Main Street	Approved	-----	Bishop Engineering	Completed
Victory Motors Building Remodel	5312 University Avenue	-----	-----	All Seasons Construction	Active
Viking Pump Building Addition	715 Viking Road	-----	-----	Cardinal Construction	Active
Wayson Chiropractic	4615 Chadwick Road	Under Construction	Approved		-----
Willow Falls Addition	Bluegrass Circle	Under Construction	Approved	VJ Engineering Brent Dahlstrom	
N. Cedar Elementary School		Approved	Approved	Brain Engineering	
Western Home 7th Addition	Under Construction	Approved		Lockard Development	Active

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ENGINEERING DIVISION COMMERCIAL CONSTRUCTION MONTHLY REPORT - JULY 2018

<i>Project</i>	<i>Description</i>	<i>SWPPP Status</i>	<i>Detention Calcs Status</i>	<i>Developer/ Engineer</i>	<i>Project Status</i>
Standard Distributing Co. Building Addition	317 Savannah Park Road	Approved	Approved	Casady Engineering, Inc.	Active
200 West 1st Street	200 W. 1st Street	Approved	Approved	Arabella, LLC	Active
Standard Distribution	1225 Rail Way	Approved	Approved	Fred Rose, LLC	Active
Buckeye Corrugated	2900 Capital Way	Approved	Approved	Fehr Graham Engineering	Active
Lot 5 West Viking Road	3201 Venture Way	Approved	Under Review	Skogman/CGA	Active
Chamber Building Relocation	310 E. 4th Street	Approved	-----	Koch Construction	Active
Fareway Stores	4500 S. Main Street	Approved	Approved	Fareway Stores/ Snyder & Associates, Inc.	Active
Public Safety Building	4600 S. Main Street	Approved	Approved	CGA/Peters Construction	Active
River Place MU II	122 E. 2nd Street	Approved	Approved	AECOM	Active
Hampton Inn	101 W. 1st Street	Under Review	Approved	VJ Engineering	Active

City of Cedar Falls
 Development Services
 Inspection Services Division
 Monthly Report for: Jul-18

Total for Month \$19,039,254.00
 Total for Fiscal Year \$19,039,254.00
 Total Same Month - LAST YEAR \$4,542,344.00
 Total for Fiscal Year - LAST YEAR \$113,715,183.00

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Single Family New Construction	15	0	\$3,416,163.00	\$29,149.70	15	0	\$3,416,163.00	\$29,149.70
Multi-Family New Construction								
Res Additions and Alterations	157	0	\$1,443,701.00	\$23,793.25	157	0	\$1,443,701.00	\$23,793.25
Res Garages	10	0	\$125,175.00	\$2,291.00	10	0	\$125,175.00	\$2,291.00
Commercial/Industrial New Construction	3	0	\$11,265,400.00	\$52,467.75	3	0	\$11,265,400.00	\$52,467.75
Commercial/Industrial Additions and Alterations	11	0	\$2,784,975.00	\$18,719.00	11	0	\$2,784,975.00	\$18,719.00
Churches	1	0	\$3,840.00	\$125.00	1	0	\$3,840.00	\$125.00
Institutional, Schools, Public, and Utility								
Agricultural/Vacant								
Plan Review	8	0	\$0.00	\$41,940.00	8	0	\$0.00	\$41,940.00
Total	205	0	\$19,039,254.00	\$168,485.70	205	0	\$19,039,254.00	\$168,485.70

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

Jul-18

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	81	0	\$0.00	\$7,679.30	81	0	\$0.00	\$7,679.30
Mechanical	100	0	\$0.00	\$10,376.25	100	0	\$0.00	\$10,376.25
Plumbing	76	0	\$0.00	\$7,182.00	76	0	\$0.00	\$7,182.00
Refrigeration								
Total	257			\$25,237.55	257			\$25,237.55

Constructor Registrations	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	1	0	\$0.00	\$0.00	1	0	\$0.00	\$0.00
Mechanical								
Plumbing								
Refrigeration								
Total	1			\$0.00	1			\$0.00

Building Totals	205	0	\$19,039,254.00	\$168,485.70	205	0	\$19,039,254.00	\$168,485.70
Grand Total	463	0	\$19,039,254.00	\$193,723.25	463	0	\$19,039,254.00	\$193,723.25

**PLANNING & COMMUNITY SERVICES DIVISION
MONTHLY REPORT
July 2018**

MONTHLY MEETINGS:

Planning & Zoning Commission – Meetings were held on July 11, 2018 and July 25, 2018. The following items were considered:

Owner/Applicant	Project	Request	Action Taken
Midland Atlantic Development Co.	Rezone SW corner of Highway 58 and W. Ridgeway Ave.	Rezoning from A-1 to HWY-1	Initial Discussion
CV Commercial LLC	Land Use Map amendment and Rezone 1015-1021 W. 22 nd Street	Land Use Map Amendment & Rezoning from R-3 to C-3	Approved
CV Commercial LLC	College Hill Neighborhood site plan review at 2119 College Street and 1015-1021 W. 22 nd Street	Mixed use development and parking lot site plan	Denied
Planning and Community Services	Central Business District Overlay Zoning Ordinance Amendments	City Initiated zoning code amendments	Approved
Midland Atlantic Development Co.	Rezone SW corner of Highway 58 and W. Ridgeway Ave.	Rezoning from A-1 to HWY-1	Approved with conditions
Reed Design Architects	Hwy-1 site plan review at the SW corner of Viking Road and Highway 58	Raising Cane's restaurant site plan.	Approved
JDavis Properties LLC	6607 University Avenue west façade improvements	S-1 site plan and development agreement review	Approved
KBKR Investments LLC	Pinnacle Ridge 2 nd Minor Plat	Pinnacle Ridge 2 nd Minor Plat	Approved

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Group Rental Committee – Regular meeting was held on July 31, 2018.

Alyx Sandbothe	1510 Madison Street	New rental permit for three (3) individuals aged 18 years or older	Approved for an occupancy of three (3) individuals aged 18 years or older
Natalie Patterson	1704 Park Drive	New rental permit for three (3) individuals aged 18 years or older	Approved for an occupancy of three (3) individuals aged 18 years or older
Nick Griffen	2509 Tremont Street	New rental permit for three (3) individuals aged 18 years or older	Approved for an occupancy of three (3) individuals aged 18 years or older

Board of Rental Housing Appeals – Regular meeting was held on July 16, 2018

Wesley & Michelle Prybil	926 W. 14th Street	Increase back to four (4) individuals aged 18 years or older	Approved for an occupancy of four (4) individuals aged 18 years or older
Jason Bodensteiner (J and M Bodensteiner LLC)	1017 W. 19th Street, Unit 2	Increase back to four (4) individuals aged 18 years or older	Approved for an occupancy of three (3) individuals aged 18 years or older
Mike Langreck	2611 Tremont Street	Increase back to four (4) individuals aged 18 years or older	Approved for an occupancy of four (4) individuals aged 18 years or older

Board of Adjustment – Regular meeting was held on July 30, 2018

Kroemer Apartments	2003 College Street	5-foot parking lot setback variance request	3-foot variance approved to pave an existing gravel parking lot with a 2 foot setback from the back property line
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Other Commissions, Board Meetings & Staff Liaison Responsibilities:

	Date	Notes/Actions
Historic Preservation Commission	7/11/18	Upcoming and ongoing projects discussed. Scavenger hunt winners selected.

Housing Commission	7/10/18	Public hearing for Annual Action Plan/ Consolidated Plan updates
Community Main Street Design Committee	7/20/18	Staff was unable to attend this month's meeting.
Metropolitan Transportation Technical Committee	7/12/18	Technical Committee meeting was held. Public hearing on the FY 2019-2022 TIP, Long Range Transportation Plan and Pedestrian Master Plan update.
MET Transit Board	7/28/18	Staff reports, update on route changes and ridership survey.
Wellness Committee		No meeting in July
North Cedar Neighborhood Association	7/9/18	Update on Center Street trail project. Project now underway. Construction should be approximately 45 working days. Discussed neighbor night out event.
College Hill Partnership	7/9/18	Discussed various dates for requests to close College Street for farmer's market and for Panther Block Party, Oktoberfest.

ECONOMIC DEVELOPMENT:

- Prepared and distributed materials for information requests for prospects along with information on available buildings, land, incentives, tax rate comparisons, etc.
- Staff continued to explore possibilities for expanding the City's industrial parks.
- Staff continued to discuss development options for the Gibson properties along W. Ridgeway Avenue that the City owns.
- Met with businesses in the Industrial Park to discuss their business operations.
- The new Holiday Inn & Suites and conference center broke ground at the corner of Hudson Road and W. Ridgeway Avenue.
- The new Hampton Inn is under construction at the corner of W. 1st Street and Main Street.
- The new building for TestAmerica broke ground on Venture Way in the West Cedar Falls Industrial Park.
- The new building for a gymnastics center is underway along Venture Way in the West Viking Road Industrial Park.

PLANNING SERVICES:

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

Number of Rental Inquiries: 30

Types of Questions:

- Information on paving requirements
- Confirming paving deadlines for rental properties
- Group rental permit for higher occupancy

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- Existing rentals and level of occupancy determination
- Rear yard parking
- Group Rental Board of Housing Appeals process
- Fences, retaining walls, setbacks, etc.

CODE ENFORCEMENT:

Number with Cases During Timeframe	62	
Incomplete Cases	16	26.0%
Completed Cases	46	74.0%
		100.0%

Description of Issue	Amount
Front and Side Yard Parking	1
Brush Piles/Vegetation	2
Garbage container at street curb	5
Overflowing Garbage Container	0
Items at the Street Curb	2
Junk/unlicensed vehicle	1
Illegal Storage of Trash/Materials on Property	6
Property/Building Maintenance	2
Sidewalk Obstruction	1
Loud Party	0
Signs in the ROW	0
Animal Control	0
Tall grass and weeds	42
Total	62

Landlord Accountability Ordinance:

- 24 properties issued warnings.
- 7 properties issued citations/points.

OTHER PROJECTS FOR JULY INCLUDED:

- A final paving reminder was sent to the relevant landlords with paving deadlines in August 2018.
- Postcards were sent out to remind relevant landlords of their August 2019 paving deadline.
- W. 1st Street reconstruction continues with final design. The right of way portion of the project is underway. Staff has been working with the consultant on the right of way negotiations with the property owners.
- Staff presented the proposed CBD overlay code changes to P&Z and Council Committee.
- HPC scavenger hunt finished. Winners selected and prizes distributed.
- City Council approved the purchase of one additional property through the 2016 flood buyout program.
- One Rental to Owner Conversion Incentive Program project started.
- A supplemental contract with Riverwise Engineering was approved by the City Council for the final design portion of the Cedar River recreational improvement project. The consultant is working on the final design and will coordinate the next public open house in August.

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HQS Inspections: 21 Inspections were completed (12 bi-annual, 11 initial, 1 re-inspection).

End of Participation: 2 clients ended participation.

Hearings: None

Other:

- A Public Hearing was held July 10, 2018 to hear comment on the PHA Annual Plan.
- The Housing Commission met on July 10, 2018 to review the process of managing the waiting list.
- Staff has been working to complete the annual Section 8 Management Assessment Program (SEMAP) which is due to HUD on August 31st.

**Amount of Vouchers HUD authorizes*

*** Lease up goal based on available funding*

Add A Dollar Report

During the month of July, the Add a Dollar program assisted 11 households with an average of \$92.68 per household. The program balance is currently \$1,493.79.

**DEPARTMENT OF COMMUNITY DEVELOPMENT
WATER RECLAMATION/SEWER DIVISION
MONTHLY REPORT - JULY 2018**

PLANT OPERATIONS

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

We are required to disinfect our effluent during the months of March through November. In July tests were conducted on our effluent to verify the effectiveness of the process. E. coli is the indicator organism analyzed. Our permit allows for a geometric mean result of 126 MPN/100ml. Our results showed a mean of 15.1 MPN/100ml, well below our limit.

PROJECTS

The Primary Clarifier Coating Project was completed in July. This project included sandblasting and coating metal surfaces under domes in the initial stages of treatment where the environment is very corrosive.

The Raw Pump Station renovation was completed in July. This lift station at the treatment plant pumps approximately 40% of our total flow to the headworks of the plant. We were experiencing several small problems with the previous system due to aging electrical equipment. The updated system is more efficient and reliable, and is much easier to operate.

An IDNR inspection was conducted on July 26th. This was a plant and collection system inspection. We will receive the report in August but no serious violations or issues were noted during the on-site inspection.

INDUSTRIAL WASTE PRETREATMENT PROGRAM

An annual inspection of the Universal Industries was conducted on the 17th. The inspection is a requirement of the Pretreatment Program. No issues were found.

All pretreatment industries are required to submit biannual compliance reports by the 25th of July each year. Viking Pump was the only industry that did not submit this report on time. This is a minor compliance violation that does get reported to the USEPA and IDNR.

BIOSOLIDS

We were able to process 139,000 gallons through our belt filter press system for application later. This compares to 72,000 gallons taken out of the system in July 2017.

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Another 222,000 gallons of liquid biosolids was land applied in July. In July of 2017, 267,000 gallons of liquid biosolids was land applied.

A total of 12.8 tons of gritty, inorganic solids were hauled to the landfill.

SEWER CALLS AND COLLECTION SYSTEM ISSUES

Staff processed 570 requests for utility locates in construction areas for the Iowa One Call system. Of those, 152 were pertinent and required a sewer line to be located.

We received three calls regarding sewer problems, no issues were found with the city's sanitary sewer mains. There were no lift station alarms in July.

A total of 1,400 feet (0.27 miles) of sanitary sewer lines were televised this month. This brings our annual total to 3.2 miles. Our goal each year is to televise at least fifteen miles.

Crews were able to do clean 25,443 feet (4.82 miles) of sanitary sewer lines. This brings our annual total to 19.3 miles. Our annual goal is to clean at least forty miles.

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

PARK

- Performed routine cleanup duties at Paw Park.
- Performed routine restroom stocking and shelter cleanup duties.
- Removed and covered up graffiti.
- Dirt work, grade and seed at Tourist Park for basket replacements.
- Performed cleaning operations on the Recreational Trails.
- Continued with finalizing construction of Clay Street Park shelter.
- Removed flag pole from Peter Melendy Park due to construction work.
- Performed maintenance work at the new Petonque Court.
- Deliver and pickup barrels for aquatic center event.
- Continued work in Orchard Hill Park for new pickle ball & basketball courts.
- Repaired damaged trolley plaque at Sturgis Park.
- Performed flood cleanup at Island and Washington Parks.
- Relocated trail bench on riverside trail due to eroding river bank.
- Removed old shelter and concrete at Clay Street Park.
- Repaired damaged docks at big woods lake due to flooding.
- Replaced trail bench at Island Park.
- Power washed shelters.
- Installed new baskets at Tourist Park disc course.
- Repaired dugout canopy at Birdsall Park ball diamonds.
- Replaced damaged memorial table at Kuehn's Park.
- Installed new playground mulch in parks as needed.
- Installed memorial bench on Cottage Row.
- Finished trail relocation work in Island Park.
- Repaired trail along Cottage Row that was a result of flooding.

ARBORIST

- Ash Street trees removals. (18 total)
- Other street tree removals. (14 total)
- Some routine tree trimming and hanger removals from multiple locations.
- Removed planting from Peter Melendy Park due to construction.
- Routine cleaning and maintenance of arborist equipment.
- Cleaned planting beds and city bio-cells.
- Fertilized Clay Street Park.
- Watering trees and plantings.
- Maintained planting beds at Hearst Center, City Hall, Peter Melendy, Olson's Riverside, Visitors Center, cemetery gardens, & Gateway Park.
- Watered newly planted tree and shrubs.
- Cleaned new planting beds at Parking Lot D.

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CEMETERY STAFF

- Performed regular grave openings/closings and assistance with funerals.
- Weekly mowing and trimming of all three cemeteries.
- Removed down limbs in the cemeteries and in some ROW mowing areas.
- Removed all trash and dead flowers in the cemeteries.
- Cut back low hanging branches along the recreational trails and cemeteries.

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

FOR THE MONTH OF:	<u>July</u>	Year	<u>2018</u>
Interments:			
	Greenwood		<u>3</u>
	Fairview		<u>8</u>
	Hillside		<u>1</u>
Disinterment:			
Spaces Sold:			
	Greenwood		<u>2</u>
	Fairview		<u>6</u>
	Hillside		<u>1</u>
Services:			
	Cremations		<u>7</u>
	Saturday		<u>2</u>
	Less than 8 hrs. notice		<u> </u>
	After 3:00p.m.		<u> </u>

Receipts:			
Prepetual Care	Greenwood	\$	<u>1,735.00</u>
	Fairview	\$	<u>960.00</u>
	Hillside	\$	<u>160.00</u>
		\$	<u>2,855.00</u>
	Burial Permits	\$	<u>6,635.00</u>
	Lot Sales	\$	<u>11,420.00</u>
	Marker permits		<u> </u>
	Deed Transfers		<u> </u>
Total Receipts:			<u><u>\$20,910</u></u>

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

RESIDENTIAL SOLID WASTE COLLECTION

The automated units collected a total of 626.05 tons of solid waste during the month of July. The 174 loads required 313.50 man-hours to complete, equating to 2.00 tons per man-hour. The automated units used 1,497.67 gallons of low sulfur diesel fuel during the month.

PARKS GARBAGE ROUTE

The automated park garbage truck collected a total of 3.33 tons of solid waste during the month of July. The 9 loads required 109.00 man-hours to complete, equating to 0.03 tons per man-hour. The automated unit used 89.01 gallons of low sulfur diesel fuel during the month.

CONTAINER ROUTE

The container route crew collected twenty-one (21) loads of refuse for the month. The containers totaled 26.35 tons and required 98.00 man-hours to complete. This operation yielded 0.27 tons per man-hour. The semi-automated collection totaled 25.50 tons and required 99.00 man-hours to complete. This operation yielded 0.26 tons per man-hour.

The total number of July container dumps was 769. Seventeen percent (17.82%) or 137 of these dumps, were for non-revenue bearing accounts.

The container route truck used 269.74 gallons of low sulfur diesel fuel during the month.

LARGE ITEM COLLECTION

Refuse personnel made 106 large item stops during the month and collected 11.16 tons. This required 72.00 man-hours to complete and equates to 0.16 tons per man-hour. Twenty-one (21) Appliances, Four (4) Tires, and Nine (9) Televisions, and Two (2) Computers were collected this month.

RESIDENTIAL YARD WASTE COLLECTION

Refuse crews collected 169.52 tons of yard waste curbside this month. The 41 loads required 126.00 man-hours to complete, equating to 1.39 tons per man-hour.

There are currently 7,728 yard waste accounts throughout the city.

3,576 yard waste carts were picked up this month.

The Automated yard waste collection trucks used 327.27 gallons of low sulfur diesel fuel during the month.

TRANSFER STATION SOLID WASTE

The Transfer Station's trucks hauled 71 loads of solid waste to the Black Hawk County Landfill totaling 1,023.13 tons.

The Transfer Station accepted 330.74 tons of commercial and residential solid waste this month.

267 appliances, 96 tires, 149 television sets, and 46 computer monitors were received at the Transfer Station for the month.

Two (2) Bag Tags were purchased this month.

The Transfer Station's trucks used a total of 539.96 gallons of low sulfur diesel fuel during the month.

TRANSFER STATION YARD WASTE

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

The Transfer Station accepted 5.19 tons of commercial and residential yard waste this month.

Refuse crews hauled 115.75 tons of yard waste to the Compost Facility this month.

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

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

Tin (Baled)	3.84 tons
Plastic (non-baled)	
Plastic (Baled)	16.69 tons
Cardboard (non-baled)	
Cardboard (Baled)	56.69 tons
Newspaper/Magazines (non-baled)	
Newspaper/Magazines (Baled)	29.38 tons
Phone Books	
Books/Flyers	
Office Paper	6.55 tons
Plastic Bags	0.80 tons
Styrofoam	0.87 tons
Other Items Recycled for the month	
Appliances	22.05 tons
E-Waste	3.70 tons
Glass	74.45 tons
Scrap Metal	31.61 tons
Shingles	42.70 tons
Tires	1.14 tons

Revenue generated by the Recycling Center for July was \$3,712.05.

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UNI RECYCLING SUBSTATION

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

Plastics #1-7	4.76 tons
Cardboard	10.03 tons
Newspaper	7.38 tons
Tin	0.48 tons
Glass	0.00 tons
Plastic Bags	0.12 tons
Office Paper	2.08 tons
Styrofoam	0.24 tons
Total	25.09 tons

FAREWAY RECYCLING SUBSTATION

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

Plastic #1-7	9.61 tons
Cardboard	15.86 tons
Newspaper	9.84 tons
Tin	0.59 tons
Glass	2.16 tons
Total	38.06 tons

GREENHILL VILLAGE RECYCLING SUBSTATION

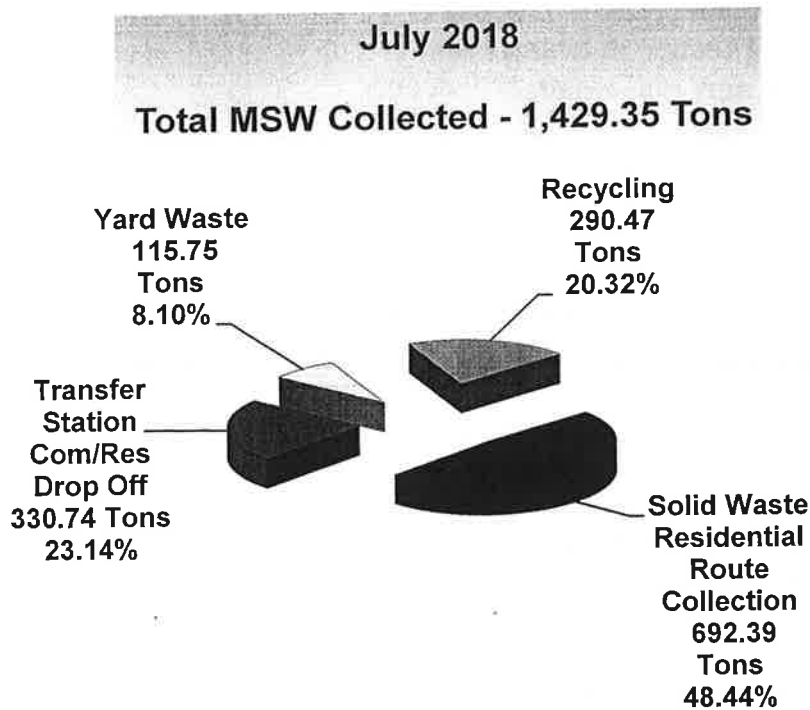
The Greenhill Village Recycling Substation received the following quantities of recyclables for the month of July.

Plastic #1-7:	4.09 tons
Cardboard	16.46 tons
Newspaper	6.51 tons
Office Paper	2.17 tons
Plastic Bags	0.00 tons
Tin	0.34 tons
Glass	0.00 tons
Styrofoam	0.29 tons
Total	29.86 tons

MONTHLY TOTALS

Municipal Solid Waste figures for the City of Cedar Falls:

The total waste collected by the City of Cedar Falls and hauled to the Black Hawk County Landfill, and to City Carton including Solid Waste, Yard Waste, and Recycling was 1,429.35 tons. The following pie chart is a representation of the Municipal Solid Waste figures for the month of July 2018 for the City of Cedar Falls.



MISCELLANEOUS TASKS

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

Equipment was cleaned on a weekly basis.

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

COMPOST FACILITY

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

OUTSIDE SECTION ASSISTANCE

- Provided assistance in the fleet maintenance facility.
- Repaired a recreation trail section in Island Park.
- Assisted with solid waste and yard waste collection.
- Assisted with the pickleball court in Orchard Hill Park.
- Provided assistance to the cemetery section.
- Provided assistance with EAB tree removal.

STREET & ALLEY MAINTENANCE

- Streets were swept on a routine basis throughout the month.
- Potholes were filled with asphalt hotmix or with the Dura-Patch spray patch machine.
- The grind & patch method of street repair was utilized at various locations when it was advantageous.
- Alleys & road shoulders were graded as needed during the month.
- Continued annual crack sealing activities.
- Made permanent street repairs to Cedar Falls Utilities temporary street patches.

SANITARY & STORM SEWER MAINTENANCE

- Replaced failed sanitary sewer castings at various locations.
- Repaired storm sewer catch basins at various locations.
- Repaired a damaged storm sewer tile on Kael Trail.
- Reconstructed failed storm sewer catch basins on Olive Street.
- Cleared debris from catch Basin Grates following heavy rain events.

MISCELLANEOUS TASKS

- Mowed road shoulders.
- Repaired a road edge washout on E. Ridgewood Drive.
- Repaired washout / undermined road issue at 2 locations on Greenwood Avenue.

CEDAR RIVER

- The river level was monitored and normal operational procedures were followed during fluctuating water levels.
- Traffic control materials were placed as needed during high water events.

SPECIAL EVENTS:

Traffic control materials were placed & retrieved for the following events

- Hearthside Drive neighborhood event.
- Abraham Drive neighborhood event.
- Iowa Shrine Bowl Parade on Main Street.

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

- 116 traffic control signs were repaired.
- Made 11 labels for vehicle maintenance.
- Traffic operations completed 11 One Call utility locates.
- Completed 48 minor repairs and upgrades to different signalized intersections.
- Traffic operations completed the roadway painting of all white long lines and skips.
- Traffic operations completed yellow small machine painting of median hash marks and median noses.
- Responded to 2 different outdoor emergency siren service calls.
- Traffic personnel assisted building maintenance with 2 minor tasks.
- Delivered building supplies and completed recycling task at city buildings.
- Made 3 different repairs on surveillance cameras.
- Installed a battery backup system to 12th and Hudson Road.
- Installed 4 new vehicle detection sensors and a new radio transmitter at Technology Parkway and Hudson Road.
- Installed signal back plates at 2 intersections to make them MUTCD compliant.
- Traffic operations responded to one intersection in flash call afterhours. Repairs were made and returned to normal operation.
- Responded to a signal knockdown at 4th and Main Street. A new signal and light pole was installed.
- Traffic operations began converting signalized intersections along the Hudson Road corridor to Flashing Yellow Arrow permissive left turns. The wiring at each intersection is also being re-terminated due to deteriorating wires. The 5 section heads that are removed are being converted to 4 section heads to keep cost down. The intersections completed this month are:
 - 31st and Hudson
 - 27th and Hudson
 - 23rd and Hudson
 - 18th and Hudson

**DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS
FLEET MAINTENANCE SECTION
MONTHLY REPORT FOR JULY 2018**

The Fleet Maintenance Section processed 153 work orders during the month of July. 6 of them were either sent out or done by staff from other sections.

1,184 transactions were recorded through the City's fuel dispensing sites. The Usage was as follows:

7,448.564 Gallons of Ethanol

8,341.033 Gallons of low sulfur diesel fuel

The total amount of fuel pumped for the month of July was 15,789.597 Gallons.

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

Street Section

270: Removed floor mat and sealed floor to protect from rust.

248: Repaired air cylinder mount for tailgate.

285: Replaced blown hydraulic lines and re-routed lines.

204: Completed installation of air compressor for crack sealing.

242: Replaced starter and completed new tailgate installation after new body was installed.

Refuse Section

321: Replaced rear stack adjusters and adjusted all of the brakes.

340: Replaced VGT actuator, turbo and calibrated turbo.

370: Replaced EGR cooler, manufactured a support to help prevent future failures, repaired broken dash.

Parks/Cemetery/Rec Section

2406: Replaced ignition control module.

2340: In serviced new unit and installed aerial unit on it.

2108: Replace front right wheel bearing and repaired instrument cluster.

2124: Replaced throttle position sensor.

2199: Installed raised air intake tube to reduce the intake of dust from sweeping.

Misc: Mower repairs, sharpened blades and replaced deck belts.

Fire Division

FD540: Replaced front leaf springs and hanger brackets.

FD501: Coolant leak located external and internal; took truck to Beyer motorsports to have engine head removed and checked for damage.

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Police Division

PD05: Serviced, replaced tires and rear brakes.

PD15: Replaced front brake pads and rotors.

PD12: Installed gun rack in vehicle.

Community Development

502: Located and repaired water leak into cabin.

AD06: Replaced inner door handle.

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

AQUATIC CENTER

- Delivered supplies
- Replaced faulty door closer on office door.
- Installed arc flash label on electrical panels.
- Replaced broken door handle on office door.

BEACH HOUSE

- Delivered cleaning supplies.
- Pest Control services were completed.
- Completed cleaning of facility after rentals.
- Disassembled panic bar on front door, cleaned and lubed.
- Installed arc flash label on electrical panels.

CITY HALL

- Completed cleaning inspections of facility.
- Completed pest control services.
- Completed recycling services.
- Replaced dirty HVAC filters.
- Tested emergency generator.
- Tested elevator fire operation.
- Replaced bad light ballasts.
- Replaced bad light bulbs.
- Adjusted thermostat settings as needed.
- Delivered janitorial supplies.
- Repaired water valve on holding cell toilet.
- Installed arc flash label on electrical panels.
- Repairs were made to trip hazards on sidewalks.
- Cleaned carpeting stained by leak on heat pump condensation drain.
- Replaced stained ceiling tiles.
- Replaced broken toilet seat.
- Repaired valve on toilet.
- Installed new toilet tissue dispenser in public restroom.
- Installed new HVAC filter holder in lobby.

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- Installed damper on air supply to reduce air blowing on staff.
- Removed coat rack.
- Cleaned and organized mechanical room.
- Removed bikes from storage and put in metal scrap container.

COMMUNITY CENTER

- Completed cleaning inspections of facility.
- Completed pest control services.
- Replaced dirty HVAC filters.
- Replaced bad light bulbs and ballasts.
- Delivered janitorial supplies.
- Installed arc flash label on electrical panels.
- Repairs were made to trip hazards on sidewalks.
- Oven hood was cleaned and inspected by contractor.
- Repaired valve on toilet.

FIRE DEPARTMENT

- Delivered janitorial supplies.
- Installed arc flash label on electrical panels.

HEARST CENTER

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed sidewalk inspections.
- Replaced dirty HVAC filters.
- Replaced bad light bulbs and ballasts.
- Delivered janitorial supplies.
- Installed arc flash label on electrical panels.
- Repairs were made to trip hazards on sidewalks.
- Removed electrical outlet in patio area and installed in ground junction box.
- Repaired drinking fountain.
- Met with lighting specialist to finalize LED lighting upgrades.

LIBRARY

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

- Replaced dirty HVAC filters.
- Delivered janitorial supplies.
- Installed arc flash label on electrical panels.
- Repairs were made to trip hazards on sidewalk.
- Repaired heat pump.
- Repaired exterior door.
- Repaired valve on urinal.
- Repaired door closer.

MUNICIPAL OPERATIONS AND PROGRAMS

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Tested emergency generator.
- Replaced dirty HVAC filters.
- Reviewed building automation systems to verify proper operation of systems.
- Replaced bad light bulbs.
- Replaced bad light ballasts.
- Delivered janitorial supplies.
- Cleaned restrooms at 1500 Bluff and restocked supplies.
- Installed arc flash label on electrical panels.
- Removed broken outlet on exterior wall of transfer station.

RECREATION CENTER

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Reviewed building automation systems to verify proper operation of systems and schedules. Scheduled setting for holidays.
- Replaced bad light bulbs and ballasts.
- Installed arc flash label on electrical panels.
- Repaired drinking fountain in gym.
- Rewired several light fixtures in exercise room. Removed old emergency batter ballast.
- Completed sidewalk inspections.
- Installed new scent dispenser pump on steam room and adjusted over several days to find proper settings.
- Installed new LED light in steam room.
- Installed speaker in ceiling of multi purpose room and ran wiring back to cabinet for new audio system.

Item G.1.c.

TRAFFIC OPERATIONS

- Assisted with signage repair and locates.
- Assisted with long line stripping.

VISITORS CENTER

- Completed cleaning inspection of facility.
- Completed pest control services.
- Completed recycling services.
- Replaced bad light bulbs.
- Delivered janitorial supplies.
- Installed arc flash label on electrical panels.

**RECREATION DIVISION
Monthly Report
July 2018**

- Falls Aquatic Center
 - 28,286 patrons attended open Rec Swim for the month
 - Attendance is directly related to the weather so with the weather service reporting this July as one of the cooler and wetter Julys we have had in recent year's attendance was lower than what we would have hoped.
 - Staff performed 43 assists where patrons need help to get to the side of the pool
 - We have sold 1,367 swim passes this summer
 - 15 in-service training session were conducted during the month for pool staff
 - The annual Blast, 4 day swim meet, was held July 12 thru 15 with 540 swimmers participating and 1500 parents, coaches and family members watching. With the lap pool closed for the meet, we still had over 2,900 open swimmers enjoy the other two pools over the 4 days.
 - The end of the summer is within sight and the Falls will be closing for the summer on August 22nd with Doggy Dip on the 23rd. School starts on the 23rd for Cedar Falls public schools, with colleges starting on August 20 we do not have the staff to remain open longer.
- Ball crew has been very busy keeping the fields in playing condition for programs and for area teams.
- Adult Softball teams have enjoyed a great summer with only a few interruptions due to weather.
- Beach House and park shelter rental continue to be very popular.
- The three summer camp locations continue to be well received and offer different themes for each week with at least one field trip to a number of different venues around the area along with trips to the Falls twice a week.
- Summer programs either have ended or will be ending the first week of August with only a few issues.
- Rec Center
 - Fitness class have gone well with no issues with over 2,500 patron participating
 - Chris Schoentag is hiring some new staff to replace those who are leaving for a variety of reason.
- Staff has been busy working on the programs and services to be offered during the school year and will soon have them up on the web page for the public to see.
- Consignment ticket sales for places like Lost Island, Blank Park Zoo, and Six Flags Great America has kept staff busy selling 253 tickets for over \$6,098.50.

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



Bruce Verink
Recreation Division Manager

Item G.1.c.

Recreation and Community Center Usage For July 2018

Members using the Facility	7,868	Cardio Cycling	406
Non-Members using the Facility	397	Pickleball	6
Child Care	135	Massages	55
Aerobics	1,175	Racquetball/Wallyball Hrs	27
Circuit Weight Training	80	Meetings/Tours/Rentals	850
Exercise Trial	45	Birthday Parties	20
Personal Training	273	Before and after Care	624
Yoga	765	Tot Lot	180
Zumba	102	Steam Room	365
Rock On!	68		
		TOTAL	13,411

Recreation and Community Center Revenues

Resident Memberships Sold		Punch Cards	
12 th Grade & Under	2	12 th Grade & Under	2
Adult	32	Adult	4
Senior Citizen	13	Senior Citizen	2
Family Pass	24	Child Care	3
Corporate Family	0	Racquetball	0
Corporate Individual	1	Towel	3
4-Month	1		
Towel Usage	355		
Credit Card Usage	\$39,887.41	Leisure Link Registration	\$12,071.40

Daily Fees

Admission	\$2,332.00	Racquetball	\$6.00
Child Care	\$52.50	Exercise Tryout	\$225.00
Towels	\$26.50	Amusement Park Ticket Sales	\$6,098.50

Swimming Pool Passes (Summer)

Family	1,077	Youth & Senior	100
Adult	180	Lap Swim	13
Child Care Provider	97		

Fitness Passes

4 Month	7	1 Month	9
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Youth Programs

Tot/Play Lot	180	Before & After Care	624
Camp CF-CH	646	Track	273
Camp CF-Hansen	873	Tennis	1,560
Camp CF-Peet	670	Softball	
Baseball		Kindergarten & 1 st Grade	231
4-5 Yr. Olds	209	2 nd & 3 rd	115
Kindergarten	238	4 th - 6 th	120
1 st & 2 nd	190	Pool Parties	609
3 rd & 4 th	135	Swim Club	3,817
		Swim Meet	4,298
		In-services	283

Learn to Swim

Indoor	2,318
Outdoor	2,375

Adult Programs

Softball Leagues	2,856	Stretching Aqua Trim	95
Pickleball	6	Water Walking	905

Recreational & Lap Swim

Outdoor	28,286
Indoor	1,090

Rentals

Pool Parties	6	Shelters	64
Beach House	9	Gateway Celebration Shelter	12
Ball Fields	20	Recreation Center	5
Ball Fields-Scheduled Usage	6		

CEDAR FALLS RECREATION DIVISION
July 2018

YOUTH SPORTS

TOT/PLAY LOT WEEKLY	6 WEEK	
July 9-12	5	7
July 16-19	9	7
July 23-26	10	7
TOTAL	24	21
TOTAL TOT LOT	45	

CAMP CEDAR FALLS - Peet

July 2-6	4 plus 28 signed up for all summer	
July 9-13	4 plus 28 signed up for all summer	
July 16-20	4 plus 28 signed up for all summer	
July 23-27	4 plus 28 signed up for all summer	
July 30-Aug 3	3 plus 28 signed up for all summer	
TOTAL	19	140
TOTAL CAMP CEDAR FALLS PEET	159	

CAMP CEDAR FALLS - Hansen

July 2-6	6 plus 33 signed up for all summer	
July 9-13	7 plus 33 signed up for all summer	
July 16-20	7 plus 33 signed up for all summer	
July 23-27	6 plus 33 signed up for all summer	
July 30-Aug 3	8 plus 33 signed up for all summer	
TOTAL	34	165
TOTAL CAMP CEDAR FALLS HANSEN	199	

CAMP CEDAR FALLS - Cedar Heights

July 2-6	6 plus 25 signed up for all summer	
July 9-13	5 plus 25 signed up for all summer	
July 16-20	5 plus 25 signed up for all summer	
July 23-27	7 plus 25 signed up for all summer	
July 30-Aug 3	6 plus 25 signed up for all summer	
TOTAL	29	125
TOTAL CAMP CEDAR FALLS CH	154	

TOTAL CAMP CEDAR FALLS

512

BEFORE & AFTER CARE

July 2-6	8 plus 23 signed up for all summer	
July 9-13	6 plus 23 signed up for all summer	
July 16-20	6 plus 23 signed up for all summer	
July 23-27	6 plus 23 signed up for all summer	
July 30-Aug 3	6 plus 23 signed up for all summer	
TOTAL	32	115
TOTAL BEFORE & AFTER CARE	147	

T-BALL

5 Yr. Old Co-Ed 9:00 am	29
Kgn. & 1st Grade Girls 10:00 am	33
TOTAL	62

TOTAL YOUTH SPORTS & ACTIVITIES

766

Item G.1.c.

YOUTH SWIM PROGRAM

SESSION III - July 12-July 25

Falls Aquatic Center

Group 1 9:10-9:40 am	5
Group 1 10:30-10:55 am	9
Group 2 8:35-9:05 am	11
Group 2 9:55-10:25 am	11
Group 3 8:35 -9:20 am	12
Group 3 9:25-10:10 am	12
Group 3 10:15-11:00 am	11
Group 4 8:35-9:20 am	12
Group 4 9:35-10:20 am	9
Group 4 10:15-11:00 am	24
Group 5 8:35-9:20 am	15
Group 5 9:25-10:10 am	12
Group 5 10:15-11:00 am	13
Group 6 9:25-10:10 am	12
Group 6 10:15-11:00 am	12
Group 8 9:25-10:10 am	10
Group 9 10:15-11:00 am	4
Beginning Diving 9:25-10:10 am	2
Beginning Diving 10:15-11:00 am	4
Intermediate Diving 8:35-9:20 am	2
Adapted Aquatics 8:35-9:20 am	2
Older Beginners 8:35-9:20 am	5
TOTAL	209

Holmes Pool

Group 1 4:20-4:50 pm	8
Group 1 5:30-6:00 pm	8
Group 2 4:55-5:25 pm	7
Group 2 6:05-6:35 pm	8
Group 3 8:45-9:30 am	7
Group 3 9:35-10:20 am	4
Group 3 10:25-11:20 am	7
Group 3 11:25-12:10 am	6
Group 4 8:45-9:30 am	6
Group 4 9:35-10:20 am	9
Group 4 11:25-12:10 am	12
Group 4 4:40-5:25 pm	12
Group 5 9:35-10:20 am	6
Group 5 11:25-12:10 am	8
Group 5 4:40-5:25 pm	8
Group 5 5:30-6:15 pm	9
Group 6 8:45-9:30 am	3
Group 6 10:35-11:20 am	5
Group 6 5:30-6:15 pm	10
Group 7 10:35-11:20 am	9
Group 7 4:40-5:25 pm	12
Group 8 5:30-6:15 pm	6
TOTAL	162

TOTAL YOUTH SWIM-SESSION III 371

ADULT SWIM PROGRAM

Stretching Aqua Trim

Session III

M-F 8:35-9:20 AM July 7-July 26	13
TOTAL ADULT SWIM	13

ADULT EXERCISE

Circuit Weight Training

TTh 4:30 pm	12
TOTAL CIRCUIT WEIGHT TRAINING	12

Cardio Cycling

MWF 8:00 am	6
TOTAL CARDIO CYCLING	6

ROCK ON

MWF 5:15 am	10
TOTAL BODY PUMP	10

TOTAL ADULT EXERCISE 41

CEDAR FALLS TOURISM & VISITORS BUREAU
Monthly Report
July 2018

**Projects:**

- Helped plan and host the third annual Cedar Valley Pedal Fest. Heat was excessive during the event and we still had attendance of 332.
- Working with Future Ready Cedar Valley to assist with workforce development efforts
- Continue to work with Arts Midwest and the Iowa Arts Council to participate in ArtsLab training opportunity
- Continue to work the Cedar Valley Arts Initiative group. We are planning a summit on September 13, 2018.
- Working with Waterloo Convention and Visitors Bureau to improve our on-line calendar of events and to rework our Cedar Valley Attractions map.
- Worked with Angie Lindley to update Cedar Falls trails map.
- Serving on planning committee to host Cedar Valley Gran Fondo and Fondo Fest on August 18, 2018
- Visitors and Tourism board plans to work with UNI's Institute for Decision Making to hold a strategic planning session to prepare for new opportunities and challenges.
- Met with Audrey Dodd to discuss changes at the Black Hawk Hotel and how we can work together.
- Met with staff to fine tune efforts and prepare for strategic planning session.
- Met with Carrie Eilderts, new executive director for the Cedar Falls Historical Society
- Hosted travel writer Stacy Brooks, with Tangle Up in Food to write about Cedar Falls restaurants and trails
- Met with Sandy Thomas to discuss promotional efforts in preparation for new Cedar Falls Conference Center
- Met with Kirsten Jegsen to discuss additional co-ops and promotional efforts
- Attended public input meeting for Water Trails Master Plan

Highlights from Becky Wagner:

- Provided volunteers for hospitality tent at Iowa State Trap Shoot
- Produced and sent a quarterly newsletter to 50 Envoy volunteers
- Arranged itineraries for two motor coach groups in December
- Finalized arrangements for a motor coach group coming in August
- Scheduled volunteers to staff the visitor center on weekends
- Processed bills

Highlights from Linda Maughan:

- Coordinated a Facebook giveaway for a set of Irish Fest tickets
- Wrote newsletter/blog articles about create{her}CF, Gran Fondo Cedar Valley, Pedal Fest, Movies Under the Moon
- Researched options for photo organization
- Monitored and created posts for Facebook, Twitter, Instagram, Pinterest and Google+ for the Visitor Bureau
- Updated web pages
- Continued to add to and manage our photo library

Highlights from Deb Lewis:

- Gathered attendance figures for events and attractions
- Assisted 7 individuals with facility rental information and booking
- Tabulated statistics for monthly report
- Managed trails promotion through social media and websites

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Highlights from Vicki Bailey:

- Researched and published Hospitality Highlights x5
- Managed the on-line calendar of events
- Posted event information to our electronic digital message board

Meetings/Events:

- Hearst Center staff x2
- MOP staff x2
- Community Main Street board
- Sturgis Falls Celebration board
- Cedar Valley Sports Commission board
- Marketing committee
- Ambassador Call for Quality Inn & Suites
- Iowa DOT Tourist Oriented Signage committee
- Waterloo Convention and Visitors Bureau board
- TVB staff x1
- Cedar Basin Music Festival board
- Open house for Leverage Printing
- Art & Culture board
- Ambassadors social

Other events we assisted with:

- Riverview Gospel Sing
- Black Hawk Area Swim Team Summer Sizzler
- ACCEL Triathlon
- Cedar Valley Chamber Music Festival
- Iowa Shrine Bowl
- Cedar Falls Bible Conference

Respectfully Submitted,



Kim Manning, Visitors, Tourism and Cultural Programs Manager

Monthly Activity Report for Cedar Falls Tourism & Visitors Division

July 2018 thru June 2019	July	August	September	October	November	December	January	February	March	April	May	June	Totals
INCOMING CONTACT BY													
VC Walk-In (Door Counter) FY19	964												964
VC Walk-In (Door Counter) FY18	1,411	1,535	1,088	988	766	928	606	425	953	1,066	2,609	1,982	13,976
Email/Website	58												58
US Mail	0												0
Phone	31												31
HOW HEARD ABOUT US - If offered													
Friends / Family	0												0
Other (eg. Postcard mailing, ads, web/FBook)	0												0
Signage	0												0
Advertising	0												0
Trade / Consumer Show	4												4
SERVICES PROVIDED													
Attended a Meeting/Rental	62												62
Bureau Business	229												229
Group Tour Info	1												1
Hotel/Restaurant	2												2
Relocation	1												1
School Project	0												0
Special Event	0												0
Trail User	100												100
UNI	0												0
VC Amenities including Restroom	655												655
ADVERTISING LEADS													
Iowa Travel Guide /Website	572												572
EITA Travel Guide	1												1
AAA Living	4												4
Midwest Living (Best of the Midwest)	117												117
Iowa Tour Guide (group leads)	4												4
BROCHURE DISTRIBUTION													
Total Visitor Guide Distribution	1,364												1,364
VG Mailed Out (Individual)	27												27
VG Bulk Distribution (Local)	312												312
VG Bulk Distribution (Non-Local)	240												240
Relocation	30												30
Welcome Bags	57												57
Total Trail Guide Requests	321												321
WEBSITE TRAFFIC													
Users FY19	9,469												9,469
Users FY18	10,074	7,809	6,880	8,907	5,646	7,026	5,409	5,227	8,715	7,926	8,289	11,339	93,247
Sessions FY19	11,660												11,660
Sessions FY18	12,633	9,604	8,410	10,684	6,837	8,573	6,430	6,189	10,504	9,362	10,182	14,116	113,324
Pages with Top Views	Upcoming Events	Upcoming Events	Upcoming Events	Upcoming Events	Upcoming Events	Upcoming Events	Upcoming Events	Upcoming Events	Upcoming Events	Upcoming Events	Upcoming Events	Upcoming Events	Upcoming Events
Top Traffic Source	Google	Google	Google	Google	Google	Google	Google	Google	Google	Google	Google	Google	Google
Top Referral Site	m.Facebook.com	m.Facebook.com	m.Facebook.com	m.Facebook.com	m.Facebook.com	m.Facebook.com	m.Facebook.com	m.Facebook.com	m.Facebook.com	m.Facebook.com	m.Facebook.com	m.Facebook.com	m.Facebook.com
SUBSCRIPTIONS													
Travel News (consumer newsletter)	390												390
What's News Blog	148												148
Hospitality Highlights (partner newsletter)	543												543
SOCIAL MEDIA FOLLOWERS													
Facebook (Likes)	8,577												8,577
Instagram	1,000												1,000
Twitter	3,657												3,657
Pinterest	504												504
Google+	27												27
VOLUNTEER INVOLVEMENT													
Board / Committee Hours	129												129
Student / Intern Hours	152												152
Envoy Hours - Visitor Center	98												98
Envoy Hours - Special Event/Rapp Station	29												29

CEDAR FALLS
CULTURAL PROGRAMS
Monthly Report | July 2018



PUBLIC EVENTS/PROGRAMS @ The Hearst

- July 1 Pedal to the Metal public art bike ride and live music on the patio
- July 3 Photo Club meeting
- July 12 Michael Broshar exhibition opening reception
- July 12 Party on the Patio featuring live music, donated food and drink
- July 17 Red Herring theatre performed Sagittarius Ponderosa
- July 26 Party on the Patio
- July 27 Movies Under the Moon staff coverage

HIGHLIGHTS from Heather Skeens, Cultural Programs Supervisor:

- Worked with Youth Art Team to write and submit grant for CAFÉ collaboration
- Continued to meet with sub-committee for organization of Cedar Valley Arts Summit
- Attended and presented at monthly meeting of the Public Art Committee and monthly Art and Culture Board meeting
- Worked with Senior Services Coordinator to approve bills, dailies, timesheets, etc.
- Led weekly staff meetings.
- Attended Pedal Fest Public Art Ride
- Worked with city designer on bio-cell signage for donor event in September
- Completed annual report for Community Leadership Partners grant via Iowa Arts Council
- Worked with curator on 21 Etchings exhibition, worked with programs coordinator on programs in conjunction with 21 Etchings
- Planned collaborative event with Alex Dooley (UNI) and ART CAN HELP on September
- Sent email invite to UNI, Wartburg, and Hawkeye instructors re: fall schedule
- Finalized Hearst Sculpture Garden public art procedures
- Completed ArtsLab strategy roadmap with Kim Manning
- Worked with Services Coordinator to draft and send over 250 membership letters
- Wrote press release for 21 Etching and Poems
- Talked with potential donor and scheduled visit to MN for review of works with curator
- Continued to work on gathering individuals for Building Visioning Committee
- Met with Ruth Suckow Memorial Assoc. president regarding 2020 project/funding
- Worked with Public Art Committee on Bill Close project proposal follow-ups
- Participated in interview with Cedar Falls Cable Channel 15 re: new exhibition
- Met with Public Art Committee sub-committee re: Crews memorial project
- Participated in online ArtsLab workshop (monthly through October)
- Met with marketing assistant to review marketing plan for Hearst Center
- Attended opening reception for Michael Broshar: New Works and Party on the Patio
- Met with Stephen Gaies (UNI) and Emily Drennan re: upcoming exhibition

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- Met with president of Friends of the Hearst board to review corporate sponsorships
- Attended meet and greet event for new Historical Society director
- Met with Roy Behrens (UNI) and Emily Drennan to plan for upcoming exhibition ASSEMBLY: The work of Dazzle Camouflage
- Travelled to Decorah with curator to meet with artist for review of artworks for collection/exhibition
- Began new bi-weekly email for board and committee members, council and directors

HIGHLIGHTS from Lea Stewart, Senior Services Coordinator:

- Processed weekly deposits for the Hearst front desk and Friends group checks
- Handled gift shop transactions and answered customer questions about merchandise
- Daily handled opening and closing procedures
- Answered many questions on the phone and in person about upcoming events
- Greeted visitors and gave directions to other area attractions
- Entered council bills, P-card transactions and payroll
- Processed vendor payments and reimbursement requests
- Generated invoices and processed payments for North Star and school tours
- Generated reports from AS-400 for staff members as requested
- Recorded Friends donations and membership dues in Past Perfect
- Updated the past year comparison report of Friends Memberships
- Met with Diane Meggers about Friends treasury needs
- Updated the financial report for the Public Art Committee meeting
- Completed program registrations in person and over the phone for summer classes.
- Mail merged and printed letters for lapsed Friends Memberships
- Made weekly reports on the status of membership and class enrollment
- Entered rental contracts & took payments for them in MaxGalaxy
- Printed labels, sorted and prepared forms for three different marketing postcards
- Continued to curate specific mailing lists for marketing opportunities
- Ordered office supplies for staff
- Created, set up and began to use a new filing system for securing deposit paperwork, donation, membership and sponsorship information.
- Compiled a list of qualified past students and mailed out Anime Workshop postcards
- Checked in/out campers and adult students, gathered and provided participation forms
- Pulled all upcoming mailing lists, estimated bulk mail postage and made a request for funds from Friends Treasurer
- Updated multiple calendars to reflect the proper dates of receptions and rentals
- Canceled, refunded, and transferred camp registrations for numerous customers
- Provided materials lists for an upcoming workshop and uploaded this list to be provided with online registration as well.

HIGHLIGHTS from Emily Drennan, Curator & Registrar

- Develop layout for works in the exhibition "Michael Broshar: Recent Works."
- Paint the Dresser-Robinson Gallery and install 16 watercolor paintings and labels.
- Work with the marketing assistant and graphic designer to develop signage and materials for publicity.
- Attend combined public reception for the artist and "Party on the Patio" at the Hearst.
- De-install "Ukiyo-e to Shin Hanga" exhibition, prepare works for transport, patch/paint the walls.
- Meet with Dr. Stephen Gaies and staff to continue plans for upcoming events related to October exhibition partnership with UNI Center for Holocaust and Genocide Studies.
- Meet with Professor Roy Behrens and staff to continue plans for upcoming exhibition and related events in October.
- Install works from Syracuse University Art Collection, "21 Etchings and Poems" in the Dahl-Thomas Gallery, develop and install signage/translations, and curate a small grouping of permanent collection sculpture to be installed within the collection of works on paper.
- Submit content related to collections and exhibitions for fall publications.
- Work with the Cultural Programs Supervisor to dream big on upcoming major projects.
- Coordinate content and scheduling for Collections Committee of the CFACB.
- Work with artists to plan for upcoming exhibitions.
- Work with staff to edit fall schedule of exhibitions and events.
- Visit the home and studio of Iowa artist and collector with the Cultural Programs Supervisor to discuss exhibitions and collections.

HIGHLIGHTS from Sheri Huber-Otting, Programs Coordinator

- July 1 we hosted a bike ride for Pedal Fest with snacks, music, etc. here at the Hearst after the ride. There were 19 on the ride and around 27-30 attended the music concert
- We had a wedding rental on July 21. There were 92 that attended.
- July 19 Party on the Patio was cancelled due to the weather
- There was no Friend's Meeting in July.
- July 3 wrote agenda and led the photo club meeting at the Hearst 9 people attended
- July 17 Met with Stephen Gaies about programming in October for an exhibit.
- July 25 Met with NAMTA President about fundraising to repair piano in Mae Latta Hall
- July 31 met with Amy from GBDPAC to discuss collaboration in 2019
- There was 1 rental for a meeting. 10 people attended.
- There was 1 rental for a Baby Shower. 40 people attended.
- Wrote up 2 rental contracts for upcoming events in 2018/19
- I did 2 tours of facility for rentals
- Wrote up 1 professional services contract
- There were 2 rehearsals for the Red Herring Play in Mae Latta
- Sourced 9 volunteers for events in July
- Attended the weekly staff meetings

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- Dropped off the piano bench to be reupholstered
- Helped to clean Mae Latta before events and after.
- Reviewed materials for upcoming events in August and September.
- Worked with SR Services to set up registration for tour of Des Moines Art Center.
- Worked with Marketing to promote
- More planning for August James Hearst Birthday Celebration.
- Received T-shirts for the actors

HIGHLIGHTS from Abby Haigh, Marketing Assistant:

- Prepared Gift Shop vendor dailys.
- Attended Open House for Leverage Digital Imaging on 7/19.
- Took photos/video during Party on the Patio with Amelia and Melina on 7/25.
- Worked with graphic designer on projects: Lian Zhen postcard, Des Moines Art Center Bus Tour poster, Final Thursday Reading Series poster, continued edits on Michael Broshar labels/postcard/vinyl/price list/poster, 21 Etchings labels/postcard/vinyl/poster, Party on the Patio poster, Red Herring Reader's Theatre poster, Fall 2018 brochure and Lian Zhen postcard/poster.
- Exhibitions: sent/picked up postcard for print at Karen's, worked with Signs & Designs for 21 Etchings vinyl, worked on content for 21 Etchings labels/postcard/vinyl/poster and coordinated press materials with Emily Dittman from Syracuse University.
- Coordinated upcoming billboards for 21 Etchings and Education PSA with Kimberly Williams from Lamar Advertising.
- Ordered Happy Birthday James Hearst t-shirts from Custom Ink.
- Continued to add summer brochure events/education/exhibitions to V&T web calendar.
- Mail Chimp: created content/graphics/sent/added email subscriptions for August E-News, Des Moines Art Center Bus Tour and Special Events.
- Continued to enter additional POS/Gift Shop into Max Galaxy.
- Continued to fill in at the front desk for lunch breaks, absences, breaks, take mail to city hall and mailings to post office.
- Printing at City Hall: materials for events, exhibitions, publicity, and education.
- Gift Shop: continued researched new vendors (pottery, journals, books, jewelry, youth/adult misc. items).
- Created content/graphics/posts for social media.
- City Website: education updated, exhibits updated, A & C Minutes/Agendas added to Boards & Commissions, General Information, Public Art.
- Friends of the Hearst Website: Index and Press page updated on a weekly basis. Pages updated monthly: events, education, exhibits, and services.

HIGHLIGHTS Angie Hickok, Education Coordinator:

- July 26 Attended the College Hill Farmer's Market, offered free art activities
- July 20- Offered two art activities at BBQloo
- July 21- Offered two art activities at Waterloo Farmer's Market
- Offered two-week long camps, all filled and ran

- Coordinated with the Brass Tap to be a sponsor for Educational Programming
- Attended weekly staff meetings
- Communicated open shifts, and upcoming instructor staff meeting dates/times.
- Scheduled staff to classes, workshops etc.
- Supervised the organization of and supply of materials of classrooms by Ed Assistant
- Coordinated all board packets and minutes for the Art & Culture Board meeting
- Sent June Art & Culture Board meeting minutes to Board
- Supervised and delegated duties to Ed Assistant
- Supervised and delegated duties to Ceramic Lab Tech
- Supervised all camp lessons/activities
- Coordinated 2 birthdays
- Coordinated with Jorgenson Plaza- Paint a long and Grant Wood presentation
- Developed a postcard for an upcoming watercolor workshop with Marketing
- Coordinated with Cedar Falls Historical Society to partner with their camps
- Partnered with UNI Botanical Center, to attend a summer camp- field trip
- Filled out appropriate injury and disciplinary reports
- Edited education portion of Fall 2018 programs
- Developed new staff performance evaluations
- Finished the Ed Annual Plan- Ed committee meeting planned for Aug 8
- Ordered "I got Messy at the Hearst" for marketing of camps
- Gave input on Ed Assistant's 3 month evaluation to supervisor
- Coordinated with "Together We Play" to offer inclusive training to instructors and staff
- Met with Cedar Falls Art & Culture Board
- Attended planning meeting for ARTaplaozoa
- Attended LitCon planning meeting at CFPL

Respectfully submitted,



Heather Skeens, Cultural Programs Supervisor
Hearst Center for the Arts

Item G.1.c.

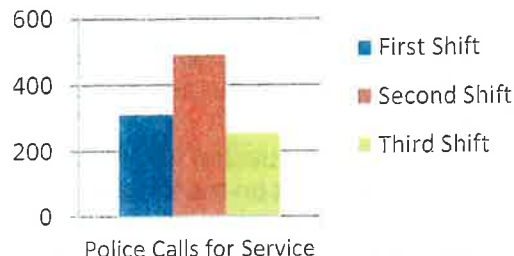
Hearst Center for the Arts Activity Report - Cultural Division

	November	December	January	February	March	April	May	June	July
ATTENDANCE									
# of Days Open to Public	22	24	27	24	26	24	27	29	27
Door Counter	1356	1069	1749	1446	2051	2417	2363	2479	2579
Sculpture Garden (estimated)	200	150	150	150	150	200	250	250	375
Average visits per day	39.91	28.52	37.94	36.38	45.21	58.69	53.02	51.36	61.65
VISIT PURPOSE									
Exhibition (walk-in)	372	102	133	224	272	251	319	378	313
Exhibition Receptions	0	53	104	40	0	553	78	37	141
Meetings	73	18	52	42	35	49	96	82	40
Youth Classes	15	0	642	362	69	323	214	0	64
Adult Classes	92	0	134	46	52	127	72	46	59
Messy Mornings	22	12	42	30	32	36	24	0	0
Camps	0	0	0	50	236	0	0	664	918
Birthday Parties	0	43	64	45	91	55	23	75	65
Workshops	41	45	73	15	12	10	26	0	17
Tours	0	0	0	30	43	0	99	0	89
Rentals	25	84	37	39	27	292	608	205	134
Ceramics Lab	16	9	27	30	17	21	19	10	18
Public Programs	161	64	149	170	636	395	198	157	151
Thursday Painters	67	89	92	87	114	93	118	96	99
Volunteers / # of hours	n/a	7 / 17	2 / 6.5	3 / 6.5	29 / 96	7	4 / 10	8 / 4.5	13 / 22.75
Other	672	700	200	236	415	212	469	729	577
SERVICES OFFERED									
Youth Classes	4	0	16	8	3	18	11	0	3
Adult Classes	7	0	20	4	5	12	4	16	13
Rentals (inc. recitals, etc.)	2	2	2	2	2	7	13	5	3
Community Group Mtgs	4	2	3	6	8	9	12	3	11
Messy Mornings	4	3	4	4	3	4	2	0	0
Camps	0	1	0	1	5	0	0	3	10
Birthday Parties	0	1	2	2	3	2	1	4	2
Workshops	3	6	4	1	4	2	2	0	1
Tours	0	0	0	1	2	0	4	0	3
Public Programs	4	8	7	6	9	8	9	6	6
Thursday Painters	4	4	4	4	5	4	5	4	4
Exhibition Receptions	0	1	1	1	0	1	1	1	1
DIGITAL TRAFFIC									
E-News Subscriptions	1140	1153	1419	1412	1412	1412	1412	1412	1305
Facebook Views	10421	9210	8270	8110	8021	7815	8021	15147	23142
Facebook Followers	1459	1469	1476	1498	1523	1558	1592	1630	1643
Facebook Event Listings	8	11	8	8	13	9	5	7	6
OFFSITE SERVICES									
Offsite Education Encounters	30	377	0	0	320	349	0	759	152
Offsite Education Programs	1	3	0	0	5	3	0	5	4
Community Committee Mtgs	2	1	4	7	5	5	5	2	2
MEMBERSHIPS									
Total Friends Memberships	166	169	174	171	170	183	177	181	182
New/Renewed this month	48	33	25	34	11	12	3	5	0
PRESS									
Newspaper	2	2	2	5	2	2	2	1	1
Radio Interviews, ads	41	2	0	0	0	1	1	1	1
Press Releases	2	2	1	4	1	2	3	1	1
Ads, other (Facebook ads, etc.)	2	1	1	3	2	1	6	4	2

**DEPARTMENT OF PUBLIC SAFETY
MONTHLY REPORT
JULY 2018**

CEDAR FALLS POLICE

<u>Police Statistics</u>	First Shift	Second Shift	Third Shift
Calls for Service	311	489	254
Traffic Stops	118	57	100
Arrests	12	19	24



FIRST SHIFT – Captain Jeff Sitzmann

- First Shift Officers dealt with some fireworks complaints. The largest number of complaints occurred during Second and Third Shift hours.
- Officers investigated the report of a Stolen Vehicle in southern Cedar Falls. This vehicle was located at Southdale Elementary the following day with damage to the ignition. The vehicle was returned to the owner and the investigation is on-going.
- Officers investigated the Theft of a package from a residence which had been delivered by UPS earlier in the day.
- Officers spent time monitoring areas around town for Speeding Violations. Multiple requests for extra attention have come in due to changes in traffic flow with construction projects.
- The bike portion of the Accel Group Triathlon came through northern Cedar Falls. Reserve Officers assisted with this event, as well as Black Hawk County Deputies, Janesville Police and the Iowa State Patrol.
- Officers assisted in moving the temporary class room from Southdale Elementary to Cedar Falls High School.
- Officers took an initial report of employee Theft involving an area law firm. An employee had been writing out cashier's checks to herself which were supposed to be going to clients. A lot of these checks were from the Department of Homeland Security. The suspect was also sending bogus e-mails to clients indicating they were from Homeland Security. The employee was arrested two days later and charged with Forgery and 2nd Degree Theft.
- Officers were dispatched to Wal-Mart with the report of Harassment. The boyfriend of an employee had confronted the store manager. He was also wearing a small knife on his side. He left the store, but was later located and arrested for Driving While Barred. The Harassment is still under investigation.
- Officers investigated a Stabbing that occurred earlier in the morning.
- Officers assisted with set-up, Traffic Control and tear down for the Iowa Shrine Bowl Parade that took place on the Parkade.
- A citizen reported their bicycle valued at over \$3000 was stolen. An Officer located the Stolen bike while checking the area and the person riding the bike was arrested for Possession of Stolen Property after investigating further.
- Officer Velasco started Field Training on First Shift with Officer Carman. Officer Velasco also came in to help interpret during the Stabbing investigation.
- Officers handled a Missing Person report from Dunkerton. There has been a Press Release on this case. Since the time of this report, Officers have done a Field Search with Grundy and Butler County Deputies, an airplane was used and Drones. We have received several reports of sightings, but nothing confirmed. The family believes he is alive and just wandering around in areas near the river. The individual was found many days later and was voluntarily missing.
- Officers handled a separate Missing Person incident in which an elderly male with Dementia walked away from the Western Home. The area was broken down in grids and numerous Officers assisted. The man was located several hours later at an area business. The Gator and the City Drone were used.
- Officers responded to Big Woods Lake where a subject partially drove her vehicle in and out of the lake. Upon arrival, the car was near the lake with a female in the driver's seat. This was determined to be a psychiatric problem and she was taken to the Hospital by Ambulance.

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- Officers responded to an apparent Suicide of a 24-year old male. It was determined that the subject shot himself sometime during the night while his family was sleeping. Officers made contact with friends who had last communicated with the subject and it appears as though he was upset about a relationship. Electronic items, guns, Marijuana, and Drug Paraphernalia were seized. The Medical Examiner released the body to the funeral home. Further follow-up with the electronic devices will be completed.
- Wal-Mart reported a Larceny where two subjects with a baby were under ringing items in the self-check-out. The male half of the pair took responsibility for it, but said it was an accident. He was arrested for Theft.
- Bremer County requested that we check an address for a Wanted Person. The person was located and placed under arrest on the Warrant.

SECOND SHIFT – Captain Jeff Harrenstein

- Officers responded to a Medical unknown call behind Toad's Bar and Grill. An adult female was found in the alleyway bleeding from her face and slow speech. She appeared to be very intoxicated, but stated she thought she was Assaulted by an unknown person. She was transported to the Hospital for treatment, but refused to provide information. A report was initiated to capture evidence and information and for investigation if victim decides to cooperate.
- Officers responded to the report of a fireworks complaint at the Gas Light Trailer Court. Officers responding to the call located a wanted subject while in the area. A female was arrested on a Warrant for Criminal Mischief and Disorderly Conduct.
- Officers responded to a Missing 8-year old female. After searching the area for about a half hour she was located and returned. A case was made due to lack of supervision by her aunt.
- Officers were dispatched to Hy-Vee in reference to a female stealing alcohol. The woman took very expensive bottles of alcohol and wine. She was charged with Theft 3rd Degree.
- Officers responded to a Shoplifter at Kohl's. An adult male was arrested and charged with Theft 5th.
- Officers were sent to Wal-Mart for a shoplifter in custody. A juvenile male was charged with Theft 5th.
- Officers responded to a Motor Vehicle Accident at Cedar Heights and University. Two subjects were transported to Allen Hospital with injuries.
- Officers were dispatched to the Cedar Falls Public Library for a Disorderly Conduct report. As a result, one female subject was arrested.
- Officers were called to a residence on West 3rd Street on the report of two subjects arguing. Officers stopped one of the subjects after he drove from the area. The subject was observed to be intoxicated and was arrested for Operating While Intoxicated.
- Officers were called to Wal-Mart on the report of a Shoplifter. As a result, one adult female was arrested for Theft 5th.
- Officers responded to a car / deer accident at Highway 218 and Highway 57. One passenger in the vehicle was injured as a result of the deer going through the windshield.
- Officers were called to Blaine's Farm and Fleet for a Shoplifter. As a result, one adult female was charged with Theft 5th.
- Officers responded to Scheels on the report of three Shoplifters. Two males and one female juvenile were taken into custody for Shoplifting various items from the business. One additional subject was arrested on this date for a Parole Violation Warrant.
- Officers responded to a residence on Catherine Street for a Suicidal subject. Two children at the residence reported that their father was trying to kill himself and that they had gotten out of the house and ran from the area. The Suicidal subject was located and voluntarily committed himself.
- Public safety employees responded to a Residential Fire at a residence on Nordic Ridge. All assisted with a significant house fire.
- Officers responded to Blaine's on the report of several Shoplifters. Store employees recovered the item, but the suspects fled the area on foot.
- Officers completed follow-up on a Vehicle Burglary report and charged one subject with Burglary to a Motor Vehicle and Credit Card Fraud.
- Officers responded to Walgreens on the report of an Assault in progress. Officers determined that a special needs client had assaulted one of his staff members. When Officers were on scene, the subject attempted to also Assault an Officer and was detained and taken to the Police Department where he was released to his parents. An Incident Report was prepared for the County Attorney's Office to review.

- Officers conducted follow-up investigation on a Crime Stoppers tip. As a result, one subject was charged with Theft 3rd Degree stemming from an incident at Scheels.
- Officers responded to a residence on West 18th Street on the report of an Animal (dog) Attack. It was determined that the Reporting Party's dog got loose and bit his girlfriend. The victim refused treatment and Officers were assisted by Animal Control.
- Officers responded to Tourist Park on the report of a bike that was just stolen. Officers located the suspect; however he returned the bike to the victim. The suspect was determined to be wanted for a Parole Violation and was arrested and transported to the County Jail.
- Officers responded to the report of a juvenile male reaching into a citizen's truck. The male was on a bike, wearing a backpack and didn't get anything from the truck. Officers located the male and he was transported to Bremwood, in Waverly.
- Officers responded to Scheels for the report of a Shoplifter. The male was charged with Theft 5th for taking football gloves.
- Officers were called to the report of a male with a knife in the area of 14th Street / State Street. It was also reported that the male was chasing the Reporting Party with a knife and threatening to kill people. When Officers arrived they learned the male had a syringe, not a knife. The male was charged with Interference, Public Intoxication and Attempted Burglary to a Vehicle.
- Officers arrested a male subject for Criminal Mischief 5th Degree. The male juvenile drove through someone's yard. This male was also called in by another citizen for throwing bottles out of the car.
- Officers were dispatched to the report of a Theft from Wal-Mart. Two females were arrested for Theft 5th and for Providing False Identification.
- Officers arrested a male subject for Public Intoxication, at the trailer park on West Ridgeway Avenue. It was reported that he had assaulted a friend at one of the trailers.
- Officers were dispatched to Wal-Mart for a Trespassing. Upon arrival, Officers learned the female had also taken some make-up. She was charged with Trespassing and Theft 5th.
- Officers noticed a suspicious subject at Bani's. After making contact, they learned that the male was extremely intoxicated. He was arrested for Public Intoxication 2nd Offense.
- Officers responded to the report of Car / Motorcycle Accident. Two males were riding on the motorcycle westbound on 1st Street. The driver of an SUV made a left hand turn onto Franklin Street and hit the bike. One of the males was transported to the Hospital for minor injuries. The driver of the SUV was cited.

THIRD SHIFT – Captain Mark Howard

- Officers conducted several interviews and continued investigation in regards to the Assaults that occurred the night before at Derringer's and McDonald's. Officers are in the process of completing Arrest Warrants and Arrest Complaints to be served.
- Officers responded to numerous fireworks complaints throughout the City.
- Officers responded to a report of a male who had fallen in the roadway. Officers located the male who was intoxicated, and arrested for Public Intoxication.
- Officers responded to a report of a Prowler due to suspicious sounds outside the residence. Officers checked the property and surrounding area. Nothing was found.
- Officers arrested a male for Operating While Intoxicated 1st Offense pursuant to a Traffic Stop.
- Officers responded to a Suicidal female in the 2000 block of Olive Street. She voluntarily went to the Hospital for an evaluation.
- Officers responded to a Prowler trying to get into a residence in the 2400 block of Franklin Street. The "Prowler" was actually a lost intoxicated male. He was arrested for Public Intoxication.
- Officers responded to a fight at McDonalds on Main Street. The two parties were actually juvenile friends who got into a heated argument before a Good Samaritan separated the two. There was no damage or injuries, and the "fight" was actually verbal. McDonald's just wanted the males to leave, which they did without incident.
- Officers responded to a Hit-and-Run Accident in the 2400 block of Iowa Street. A suspect vehicle struck two parked vehicles before fleeing the scene. Officers located the suspect vehicle, which was unoccupied. Drug paraphernalia, alcohol, and a rifle were found in the vehicle. The vehicle was impounded, but the driver has not been located yet. The incident is still being investigated.
- Officers responded to a Suicidal female at the Quarters. When Officers arrived, the female's mother and father were with her. They were going to monitor her, and assist with getting her counselling.

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- Officers continued an investigation from last week, and arrested a male for Disorderly Conduct (Fighting) at Derringer's. A Warrant was issued for another male from the same incident.
- Officers were dispatched to a male / female Domestic Assault at the Amber Terrace. Officers made contact with two juvenile brothers who were arguing. There was no Assault.
- Officers received a report from employees at McDonald's of a drunk driver in the drive-thru lane. The male was located and arrested for Operating While Intoxicated 1st Offense.
- Officers received a report of a male lying on the sidewalk in the 600 block of West 22nd Street who was not breathing. Officers responded, and found the male was breathing and conscious. He was intoxicated, and arrested for Public Intoxication.
- Officer observed a female sleeping on the sidewalk at 22nd Street and College Street. She was arrested for Public Intoxication.
- Officers were called to a Property Damage Accident at 21st Street and Olive Street.
- Officers were called to the 2500 block of Royal Drive for an Assault. The argument was a civil issue over a car. There was no Assault.
- Officers were called to a residence on West 4th Street for a female afraid of her boyfriend. Civil dispute.
- Officers were called to a residence on Shelley Lane for subjects banging on the door. Call was related to the kid that died in Waverly from a fireworks accident. Subjects showed up at that house because 15-year old that lives there made some comments about the subject who died. Homeowner wanted them charged with Trespass, but they left when they were told to so they could not be charged.
- Officers called to a vehicle on Highway 58 broke down. Officers helped change a tire.
- Officers called to two subjects passed out in alley behind Black Hawk Hotel. Both subjects were arrested for Public Intoxication.
- Officers took a report of a Runaway 16-year old male from the Country Terrace Mobile Home Park. Officers checked some areas and residences, but did not locate him. The juveniles were entered into National Crime Information Center as a Runaway.
- Officers responded to two males with guns in the parking lot or building at a residence on Terrace Drive. When Officers arrived, it was determined there was only one male with two guns, who was in fear for his life after being confronted by two other males who believed he was hiding their 16-year old Runaway sister. Officers interviewed all the participants and some witnesses. Both guns were seized. The investigation is on-going, and no charges have been filed at this time.
- Officers took a report of Vandalism to the bathroom at the Kwik Star on Nordic Drive. There are no suspects.
- Officers responded to Wal-Mart for two female Shoplifters. They were arrested for Theft 5th Degree.
- Officers continued follow-up from an Assault investigation from last week. Two males were arrested for Harassment of a Public Official and Intimidation with a Dangerous Weapon.
- Officers responded to a female Shoplifter at Wal-Mart. She was arrested for Theft 5th Degree.
- Officers responded to a male trying to get into an apartment at Gold Falls Villa. The male was actually intoxicated, and thought he was trying to get into his own apartment.
- Officers took a report of a stolen cell phone from Wal-Mart.
- Officers responded to a male having a seizure in the parking lot of Hidden Valley Apartments. When Officers arrived, they discovered the male had been Assaulted and knocked unconscious. The male regained consciousness, but became aggressive towards Paramedics and had to be restrained. The male continued to be aggressive, and Hospital staff requested Police presence due to his behavior. The male declined to provide any information to Law Enforcement and was uncooperative. Friends of the "victim" say he provoked the suspects to Assault him. However, they could not provide details on any of the suspects.
- Officers responded to a Road-Rage incident occurring in the McDonald's drive-thru. One half of the incident left prior to Law Enforcement arrival. The other driver was intoxicated and arrested for Operating While Intoxicated 1st Offense.
- Officers were called to the area of Benton's Sand and Gravel for persons hanging out behind the business. Officers made contact with employees at the business. While there, Officers located what appeared to be fresh tire tracks. An extensive search of the area did not turn-up anyone.
- Officers were called to a Fight in the roadway at Lone Tree and Big Woods Road. The Reporting Party claimed that two vehicles pulled over and the occupants were outside of each vehicle fighting with one

another. When Officers arrived, both vehicles had left the area. A check of the surrounding area did not turn up either vehicle given in the description by the Reporting Party.

- Officers were called for a suspicious male looking in cars by NewAldaya Lifescapes. Officers located the male and made contact. Further investigation found the male to be in Possession of Marijuana and Illegal Prescriptions. He was arrested for the charges.
- Officers were called to an Assault in progress on West 8th Street. It turned out to be an intoxicated Reporting Party that thought she heard a fight at the next door neighbor's apartment. There was no fight.
- Officers were called to Birdsall Drive for a female that was outside of a residence knocking saying that she needed help. The female was intoxicated and was trying to find her sister's house. She was asking for help to find the house. She wasn't in the right part of town for her sister's house, and she was arrested.
- Officers were called to McDonald's for a female that seemed very distraught. It was later learned that the Reporting Party dropped off the unknown female at the McDonald's about ten minutes before reporting the incident. Officers were unable to locate the female.
- Officers were called to the back door of The Hydrant Bar for an unconscious male. The staff went out the back entrance to take out the garbage and they found the unconscious male. Paramedics and Officers made contact. The male checked out OK medically, but he was intoxicated. He was arrested.
- Officers were called to the area of Panther Lounge for a female that was swinging an object at mailboxes while walking down the road. Officers were not able to locate the female, but did find a metal rod that had been thrown in some bushes. There was no reportable damage.
- Officers were called to College Street for an Assault that had just occurred. Officers arrived to learn that a boyfriend had just assaulted his girlfriend and then took off to his parent's in Waterloo. With assistance from the Waterloo Police Department, the male was located and arrested for Assault D/A.
- Officers were called to a Disorderly in the Cherry Hills Addition. There was a verbal argument between an intoxicated wife and her husband. There was no physical assault and the parties were separated for the evening by the husband going to a hotel.
- Officers were called to Washington Street for a male that was having suicidal thoughts. The male felt that the medicine he was taking was not working and that he was having suicidal thoughts. He went with Paramedics voluntarily.
- Officers were called to an Assault in front the Cypress Lounge. A male stated that he was punched in the back of the head by another male. A report was started and witness information was gathered to assist in locating the suspect.
- Officers were called to Balboa Avenue for a Stabbing that had just occurred. When Officers arrived, they found a male with multiple stab wounds to the upper torso. The male was transported to Covenant Medical Center. While still on Balboa Avenue, another male came out of another apartment complex with a stab wound to his chest. Both victims sustained serious injuries, but are expected to recover. Follow up is being conducted by Investigations.
- Officers were called to Texas Roadhouse for a report of a female being Assaulted by her husband. Officers initiated a case, and are continuing an investigation.
- Officers were called to the 300 block of Main Street for a report of a male assaulting a female. There was no Assault, but the male was arrested for Public Intoxication.
- Officers received a report of a Hit-and-Run in the 200 block of Lincoln Street. A car left the roadway and hit a guard post for a fire hydrant. The guard post only received scratches, but the car was totaled. The driver left the scene, and the accident is still under investigation.
- Officers were called to McDonald's on First Street in reference to a purse being stolen. No one saw the purse being stolen. However, McDonald's believes the Theft was caught on video. Further investigation will take place once the video is obtained from McDonald's.
- Officers received a report of two suspicious males at Benton's Concrete. The Reporting Party thought they might be trying to commit Burglaries at the business or in the area. Officers located the males who were not involved in any criminal activity. They were only playing 'Pokémon Go'.
- Officers were called to Five Seasons Trailer Park for a male and female that were fighting. Officers made contact with two subjects that both agreed the argument was verbal only. The pair was warned and advised by Officers.
- Officers were called to the McDonald's on 1st Street in regards to a group of juveniles that claimed they were pepper sprayed by a couple of unknown subjects. Further investigation found two suspects that were recently let go from McDonald's. The case is on-going.

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- Officers were called to the BMX Park for a Suspicious Vehicle. The vehicle was sitting there with no tires and dented up. Officers made contact with the Registered Owner and he was aware of the condition of the vehicle. He is working with the Parks Department on the removal of the vehicle.
- Officers assisted Waterloo Police Department with a Vehicle Pursuit. Waterloo attempted to stop a vehicle and the pursuit continued into Cedar Falls for a time. The run vehicle left the Cedar Falls area and the vehicle was abandoned just inside of Waterloo on Highway 218. Officers from Cedar Falls assisted with setting up a perimeter as Waterloo Police Department searched for the driver.
- Officers called to a residence on Clay Street for a subject knocking on the door and refusing to leave. Subject was not located.
- Officers were called to Texas Roadhouse for a subject who had been assaulted. After meeting with the victim, Officers went to a residence on Washington Street and took a male subject into custody. The male along with his 4-year old daughter were taken to the Police Department. A Search Warrant was applied for and executed on the address. Several drugs and paraphernalia were seized. The male subject was charged with Assault DA, Possession of Marijuana, Possession of Prescription Drugs, Possession of Drug Paraphernalia and Child Endangerment. Department of Human Services was notified.
- Officers noticed a large number of gang members on the Hill in the bars. Officers remained on foot to monitor.
- Officer was called to Franklin Street and 1st Street for a vehicle that was broken down. The driver was arrested for Operating While Intoxicated.
- Officers called to an Accident at Highway 58 and Viking Road.
- Officers were called to a possible Suicidal subject at a residence on Walnut Street. Subject stated he was fine and with his dad.
- Officers called to a residence on Washington Street for a Disorderly subject. When Officers arrived, the subject had already gone to bed.

INVESTIGATIVE UNIT – Captain Michael E. Hayes

- Investigator assisted at the Child Protection Center with the interview of five children who may have been Sexually Assaulted in Cedar Falls.
- Three Investigators / Armors for the Police Department put seven night sights on Patrol rifles. The rifles were also sighted in.
- Investigator talked with Benton County reference a Stolen Vehicle that had been taken from Cedar Falls in June. The vehicle was recovered in a ditch in Benton County and had been set on fire. The information was given to the Second Shift Officer working the case.
- Officer Ladage assisted in Defensive Tactic Training for new Officer and Reserve Officers.
- Captain Hayes attended the College Hill Neighborhood Association meeting.
- Investigator assisted with an interview of a child at the Child Protection Center. The interview was in reference to a possible Assault that occurred between the child and an adult.
- Captain Hayes attended the Sturgis Falls Executive Board meeting.
- Officer Belz conducted four hours of Firearms Training for Officer Velasco and Reserve Officer Lindley.
- Investigator Mercado conducted eight hours of Firearms Training for Officer Velasco and Reserve Officer Lindley.
- Investigator talked with Department of Human Services and a father of a child who had been assaulted. The father was given his options about the boy.
- Investigator began follow-up investigation into a possible Sexual Assault involving a minor. An appointment has been set-up at the Child Protection Center.
- Investigator attended Child Protection Center meeting to review cases.
- Investigator McNamara had Court reference a Child Abuse case that he had worked.
- Captain Hayes conducted OC Training for Officer Velasco and Reserve Officer Lindley.
- Three Investigators / Public Safety Officers were called in to assist with a House Fire at a residence on Nordic Ridge Drive.
- Captain Hayes attended the monthly meeting of the Sexual Assault Response Team.
- Investigator attended the interview of three children at the Child Protection Center reference a possible Sexual Assault involving a child.
- Investigator interviewed a suspect of a Child Abuse incident he is working.

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- Investigator met with County Attorney reference a Child Abuse case that he is working and what further follow-up needs to be completed.
- Two Search Warrants were obtained for two cases Investigators are working.
- The Investigative Unit was called in to assist Third Shift with a multiple stabbing that occurred at a residence on Balboa Avenue.
- Investigator applied for Arrest Warrants for a suspect in an on-going Check Fraud case.
- Three cases were given to the Postal Inspector reference Stolen Mail where Identity Theft may have occurred.
- Two Investigators assisted in the Search for a Missing subject from the Western Home Communities. He was found and returned to his residence.
- Two Investigators attended Drone Training at Black Hawk County Training Center.
- Two Investigators went to Linn County to interview a subject and obtain evidence from him reference a Burglary case. The evidence will be sent to the State Lab for further analyzation.
- Investigator McNamara began attending Firearms Instructor School at Iowa Law Enforcement Academy.
- Investigator obtained new information on a Burglary that occurred in the northern part of Cedar Falls. The new physical evidence will be processed.

Case Information For Month:

- Cases Assigned: 10
- Cases Closed Inactive: 7
- Cases Closed Exceptional: 0
- Cases To County Attorney For Review: 3
- Cases Closed By Arrest / Warrant: 1

Cellebrite Extractions (Investigator McNamara):

- Extracted information from one cell phone for a First Shift Officer reference a Burglary investigation.
- Extracted information from five cell phones for Stabbing investigation.
- Extracted information from two cell phones for a Burglary case that Third Shift Officers are working.
- Total of eight cell phones were examined during the month.

CSI Report:

- During the month of July, Officer Belz continued purging property associated with closed cases from 2013.
- Found property from April through June 2018 was posted on the City website and Police Department Facebook page.
- Forty-two items of found property from 2017 were destroyed.
- Thirteen items of property were released to their owners.
- Two items of physical evidence were processed in the Crime Lab.
- Ten items of Marijuana evidence were processed in the Crime Lab.
- Seventeen firearms from closed cases were transported to the State Crime Lab for destruction.
- Fourteen items of evidence were taken to the State Crime Lab for processing.
- Counterfeit bills from six closed cases in 2018 were sent to the Secret Service for destruction.

Evidence / Property:

- Evidence entered: 84
- CD's entered by Officers: 119
- Found property entered: 22
- Property held for safekeeping: 2
- Attorney requests (not video): 8
- Attorney video copies: 96
- Evidence tested for outside agencies: 11

POLICE RESERVE UNIT – Lieutenant Brooke Heuer

- Reserve Officer Lindley received Training on OC Spray, Building Searches, Felony Stops, CPR, CAF and Water Rescue during the month of July.
- July Training took place on July 10th consisted of Training on 2018 Legislative updates, Tracs citations and accidents.
- The annual 'Accel Triathlon' took place on July 14th. The bike portion of the event traveled in and out of the northern part of Cedar Falls. This required a number of road closures and traffic direction.

Item G.1.c.

Three Reserve Officers assisted with this event as well as Black Hawk County Sheriff's Office and Iowa State Patrol.

- The Iowa Shrine Bowl Parade was July 21st along Main Street. Reserve Officers assisted with Traffic Control, leading the parade, and tear down of the event.
- Reserve Officers assisted with Scene Security and at the Hospital during an incident where two subjects were stabbed on July 21st.
- Several Reserve Officers assisted with the Missing Person Search on July 26th.
- Reserve Officers worked during Second and Third Shifts handling incidents and tasks such as Suspicious Calls, Traffic Hazards, Loud Parties, Checks of commonly Burglarized areas, Prisoner Transports, and Traffic Enforcement.
- In the month of July, the Reserve Unit logged a total of 37 hours of On-Duty time and 155.75 hours of Ride Time and Training Time Off-Duty. The hours for each Reserve Officer of Off-Duty Time are as follows:

NAME	HOURS
Bostwick	5.5
Brown	0
Buck	16.5
Burg	21.5
Clark	21.25
Cross	22.75
Erickson	4
Griffin	27.5
Husidic	6.5
Jaeger	22.25
Lindley	4
Sterrett	FMLA
Wright	4
TOTAL	155.75

POLICE TRAINING EVENTS – Lieutenant Tim Smith

- NCIC Recertification exams.
- Documents have been submitted for future Training.
- Officers Babic, Hancock, Young, Danilson, and Reimers are at the Iowa Law Enforcement Academy.
- Captain Howard started his Police and Command Class online through Northwestern University.
- Officers McNamara and Schwan are attending Firearms Instructor School at the Iowa Law Enforcement Academy.
- Officers Ladage and McNamara had Drone Training at the Black Hawk County Sheriff Office.

POLICE RECORDS – Lieutenant Tim Smith

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

Item G.1.c.**POLICE STATISTICS:**

	<u>July 2018</u>	<u>Total 2018</u>
Group A Crimes		
Murder	0	0
Kidnapping / Abduction	0	1
Forcible Rape	0	9
Forcible Fondling	1	10
Robbery	0	8
Assault	10	84
Arson	0	2
Extortion / Blackmail	0	1
Burglary / B&E	9	88
Theft	45	331
Theft / Motor Vehicle	2	19
Counterfeit / Forgery	4	38
Fraud	5	52
Embezzlement	0	1
Stolen Property	1	5
Vandalism	8	81
Drug Offenses	5	85
Porn / Obscene Material	0	1
Weapon Law Violation	1	6
Group B Crimes		
Theft by Check	0	2
Disorderly Conduct	9	64
Operating While Intoxicated	6	85
Public Intoxicated / Liquor Violations	10	108
Non-Violent Family Offense	1	6
Liquor Law Violation	0	10
Peeping Tom	1	1
Runaway	1	8
Trespassing	4	19
Other Offenses	9	105
Group A Total:	91	822
Group B Total:	41	408
Total Reported Crimes:	132	1,230
Traffic Accidents		
Fatality	0	1
Personal Injury	4	59
Property Damage	40	393
Total Reported Accidents	44	453
Driving Offenses		
Driving While Barred	3	12
Driving While Suspended / Revoked	2	24
Eluding / Peace Officer	0	3
Total Driving Offenses	5	39
Alcohol/Tobacco Violations	3	144
Calls For Service	1,571	10,593
Total Arrests	68	578

Item G.1.c.

CEDAR FALLS FIRE RESCUE

JULY FIRE DEPARTMENT ACTIVITIES:

- Station #1 (Blue Shift):
 - Two Station Tours.
- Station #1 (Green Shift):
 - One Station Tour.
 - Hope Cedar Valley Churches cooked a meal for First Responders.
 - One Smoke Detector Check / Installation.
- Station #1 (Red Shift):
 - 503 Crew participated in the Abraham Drive Parade.
 - One Station Tour.

FIRE ALTERNATIVE STAFF:

- Part-time and POC Firefighters contributed 18 hours of Shift Duty in July.

FIRE INSPECTIONS – Battalion Chief Curt Hildebrand

- July Rental Inspections: 225

FIRE TRAINING EVENTS – Lieutenant Tim Smith

- Fire Training In-Service consisted of: Airway Management / Mayday.
- Target Solutions Training Material:
 - CAPCE – Femur Fractures.
- Public Safety Officers are working through their Public Safety Officer Training Manual at Fire Headquarters.
- Public Safety Officers are testing for Firefighter 1(FF1) and HazMat Ops.

FIRE RECORDS – Lieutenant Tim Smith

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

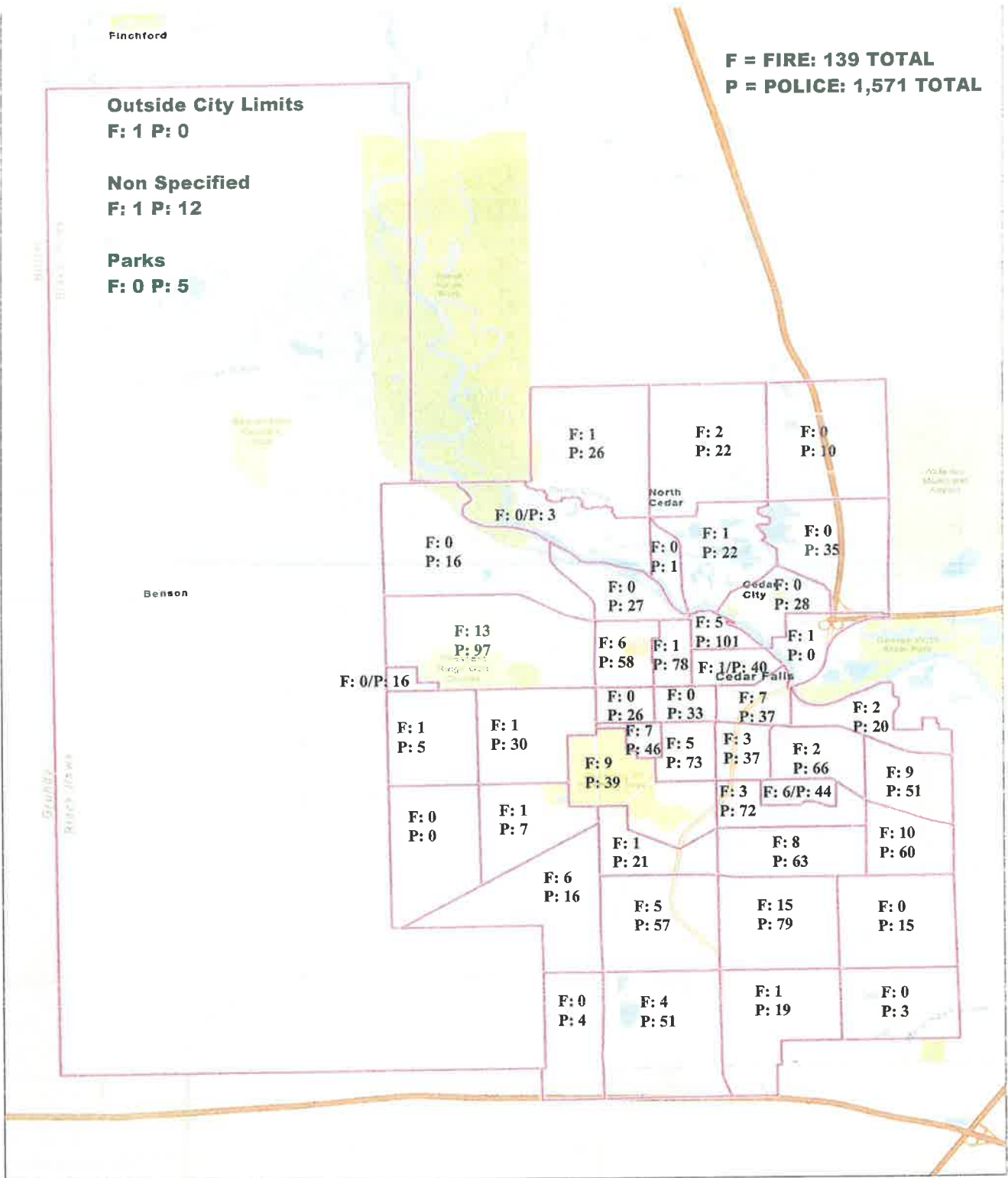
FIRE RESCUE CALLS FOR SERVICE

Type of Incident (Monthly)	Jan '18	Feb '18	Mar '18	Apr '18	May '18	Jun '18	Jul '18	Aug '18	Sep '18	Oct '18	Nov '18	Dec '18
Medical	88	86	80	83	84	102	74					
Cancelled, False Alarms, Good Intent	59	51	51	51	57	52	57					
Fire, Heat, Hazard, Weather Related	11	16	8	13	13	16	8					
Totals	158	153	139	147	154	170	139					

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

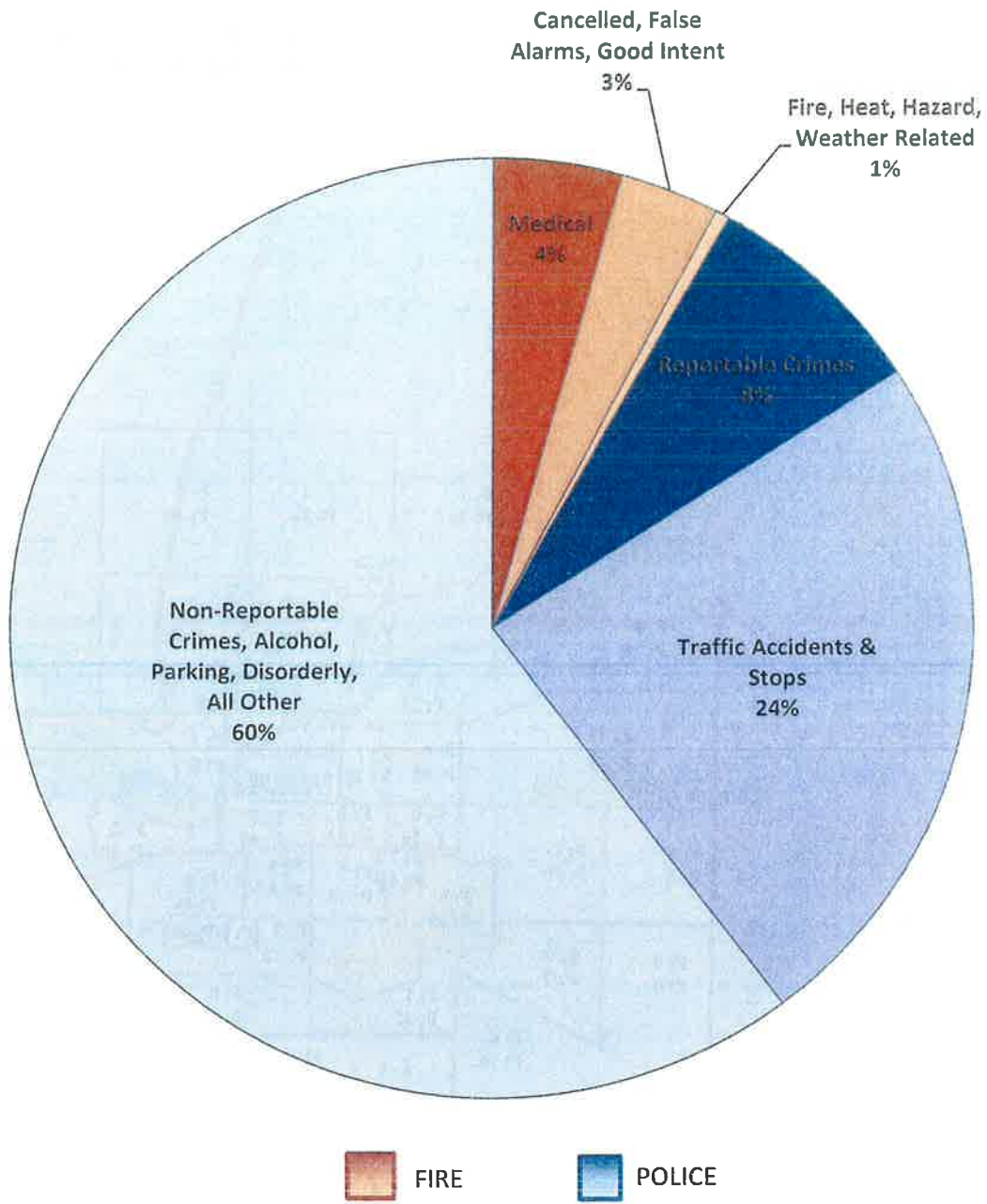
Cedar Falls Public Safety Grid Map

F = FIRE: 139 TOTAL
P = POLICE: 1,571 TOTAL



Item G.1.c.

Cedar Falls Public Safety Experience Survey (July)





DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS

MEMORANDUM

ADMINISTRATION DIVISION
2200 TECHNOLOGY PKWY
CEDAR FALLS, IOWA 50613
319-273-8629
FAX 319-273-8632

PUBLIC WORKS/PARKS
DIVISION
2200 TECHNOLOGY PKWY
319-273-8629
FAX 319-273-8632

TO: Honorable Mayor James P. Brown and City Council
FROM: Brian Heath, Public Works/Parks Division Manager
DATE: August 27, 2018
SUBJECT: Public Works and Park Division Annual Report

Attached is the annual report for the Public Works and Parks Division of Municipal Operations and Programs Department. This fiscal year report covers all sections of the division. The requested action for this item is to receive and place on file.

As always, please feel free to contact me if you have questions or comments related to this report.

Att.

CC: Mark Ripplinger, Director of Municipal Operations and Programs



City of Cedar Falls, Iowa

**MUNICIPAL OPERATIONS &
PROGRAMS DEPARTMENT**

Public Works/Parks Division

**FY2018
Annual Report**

July 1, 2017 – June 30, 2018

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STREET SECTION

STREET SECTION
July 2017 through June 2018

The information in this report reflects man-hours and man-hour costs for each project performed in the Street Section. The hours and costs were generated from actual payroll report records.

<u>TASK</u>	<u>SUB-TASK</u>	<u>MANHOURS</u>	<u>M.H.COST</u>
Asphalt			
	Cold patch	838.5	\$20,062.95
	Hot patch	2,577	\$58,245.04
	Screen Millings	0	\$0
	Grind & Patch	642.5	\$13,351.43

ASPHALT GRAND TOTAL: \$91,659.42

Bridges			
	Deck Maintenance	68	\$1,558.78
	Guardrail Maintenance	22	\$329.60
	Handrail Maintenance	0	\$0
	Walkway Maintenance	8	\$176.77

BRIDGES GRAND TOTAL: \$2,065.15

Cedar River			
	Dam Gates	12	\$430.54
	Pre-Flood	14	\$385.17
	Post-Flood	114	\$2,521.91
	Flood Levee Maintenance	152.5	\$3,409.33
	Flood Training	10	\$212.45

CEDAR RIVER GRAND TOTAL: \$6,959.40

Concrete			
	Curbs	0	\$0
	Medians	0	\$0
	Full Depth	876	\$20,702.75
	Partial Depth	0	\$0
	Sidewalks	63	\$1,554.99

CONCRETE REPAIRS GRAND TOTAL: \$22,257.74

Item G.1.d.

<u>TASK</u>	<u>SUBTASK</u>	<u>MANHOURS</u>	<u>M.H. COST</u>
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Crack sealing

Medians	0	\$0
Crack Routing	829	\$14,560.64
Sealing (Asphalt)	1,283.50	\$21,700.62
Sealing (Concrete)	468	\$8,570.23

CRACKSEALING GRAND TOTAL: \$44,831.49

Ditch Maintenance

Brush/Tree Removal	893.50	\$21,274.32
Culvert Maintenance	27	\$676.98
Trash Removal	0	\$0
Silt Removal	85	\$2,008.86

DITCH MAINTENANCE GRAND TOTAL: \$23,960.16

Dry Run Creek

Bank Stabilization	0	\$0
Brush Removal	149	\$3,973.61
Silt Removal	4	\$85.70

DRY RUN CREEK GRAND TOTAL: \$4,059.31

Grading Operations

Alleys	125	\$2,865.05
Roads	66	\$1,483.38
Shoulders	217	\$4,681.34

GRADING OPERATIONS GRAND TOTAL: \$9,029.77

Leaf Collection (Refuse)

Collection	27	\$609.62
Compost Site Operation	1,418	\$34,648.58
Compost Turning	60	\$2,017.26
Leaf Vacuum Service	383	\$8,906.10

Compost screening	0	\$0
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LEAF COLLECTION GRAND TOTAL: \$46,181.56

<u>TASK</u>	<u>SUBTASK</u>	<u>MANHOURS</u>	<u>M.H. COST</u>
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Material Procurement

Rock, Dirt, Sand, etc.	94	\$1,997.81
Screening Operations	0	\$0

MATERIAL PROCUREMENT GRAND TOTAL: \$1,997.81

Outside Department

Dev. Services	12	\$242.43
Public Safety	14	\$340.02
C.F.U. Patch Repairs	1,197.5	\$28,430.40
C.F. Cable TV	66	\$1,458.16
Water Reclamation	251	\$5,751.26

OUTSIDE DEPARTMENT GRAND TOTAL: \$36,222.27

Outside Section

Bulk & Containers	14	\$464.82
Recycling Center	27	\$765.26
Residential Routes	240	\$4,914.13
Y.W. Cart Delivery	0	\$0
Shingle Recycling	450.5	\$11,155.93
Transfer Station	71.5	\$1,639.44

REFUSE SECTION TOTAL: \$18,939.58

Vehicle Maintenance	735	\$17,409.50
Traffic Operations	38.5	\$751.16
Parks / Cemetery	1,356.5	\$31,007.16
Emerald Ash bore	813	\$15,929.92
Clay Street Park	404	\$9,405.40
Orchard Hill Park	523.50	\$12,317.86

OUTSIDE SECTION TOTAL: \$ 86,821.00

OUTSIDE SECTION GRAND TOTAL: \$105,760.58

Seal Coat

Preparation	222	\$5,038.31
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SEAL COAT GRAND TOTAL: \$5,038.31

Item G.1.d.

<u>TASK</u>	<u>SUBTASK</u>	<u>MAN-HOURS</u>	<u>M.H. COST</u>
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Special Events

Sturgis Falls	134	\$2,659.45
College Hill Arts Festival	0	\$0
Parades, & other events	0	\$1,699.29
Cedar River Cleanup	0	\$0
UNI Homecoming	13	\$260.59

SPECIAL EVENTS GRAND TOTAL: \$4,619.33

Snow & Ice Control

Sidewalk Clearing	0	\$0
Snow Plowing	2,012	\$37,837.57
Snow Removal	367	\$7,709.95
Cul-de-sac snow removal	306	\$7,286.61
Sand Barrels	105.5	\$2,386.54
Snow Fence	371	\$8,682.27
Materials Application	639.5	\$12,373.45
Equipment Prep. & Setup	1,379.5	\$32,632.99
Material Procurement	43	\$1,112.73
Mailbox & Yard Repair	210	\$4,879.08
Salt Brine Production	64	\$1,424.90
Annual Training	169	\$4,548.48

SNOW & ICE CONTROL GRAND TOTAL: \$112,192.30

Sewer Construction

Sanitary Sewer Repairs	1,276	\$29,752.52
Storm Sewer Repairs	1,726.5	\$37,448.36

SEWER CONSTRUCTION GRAND TOTAL: \$67,200.88

Street Cleaning (Refuse)

Flushing	1	\$23.34
Sweepings Disposal	303	\$5,451.22
Sweeping	1,353.5	\$34,952.87

STREET CLEANING GRAND TOTAL: \$40,427.43

<u>TASK</u>	<u>SUBTASK</u>	<u>MANHOURS</u>	<u>M.H. COST</u>
Traffic Control	Flasher/Barricade Maint.	78	\$2,018.44
	Permanent Barricades	0	\$0
	Temporary Barricades	42	\$875.83

TRAFFIC CONTROL GRAND TOTAL: \$2,894.27

Weed Control	Shoulder Mowing	91	\$2,152.38
	Weed trimming	45	\$863.66

WEED CONTROL GRAND TOTAL: \$3,016.04

Grounds Maintenance	Clean Buildings	328	\$7,424.49
	Building Repair	182	\$4,054.52
	Yard Maint.	82	\$2,032.96

GROUNDS MAINTENANCE GRAND TOTAL: \$13,511.97

Equipment Maintenance	Cleaning Equipment	532.5	\$12,196.77
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EQUIPMENT MAINTENANCE GRAND TOTAL: \$12,196.77

Weather Adversities	Wind Damage Cleanup	197	\$3,715.50
	Flash Floods	4	\$134.88
	Flood 2017	123	\$3,465.05

WEATHER ADVERSITIES GRAND TOTAL: \$7,315.43

Flood Buyout Demolition Monitoring	Demo Monitoring	0	\$0
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DEMOLITION GRAND TOTAL: \$0

Item G.1.d.

<u>TASK</u>	<u>SUBTASK</u>	<u>MANHOURS</u>	<u>M.H. COST</u>
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Miscellaneous

	Misc. Tasks	2,042.5	\$51,974.17
	Training/Seminars	499.5	\$14,161.35
	Prairie Burn	0	\$0
	Bus Stop Maintenance	0	\$0
	Nuisance Property Cleanup	0	\$0
	Joint Storage Building Fire	140	\$3,408.70
	Court Hearing / Witness	0	\$0
	Iuff Street Lift Station Removal	491	\$11,784.88

MISCELLANEOUS GRAND TOTAL: \$81,329.10

University Avenue Maintenance & Repair	109	\$2,591.68
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UNIVERSITY AVE. MAINT. GRAND TOTAL: \$2,591.68

Administrative / Office	2,519.5	\$122,184.19
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General Supervision	900.5	\$30,913.43
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TOTAL OF ALL SERVICES: \$1,088,335.60

MATERIALS USED IN FY18

Crack Sealant	0 Lbs. @ .64 = \$0
Concrete (streets)	460.25 Cu. Yds. @ 125.00 = \$57,531.25
Concrete (MHs & CBs)	83.75 Cu. Yds. @ 125.00 = \$10,468.75
18" x #6 Rebar	1000 pcs @ \$1.48 = \$1,480.00
Fill sand	0 Tons @ \$5.72 = \$0
Asphalt (Hot mix)	313 Tons @ \$82.50 = \$25,822.50
Asphalt (Cold mix)	40.52 Tons @ \$140.00 = \$5,672.80
Asphalt (Regrinds)	421.61 Tons @ 11.35 = \$4,785.27
1" Road stone	182.84 Tons @ \$10.68 = \$1,952.73
¾" Road stone	345.68 Tons @ \$10.68 = \$3,691.86
1" Clean road stone	121.9 @ \$13.02 = \$1,587.13
1.5" Clean road stone	528.24 Tons @ \$11.54 = \$6,095.89
Rip Rap 9" – 18"	14.34 Tons @ \$21.80 = \$312.61
3' – 9' Erosion Stone	105.09 Tons @ \$22.66 = \$2,381.34
Road salt	3805 Tons @ \$73.69 = \$280,353.61
Sand (ice control)	0 Tons @ 8.48 = \$0
Salt brine	3,311 Gallons @ \$.50 = \$1,655.50
3/8" washed chips	201.16 Tons @ \$17.54 = \$3,528.35
CRS-2 tack oil	922.00 Gallons @ \$2.25 = \$2,075.96
CHH-S1 tack oil	264.25 Gallons @ \$2.25 = \$594.56
Total of materials used	\$409,990.11



TRAFFIC OPERATIONS SECTION

TRAFFIC OPERATIONS SECTION

July 2017 through June 2018

The information in this report reflects man-hours and man-hour costs for each project performed in the Traffic Operations Section. The hours and costs were generated from actual payroll report records. Also include are costs for contracted work for the maintenance of pavement markings and traffic signals

<u>TASK</u>	<u>SUBTASK</u>	<u>MANHOURS</u>	<u>M.H. COST</u>
Traffic Painting			
	Line Striping	466.50	\$0,520.22
	Parking Lot	60	\$1,208.65
	Contract Street Painting		\$41,380
TRAFFIC PAINTING GRAND TOTAL:			\$52,108.87
Traffic Signals			
	General Maintenance	766.5	\$20,480.37
	Signal Replacement	562.5	\$12,381.40
	Signal Timing	147	\$4,909.14
	Knock Down Repair	24	\$530.95
	Contracted Signal Work		\$28,871.11
TRAFFIC SIGNALS GRAND TOTAL:			\$67,175.97
Traffic Signs			
	General /Maintenance	674.50	\$15,946.27
	New Installation	351	\$8,135.98
	Knock Down Repair	171	\$4,315.73
	Sign Inventory	60	\$1,646.97
TRAFFIC SIGNS GRAND TOTAL:			\$30,044.95

Item G.1.d.

<u>TASK</u>	<u>SUBTASK</u>	<u>MANHOURS</u>	<u>M.H. COST</u>
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Traffic Miscellaneous

	Administration	640	\$21,063.35
	Miscellaneous	175	\$4,051.10
	Train/Seminars/Meet	240	\$6,198.99
	Security Cameras	29	\$796.41
	Parkade Holiday Lighting	25	\$639.97
	Sturgis Falls	70	\$1,263.39
	Snow Plowing	62.5	\$875.16
	Locates	289.5	\$6,552.90
	Set up Traffic Control	7	\$108.79
	Outdoor Warning Sirens	55.5	\$1,706.80
	Contracted Siren Removal		\$2,000.00

TRAFFIC MISCELLANEOUS GRAND TOTAL: \$45,256.86

Building Maintenance (Non Janitorial)

	Operations/Maintenance	193	\$4,337.42
	City Hall	91	\$1,993.04
	Library	32	\$756.91
	Rec. Center	165	\$3,478.78
	Water Reclamation	12	\$341.06
	The Falls Aquatic Center	32.5	\$795.68
	Hearst Center	54	\$1,042.21
	Fire Station #1	2	\$47.30
	Community Center	2	\$47.31
	Parks	73.5	\$1,678.06
	ESB Building	7	\$165.57
	Visitor Center	54	\$1,008.73

BUILDING MAINTENANCE GRAND TOTAL: \$15,692.07



BUILDING MAINTENANCE SECTION

Item G.1.d.**BUILDING MAINTENANCE SECTION**

July 2017 through June 2018

<u>TASK</u>	<u>SUBTASK</u>	<u>MANHOURS</u>	<u>M.H. COST</u>
Building Maintenance			
	Administration/Office	454.5	\$14,974.41
	Beach House	14	\$334.41
	City Hall	659.75	\$15,587.69
	Community Center	59.0	\$1,487.32
	ESB Building	41.5	\$1206.00
	Falls Aquatic Center	53.5	\$1149.84
	Fire Station #1	7.0	\$139.81
	Fire Station #2	10.5	\$273.65
	Hearst Center	174.0	\$4,256.69
	Library	312.5	\$7,773.54
	Parks	15.5	\$383.08
	Pheasant Ridge	13.5	\$345.31
	Municipal O&P	499.75	\$11,156.56
	Recreation Center	559.50	\$13,398.82
	Visitors & Tourism	109.0	\$2,429.69
	Water Reclamation	2.5	\$64.28

Building Maintenance Total: \$74,994.12

Traffic Operations			
	Civil Defense Sirens	4.0	\$132.10
	Holiday Lighting	55.0	\$1,070.68
	Line Stripping	78.5	\$1,639.10
	Parks	2.0	\$28.64
	Parking Lot	5.0	\$71.61
	Sign Knock Down Repair	22.0	\$323.66
	Sign Maintenance	6.0	\$88.50
	Signal Knockdown Repair	4.0	\$59.0
	Signal Maintenance	10.0	\$164.92
	Signal Replacement	7.0	\$194.62
	Sturgis	2.0	\$27.88
	Traffic Control	5.5	\$81.13
	Training	1.0	\$14.32

Traffic Operations Total: \$2,941.30**GRAND TOTAL: \$77,935.42**

Public Buildings Expenditures

Commodities

Aquatic Center	\$1,306.58
Beach House	\$1,990.24
City Hall	\$8,090.72
Community Center	\$210.83
Fire Department	\$2,694.76
Hearst Center	\$1,362.26
Library	\$6,294.86
Municipal Operations & Programs	\$8,595.16
Recreation Center	\$18,172.21
Visitors & Tourism	\$426.21

COMMODOTIES GRAND TOTAL: \$49,183.83

Building Repair Supplies

Aquatic Center	\$1,033.90
City Hall	\$13,069.89
Community Center	\$1,954.99
Fire Department	\$138.06
Hearst Center	\$1,719.10
Library	\$5,438.68
Municipal Operations & Programs	\$10,273.30
Recreation Center	\$85,173.73
Visitors Center	\$1,058.40

BUILDING REPAIR SUPPLIES GRAND TOTAL: \$119,860.05

Building Contracted Services

Aquatic Center	\$1,244.50
Beach House	\$330.00
City Hall	\$84,649.11
Community Center	\$9,548.10
Fire Department	\$1,448.41
Hearst Center	\$21,051.19
Library	\$52,622.92
Municipal Operations & Programs	\$34,265.27
Recreation Center	\$85,173.73
Visitors & Tourism	\$6,205.47

BUILDING REPAIR CONTRACTED SERVICES GRAND TOTAL: \$296,538.70

TOTAL OF ALL SERVICES \$543,478.00



REFUSE SECTION

REFUSE SECTION
July 2017 through June 2018

Residential Automated Refuse Collection:

Number of residents	11,824 Accounts (approx.)
Man hours	4,234.70 Hours
Fuel consumption	15,545.20 Gallons
Tonnage collected	7,301.89 Tons

Residential Yard Waste Collection

Number of residents	7,720 accounts
Man hours	1,378.60 Hours
Fuel consumption	3,741.79 Gallons
Total Yard Waste Collected Curbside	1,089.18 Tons
Fall Leaf Collection (man-hours Oct/Nov 17)	402.50 Hours
Fall Leaf Tonnage (Oct/Nov 17)	358.29 Tons
Spring Leaf Collection (man-hours Apr 18)	219.80 Hours
Spring Leaf Tonnage (Apr 18)	130.05 Tons
Leaf Vacuum	91 performed
Leaf Vacuum (man-hours)	404.00 Hours
Yard Waste Carts Collected (Jul 17-Jun 18)	29,903 collected

Seasonal Compost Facility

Compost Site Staffing Man-hours (FY 18)	1,519.50 Hours
Compost Screening Man-hours	44.00 Hours
Windrow Turning Man-hours	60.00 Hours
Yard Waste Hauled To Compost Site	1,134.21 Tons

Item G.1.d.

Parks Refuse Collection:

Man hours	624.40 Hours
Fuel consumption	584.09 Gallons
Tonnage collected	20.75 Tons

Large Item Collection:

Stops collected	1, 332 Stops
Man hours (full-time)	26.00 Hours
Man hours (part-time)	899.30 Hours
Tonnage collected	102.40 Tons

Container Route:

Man hours (full-time)	64.50 Hours
Man hours (part-time)	1,240.00 Hours
Fuel consumption	3,198.44 Gallons
Tonnage collected	306.76 Tons
Dumpster accounts	91 in use

Semi-Automated Collection:

Man-hours (full-time)	26.00 Hours
Man-hours (part-time)	1,544.25 Hours
Tonnage Collected	293.26 Tons

Transfer Station:

Man-hours (full-time)	2,060.50 Hours
Man-hours (Perm. Part-time)	4, 780.15 Hours
Solid waste (com/res drop off)	3,857.28 Tons
Solid Waste (City Collection)	8,025.06 Tons
Yard Waste (Drop Off)	56.83 Tons
Yard Waste (City Collection)	1,089.18 Tons
Solid Waste to Landfill (815 loads)	11,882.34 Tons
Fuel Consumption	6,455.97 Gallons

Recycling Center

Man-hours (full-time)	1,314.50 Hours
Man-hours (part-time)	2,408.55 Hours
Newspaper/Magazines (Baled)	460.06 Tons
Cardboard (Baled)	697.80 Tons
Cardboard (Loose)	10.21 Tons
Glass	695.95 Tons
Tin (Baled)	48.37 Tons
COMGBP (Baled Plastic #1-7)	198.52 Tons
USOBP (Office Paper Baled)	59.48 Tons
Plastic Bags (LDPLP)	9.05 Tons
Styrofoam	9.56 Tons
Subtotal	2,189.00 Tons

Other Materials Recycled

Scrap Metal	350.20 Tons
Appliances (3,482)	219.70 Tons
Tires (3,524)	35.58 Tons
E-waste (T.V.'s/ CRT's/LCD's/ Hardware)	65.86 Tons
Rechargeable Batteries/Cell Phones	0.10 Tons
Shingles	1,835.50 Tons
Used Oil (Transfer Station/Maintenance Shop)	6,376.00 Gallons
Subtotal	2,506.94 Tons
RECYCLING TOTAL	4,695.94 Tons

Item G.1.d.

Refuse Section - Hourly Rate Structure

Rates are standard hourly rates and do not reflect employee benefit costs. The rate structure for the Refuse Section is the standard hourly rate; benefits and insurance are not figured in.

	Man Hours	Man Hour Cost
Cart Delivery/Exchange	314.90	\$6,678.55
Cart Maintenance	194.00	\$3,769.56
Clean Equipment	364.25	\$7,256.27
Complex Work	377.50	\$7,555.61
Container Collection	1,304.50	\$20,208.70
Incentive	176.50	\$3,795.50
Landfill	1,530.05	\$28,282.50
Large Item Collection	925.30	\$13,826.16
Parks Garbage Routes	624.40	\$9,507.05
Office Work	32.00	\$520.67
Outside Dept. Work	438.50	\$10,003.74
Recycling	3,723.05	\$70,090.90
Recycling Roll-off Collection	2,202.65	\$41,185.54
Residential Automated Refuse Collection	4,234.70	\$93,643.11
Residential Automated Yard Waste Collection	1,378.60	\$26,159.89
Semi-automated Collection	1,570.25	\$23,705.39
Special Events	109.50	\$2,335.14
Transfer Station	6,840.65	\$135,978.06
Yard Work	268.00	\$4,575.67
Refuse Section Subtotal	26,609.55	\$509,078.01

Street Section, Refuse Related Operations

Additional tasks related to the Refuse Section, which were listed in the Street Section report.

	Man Hours	Man Hour Cost
Bulk and Containers	25.00	\$683.79
Compost Facility Operation	1,519.50	\$37,140.20
Compost Screening	44.00	\$635.85
Compost Turning	60.00	\$2,017.26
Flash Flooding	4.00	\$134.88
Leaf Vacuum	404.00	\$9,413.92
Pickup and Disposal Yard Waste	27.00	\$609.62
Recycling	104.00	\$2,052.36
Residential Refuse/Yard Waste Collection	876.50	\$18,077.19
Routine Sweeping	1,353.50	\$34,952.87
Scrap Metals	1.00	\$17.27
Street Flushing	1.00	\$13.34
Sweepings Disposal	347.00	\$6,491.93
Transfer Station	76.50	\$1,743.47
Wind Damage	10.00	\$303.11
Subtotal:	4,853.00	\$114,287.06
REFUSE LABOR COST		\$623,365.07
GRAND TOTAL:		

Refuse Section Revenue for FY 18	# Dropped off	
Transfer Station Fees		\$316,804.73
Appliances (Transfer Drop-off)	3,123	\$21,555.00
Bag Tags/Tree Tags	212	\$265.00
E-waste (Transfer Drop-off)	1,572	\$7,860.00
Scrap Tires (Transfer Drop-off)		\$5,791.50
Yard Waste (Transfer Drop-off)	3,507	\$1,724.25
Yard Waste – 2 nd cart		\$100.00
Transfer Station Fees Total		\$354,100.48

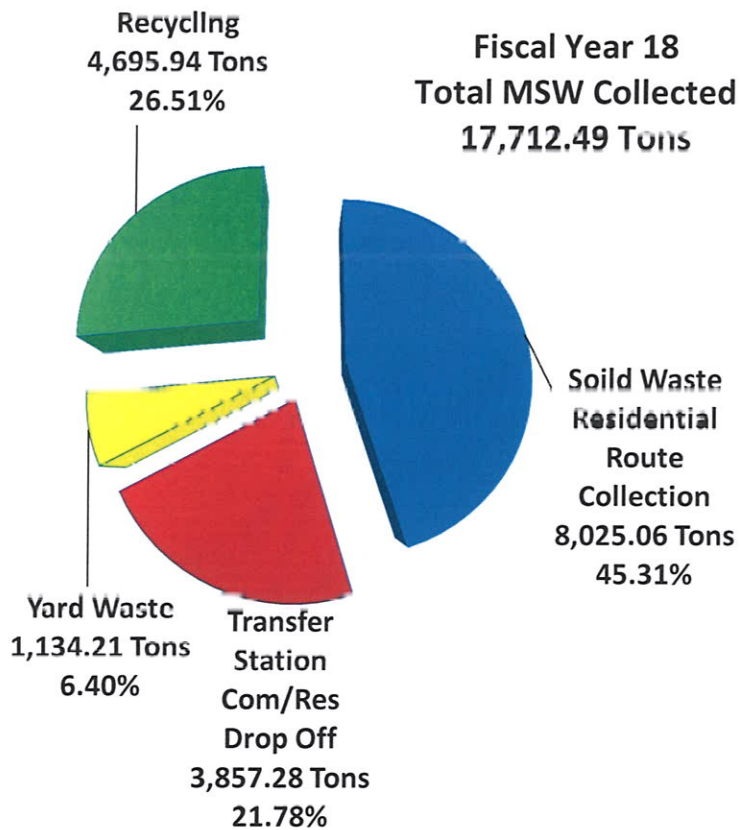
Related Solid Waste Revenue for FY 18	# picked up	
Solid Waste (Containers and Residential collection)		\$2,176,261.06
Yard Waste Collection	29,903	\$219,005.00
Appliances (Bulk Pick-up)	359	\$2,692.50
E-Waste (Bulk Pick-up)	135	\$685.00
Tires (Bulk Pick-up)	17	\$85.00
Leaf Vacuum	91	\$4,550.00
Recycling		\$83,057.85
Scrap Metal		\$40,778.58
Refuse Miscellaneous		\$14,091.16
Grants to Communities		\$137,928.00
Checking account interest		\$8,462.95
CD/Investment interest		\$44,577.44
Related Refuse Section Revenue Total		\$2,732,174.54
Refuse Section Revenue Grand Total		\$3,086,275.02

Item G.1.d.

SUMMARY OF FISCAL YEAR 2018

Municipal Solid Waste figures for the City of Cedar Falls:

The total waste collected by the City of Cedar Falls including Solid Waste, Yard Waste, and Recycling was 17,712.49 tons. The following pie chart is a representation of the Municipal Solid Waste figures for FY 18 for the City of Cedar Falls.



Automated Yard Waste Cart Program

Yard waste was collected curbside 43 days this fiscal year. This resulted in 1,089.18 tons of yard waste collected curbside by the Refuse Section. A total of 29,903 stops were collected July 1, 2017 – June 30, 2018. The months of April, October and November were months that the residents were charged at a reduced rate of \$5.00 per dump.

The total yard waste carts collected was 29,903. This resulted in \$227,640.00 in revenue generated by residents using the automated yard waste program. There were 14,278 yard waste carts collected during the reduced rate collection periods.

There are currently 7,722 yard waste carts in service throughout the city.

Transfer, Recycling and Yard Waste Program Expenses for FY 18

Appliance Disposal:

3,482 appliances or 219.70 tons were recycled at a cost of \$11,182.00.

Baling Wire:

4 spools of wire at a cost of \$3,124.00.

Black Hawk County Landfill (Solid and Yard Waste disposal fees:
Landfill fees \$455,167.72.

E-waste Disposal.

65.86 tons were recycled at a cost of \$19,752.90.

Lan-Link:

Tuning Boxes, MDT's etc... \$14,495.40.

Miscellaneous:

The expenses were for Bad Checks, propane fuel, Portable Toilet Rental, Decorative refuse containers \$1,024.92.

Printing:

The expenses were for One-sided/Recycling/Waste Works \$1,200.97.

Radio Communications:

AVL tracking for refuse \$3,000.00.

Recycling/Transfer Station Miscellaneous:

The expenses were for Transfer Station repair/Painting/Welding, Walking Floor repair, Plumbing, Supplies for Recycling Center, etc.....\$2,992.02.

Scrap Tire disposal: 3,524 tires or 35.58 tons were recycled at a cost of \$8,169.87.

Shingle Grinding/Asbestos Testing/Gradation Testing: 57,981.25.

Used Oil: 6,376 gallons recycled at a cost of \$1,213.90

Wood Grinding: Brush/Yard Waste Grinding at Seasonal Compost Facility \$65,000.00.

Total: \$644,304.95



FLEET MAINTENANCE SECTION

**CITY OF CEDAR FALLS
FLEET GRAND TOTALS
July 1, 2017 to June 30, 2018**

Number of Vehicles/Equipment (421)

Parts Cost	\$419,694.17
Labor Cost	\$398,219.38
Repair Cost	\$817,913.55
Fuel Cost	\$305,971.34
 Grand Total	 \$1,123,884.89

Item G.1.d.

COMMUNITY DEVELOPMENT

Number of Vehicles (36)

Parts	\$40,274.43
Labor	<u>\$38,977.52</u>
Total	\$79,251.95
Fuel	<u>\$24,135.38</u>
Total Cost	\$103,387.33

MUNICIPAL OPERATIONS & PROGRAMS

Number of Vehicles (331)

Parts	\$340,594.42
Labor	<u>\$308,589.19</u>
Total	\$649,183.61
Fuel	<u>\$206,173.97</u>
Total Cost	\$855,357.58

FINANCE & BUSINESS

Number of Vehicles (12)

Parts	\$4,699.15
Labor	<u>\$9,488.81</u>
Total	\$14,187.96
Fuel	<u>\$4,300.07</u>
Total Cost	\$18,488.03

PUBLIC SAFETY

Number of Vehicles (42)

Parts	\$34,126.17
Labor	<u>\$41,163.86</u>
Total	\$75,290.03
Fuel	<u>\$71,361.92</u>
Total Cost	\$146,651.95

CITY OF CEDAR FALLS
Community Development

Engineering

Parts Cost	Labor Cost	Repair Cost	Fuel Cost	Total Cost
\$2,478.62	\$4,562.41	\$7,041.03	\$7,974.58	\$5,015.61

Inspection

Parts Cost	Labor Cost	Repair Cost	Fuel Cost	Total Cost
\$3,103.66	\$5,030.83	\$8,134.49	\$4,731.45	\$12,865.94

Water Reclamation

Parts Cost	Labor Cost	Repair Cost	Fuel Cost	Total Cost
\$34,692.15	\$29,384.28	\$64,076.43	\$11,429.35	\$75,505.78

Community Development Grand Total

(36) Vehicles

\$103,387.33

Item G.1.d.

City of Cedar Falls Finance & Business

Administration

Parts Cost	Labor Cost	Repair Cost	Fuel Cost	Total Cost
\$1,453.88	\$1,734.45	\$3,188.33	\$2,208.46	\$5,396.79

Cable Vision

Parts Cost	Labor Cost	Repair Cost	Fuel Cost	Total Cost
\$1,646.06	\$5,570.15	\$7,216.21	\$1,041.76	\$8,257.97

Parking Operations

Parts Cost	Labor Cost	Repair Cost	Fuel Cost	Total Cost
\$1,599.21	\$2,184.21	\$3,783.42	\$1,049.85	\$4,833.27

Finance & Business Grand Total

(12) Vehicles

\$18,488.03

CITY OF CEDAR FALLS
Public Safety

Police

Parts Cost	Labor Cost	Repair Cost	Fuel Cost	Total Cost
\$17,018.11	\$22,834.36	\$39,852.47	\$59,664.66	\$99,517.13

Fire

Parts Cost	Labor Cost	Repair Cost	Fuel Cost	Total Cost
\$17,108.16	\$18,329.50	\$35,437.66	\$11,697.26	\$47,134.92

Public Safety Grand Totals

(42) Vehicles

\$146,652.05

Item G.1.d.

City Of Cedar Falls Municipal Operations & Programs

Administration

Parts Cost	Labor Cost	Repair Cost	Fuel Cost	Total Cost
\$675.90	\$757.95	\$1,433.85	\$1,477.27	\$2,911.12

Building Maintenance

Parts Cost	Labor Cost	Repair Cost	Fuel Cost	Total Cost
\$1,177.17	\$2,246.55	\$3,423.72	\$1,340.83	\$4,764.55

Cemetery

Parts Cost	Labor Cost	Repair Cost	Fuel Cost	Total Cost
\$11,821.68	\$22,065.82	\$33,887.50	\$3,380.61	\$37,268.11

Cultural Services

Parts Cost	Labor Cost	Repair Cost	Fuel Cost	Total Cost
\$454.20	\$366.75	\$820.95	\$3,011.90	\$3,832.85

Fleet Maintenance

Parts Cost	Labor Cost	Repair Cost	Fuel Cost	Total Cost
\$3,747.47	\$3,182.58	\$6,930.05	\$6,669.53	\$13,599.58

Parks

Parts Cost	Labor Cost	Repair Cost	Fuel Cost	Total Cost
\$66,912.30	\$77,282.68	\$144,194.98	\$40,245.73	\$184,440.71

Recreation

Parts Cost	Labor Cost	Repair Cost	Fuel Cost	Total Cost
\$670.29	\$3,024.10	\$3,694.39	\$795.78	\$4,490.17

Refuse

Parts Cost	Labor Cost	Repair Cost	Fuel Cost	Total Cost
\$77,741.85	\$76,231.75	\$153,973.60	\$69,995.01	\$223,968.61

Golf

Parts Cost	Labor Cost	Repair Cost	Fuel Cost	Total Cost
\$9,136.00	\$1,507.76	\$10,643.76	\$1,730.48	\$12,374.24

Street

Parts Cost	Labor Cost	Repair Cost	Fuel Cost	Total Cost
\$161,303.15	\$118,171.63	\$279,474.78	\$73,365.87	\$352,840.65

Traffic

Parts Cost	Labor Cost	Repair Cost	Fuel Cost	Total Cost
\$6,954.41	\$3,751.62	\$10,706.03	\$4,160.95	\$14,866.98

Municipal Operations & Programs Grand Total

(331) Vehicles

\$855,357.58

Item G.1.d.

VEHICLE ACQUISITIONS FY18

Public Safety:

2018 Ford Interceptor	Police VRF	\$43,930.19
2018 Ford Interceptor	Police VRF	\$47,592.50
Total:		\$91,522.69

Municipal Operations and Programs:

2018 Ford F250	Street SCF	\$31,488.70
2018 Ford F250	Street SCF	\$32,244.00
2018 Freightliner M2	Street SCF	\$142,275.00
2017 Bobcat E35I	Street SCF	\$53,634.70
2017 Bobcat 5600	Parks SCF	\$43,930.19
2017 Ford F150	Parks VRF	\$23,087.00
2017 Ford F150	Parks VRF	\$22,999.00
2017 JD Z915E	Parks VRF	\$6,433.00
2017 JD 1550	Parks VRF	\$16,698.00
2017 JD 1570	Parks VRF	\$22,695.13
2017 JD Z997R	Parks VRF	\$16,788.00
Total:		\$412,272.72

Community Development:

2018 Ford F550 Cable TV		\$169,722.00
Total:		\$169,722.00

Vehicle Acquisitions Total: \$ 673,517.41



**PARK DEVELOPMENT
&
ARBORIST
SECTION**

Item G.1.d.

PARK DEVELOPMENT & ARBORIST SECTION July 2017 through June 2018

The information in this report reflects man-hours and man-hour costs for each project performed in the Park Development & Arborist Section. The hour and costs were generated from actual payroll records.

<u>PARK & ARBORIST</u>	<u>MANHOURS</u>	<u>M.H. COST</u>
EAB (Ash tree removals) 011010	2,195.1	\$33,297.50
University Ave. plantings 062419	68	\$1,095.26
Center St. Rec trail project 023107	8	\$193.20
Bio-cell Maintenance 141	782.5	\$10,692.32
PK-Mow/Trimming 159	12	\$159.00
Tree Trimming 174	584.5	\$10,551.67
Tree Removals 175	1,408.80	\$24,844.85
Tree Spading/Planting 177	578.80	\$10,285.14
Tree Cleaning/Clearing 178	287.5	\$4,338.13
Trail Repair/Replace 179	149	\$3,247.08
Restroom Cleaning/Maintenance 162	2	\$25.97
Playground Repair/Install 161	20	\$393.69
Tree/Brush Remove 164	4	\$99.52
Ice Rink Setup/Teardown 166	34	\$734.64
Trail Bench Installation 167	121.5	\$2,096.52
Equipment Cleaning 171	96	\$1,785.85
Equipment Maintenance/Repair 172	66	\$1,159.75
Building Maintenance/ Repair 173	296	\$5,185.94
Boat Dock Setup/Removal 189	179	\$3,336.74
Graffiti/Vandalism 198	27	\$405.36
PK Const. Big Woods lake N and S 5001	384	\$8,006.10
PK Const. Birdsall Park 5002	47	\$840.00
PK Const. Gateway Park 5003	93	\$1,657.65
PK Const. Island Park 5004	1,020.5	\$20,086.37
PK Const. Paw Park 5005	82	\$1,655.86

PK Const. Pfeiffer Park 5006	39	\$805.88
PK Const. Prairie Lakes Park 5007	84.5	\$1,484.19
PK Const. Veterans Memorial Park 5009	113.5	\$1,961.70
PK Const. Washington Park 5010	110	\$1,997.18
PK Const. Medium Park 5011	2,219	\$42,952.80
PK Const. Small Park 5012	1,246	\$18,920.38
PK Const. Tondro/Pray Bike Park 5013	4,010.5	\$8,497.54

PARKS & ARBORIST GRAND TOTAL: \$222,793.78

<u>Adverse Weather</u>	<u>MANHOURS</u>	<u>M.H. COST</u>
Snow Plowing/Blowing 180	478	\$8,632.26
Snow Removal/Hauling 181	192.5	\$2,899.22
Sand/Salt Application 182	141.8	\$3,260.81
Snow Removal Polar Trac 183	145.5	\$3,240.11
Storm Damage Cleanup 185	103.5	\$2,321.39
Flood Cleanup 186	26	\$422.11
PW Snow plowing streets 56	177.6	\$3,200.63
PW Snow haul 57	19.5	\$491.78

ADVERSE WEATHER GRAND TOTAL: \$24,477.31

<u>Miscellaneous</u>	<u>MANHOURS</u>	<u>M.H. COST</u>
Training/Meetings 188	277.5	\$4,977.00
Arborist Misc. labor 526	143	\$2,740.96
Parks Misc. Labor 529	1,770.5	\$52,471.82
Parks Administration 534	449	\$16,915.90
*Park Supervision 538	906	\$34,133.76

MISCELLANEOUS GRAND TOTAL: \$111,239.44

Item G.1.d.

<u>Outside Assistance</u>	<u>MANHOURS</u>	<u>M.H. COST</u>
Arborist 190	6	\$93.91
Golf 191	183	\$3,985.58
Parks 192	4	\$97.02
Cemetery 193	139	\$3,450.39
Leisure Services 196	636.5	\$10,061.18
Public Works 197	33	\$489.27
Developmental Services 523	2	\$26.76
Cedar Falls Utilities 521	8	\$144.06
Fire Dept. 525	12	\$226.48

OUTSIDE ASSISTANCE GRAND TOTAL: \$18,574.65

<u>Celebrations</u>	<u>MANHOURS</u>	<u>M.H. COST</u>
Sturgis Falls 52	105.5	\$2,013.96
College Hill Arts Festival. 53	27	\$535.68
Celebrations 539	4	\$251.34

CELEBRATIONS GRAND TOTAL: \$2,800.98

TOTAL OF ALL SERVICES: \$379,886.16



**CEMETERY
&
PUBLIC GROUNDS
MAINTENANCE
SECTION**

Item G.1.d.

CEMETERY & PUBLIC GROUNDS MAINTENANCE SECTION

July 2017 through June 2018

The information in this report reflects man-hours and man-hour costs for each project performed in the Cemetery and Public Grounds Maintenance Section. The hour and costs were generated from actual payroll records. Also included is cemetery interment information.

<u>Cemetery</u>	<u>MANHOURS</u>	<u>M.H. COST</u>
Mowing	1,609.50	\$22,515.22
String Trim	487.5	\$6,838.17
Grave Open/Close/Funeral Assist	1,357.5	\$20,761.68
Check Graves/Fill/Sod Repair	368.5	\$5,721.23
Tree/Brush Removal, Weed Control	377.5	\$5,008.83
Trash Removal	81	\$1,187.48
Leaf Pick Up	132	\$2,249.85

CEMETERY GRAND TOTAL: \$64,282.47

<u>City Parks</u>	<u>MANHOURS</u>	<u>M.H. COST</u>
Playground Inspections	599.9	\$7,147.78
Playground Repairs/Installation	215.5	\$2,878.89
Restroom Cleaning/Maintenance	232	\$3,274.20
Tree/Brush Removal	170.5	\$2,114.81

CITY PARKS GRAND TOTAL: \$15,415.68

Building & Grounds**MANHOURS****M.H. COST**

Mow/Trim	7,253.6	\$82,517.15
Equipment Cleaning	64.5	\$1,092.38
Equipment Maintenance Repair	297.5	\$4,226.15
Building Maintenance Repair	86	\$1,309.56
Tree/Brush Trimming	75.5	\$1,382.36
Tree/Brush Removal	84	\$2,000.95
Watering Operations	22	\$337.99
Graffiti/Vandalism	39	\$524.14

BUILDING & GROUNDS GRAND TOTAL: \$93,390.68**Rec Trails****MANHOURS****M.H. COST**

Cleaning/Clearing	288.5	\$4,002.81
Repair/Replace	9	\$134.68

REC TRAILS GRAND TOTAL: \$4,137.49**Cemetery Snow Operations****MANHOURS****M.H. COST**

Snow Plowing/Blowing/Salt/Sand	80	\$1,506.86
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CEMETERY SNOW OPERATIONS GRAND TOTAL: \$1,506.86

Item G.1.d.

<u>Miscellaneous</u>	<u>MANHOURS</u>	<u>M.H. COST</u>
Trainings/Meetings	64	\$1,388.84
Miscellaneous Tasks (cemetery)	997.5	\$14,417.99
Miscellaneous Tasks (parks)	175	\$2,372.63

MISCELLANEOUS GRAND TOTAL: \$18,179.46

TOTAL OF ALL SERVICES: \$196,912.64

**CEMETERY SECTION
ANNUAL REPORT
July 1, 2017 - June 30, 2018**

Interments:

Greenwood	60
Fairview	42
Hillside	14

Disinterment:

2

Spaces Sold:

Greenwood	56
Fairview	46
Hillside	8

Services:

Cremations	53
Saturday	28
Less than 8 hrs. notice	2
After 3:00p.m.	1

Receipts:

Perpetual Care

Greenwood	\$8,655
Fairview	\$7,005
Hillside	\$1240
	\$16,900

Burial Permits	\$71,045
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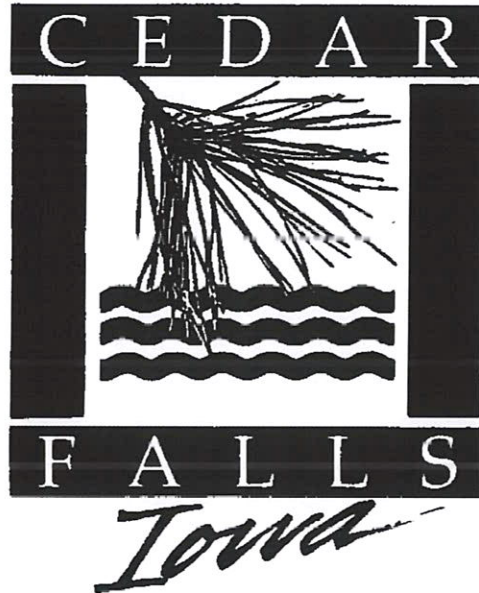
Lot Sales	\$67,600
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Marker Permits	\$6,435
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Deed changes	\$360
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Total Receipts:

\$162,340



GOLF SECTION

**DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS
PUBLICS WORKS/PARKS DIVISION
GOLF SECTION**

July 2016 through June 2017

The information in this report reflects man-hours and man-hour costs for each project performed in the Golf Section. The hours and staff costs were generated from actual payroll report records. Mechanic man-hour reports are reflective of the first half of the fiscal year only prior to the complete transition to contracted operations.

<u>Task</u>	<u>Project Code</u>	<u>Man Hours</u>	<u>Man Hour Cost</u>
Misc. Labor	528	30.00	\$1011.18
Administration	533	40.00	\$1348.26
Irrigation	542	169.25	\$2,151.54
Training/Meetings	188	101.00	3400.78
Supervision	537	92.00	\$3100.91
Golf course Assistance mechanic	91	<u>683.50</u>	<u>\$10,779.39</u>
GRAND TOTAL OF ALL SERVICES		1115.75	\$21,792.06



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: Matthew Tolan, EI, Civil Engineer II
DATE: August 29, 2018
SUBJECT: 2018 Seal Coat Project
Project No. SC-000-3163
Bid Opening Approval

On Tuesday, August 28th, 2018 at 2:00 p.m., bids were received and opened for the 2018 Seal Coat Project. One (1) bid was received from Blacktop Service Co. of Humbolt, Iowa:

	<i>Bid Total</i>
Blacktop Service Co.	\$136,174.67

The Engineer's Estimate for this project was originally \$145,122.04. Blacktop Service Co. Bid of \$136,174.67 is approximately 6.2% below the Engineers Estimate. Attached is a bid tab for your reference.

As a result of the bid, the Engineering Division recommends acceptance of this low bid from Blacktop Service Co. in the amount of \$136,174.67.

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

BID TAB
 PROJECT NAME: Seal Coat - 2018
 PROJECT NO.: SC-000-3163
 BID OPENING: 2:00 p.m., Tuesday, August 28, 2018

**ENGINEERING DIVISION
 DEPARTMENT OF COMMUNITY DEVELOPMENT
 CITY OF CEDAR FALLS**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNITS	ENGINEER'S COST ESTIMATE		1) Blacktop Service Co. 16 N. Taft / Box 632 Humbolt, Ia. 50548		2)	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	SURFACE PREPARATION, STREETS & PARKS	47,818.86	S.Y.	0.35	16,736.60	\$ 0.25	\$ 11,954.72		
2	SEAL COAT, MUNICIPAL OPERATIONS	38,763.88	S.Y.	1.95	75,589.57	\$ 1.79	\$ 69,387.35		
3	SEAL COAT, MUNICIPAL PROGRAMS	16,287.39	S.Y.	2.50	40,718.48	\$ 2.38	\$ 38,763.99		
4	PAVEMENT MARKINGS, PAINTED	50.53	STA.	80.00	4,042.40	\$ 54.00	\$ 2,728.62		
5	PAVEMENT MARKINGS, HANDICAPPED SYMBOL	2.00	EA.	150.00	300.00	\$ 60.00	\$ 120.00		
6	PAVEMENT MARKINGS, RAILROAD CROSSING SYMBOLS	2.00	EA.	250.00	500.00	\$ 110.00	\$ 220.00		
7	MOBILIZATION	1.00	L.S.	3,000.00	3,000.00	\$ 10,000.00	\$ 10,000.00		
8	TRAFFIC CONTROL	1.00	L.S.	4,235.00	4,235.00	\$ 3,000.00	\$ 3,000.00		
					\$145,122.04	Total Bid: \$ 136,174.67		Total Bid:	

FILENAME: G:\USERS\ENGI\PROJECTS\18Sealcoat\BIDTAB.XLS

101

Item G.1.e.



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: August 30, 2018
Re: Special Event Related Requests

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

- (1) Street closure, Coventry Lane (neighborhood event), September 13, 2018.
- (2) Parking variance, West 2nd Street (Electric Vehicle Drive Day), September 15, 2018.
- (3) Street closure, College Street (College Hill Farmers Market), September 20, 2018 & October 18, 2018.
- (4) Grant Wheeler Memorial 5K Run/Walk, October 27, 2018.



MEMORANDUM

CEDAR FALLS POLICE DEPARTMENT

REVISED: 12-03-2003

DATE: 08/26/2018

TO: A/C Berte
FROM: Captain Sitzmann
SUBJECT: Street Closure Request

Approved
[Signature]

A/C Berte,

Luann Alemao has requested a street closure for a block party scheduled for September 13th from 6-8:00 PM. She has requested that the 2100-2300 blocks of Coventry Lane be closed for this event. I have corresponded with Luann and she has been informed that our Public Works Department needs to be notified to drop off barricades and that she is responsible for paying the fee for the barricades. All residents of Coventry Lane will be made aware of the block party.

This street is not heavily traveled and I do not anticipate any traffic or parking problems associated with the event. I recommend we approve the request from Luann Alemao as written.

Item G.1.f.

Jeff Sitzmann

From: Luann Alemao <l.alemaoassoc@cfu.net>
Sent: Thursday, August 23, 2018 12:20 PM
To: Jeff Sitzmann
Subject: Neighborhood get together on Coventry Lane

Follow Up Flag: Follow up
Flag Status: Flagged

Jeff,
I am reaching out to you about a neighborhood event on Coventry Lane. We would like to block off the street on Sept 13th from 6-8pm.
We would like to request cones for the west and east portions of the street.
Let me know what other information that you need. I was told by the officer that I talked to that you would drop them off.

Thanks again and let me know more details that I need to know.

Warmly,
Luann

 **Luann Alemao**
& Associates Educator, Speaker & Trainer
Leadership, Image, Etiquette, Food & Nutrition
Professionally trained Blue Zones speaker and coach

2317 Coventry Lane
Cedar Falls, IA 50613
<http://www.laanda.com>
319-266-8021

"It's the little things that we do and chew that make the bigger difference."



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MEMORANDUM

CEDAR FALLS POLICE DEPARTMENT

REVISED: 12-03-2003

DATE: 08-29-2018

TO: Director Jeff Olson
FROM: Lt. Kurt Schreiber
SUBJECT: Parking variance

APPROVED
[Signature]
PARKING VARIANCE

Director,

Dale Olson is hosting an Electric Vehicle Drive Day on September 15 from 0800 hours to 1200 hours. The event consists of electric vehicles parking in the marked parking stalls on the south side of the 300 block of W. 2nd St, directly north of the Overman Park Bandshell. The event is held in conjunction with the Farmer's Market.

Electric cars are parked on display and some leave and return during the event. There is no road closure or barricades required. No Parking signs will be posted for the parking spaces on the south side of the 300 Block of W. 2nd St. prior to the event.

This event is held annually and has never caused any traffic issues. I recommend approval of the variance request as submitted.

Kurt Schreiber
Lieutenant, CFPD

Item G.1.f.

Kurt Schreiber

From: Craig Berte
Sent: Tuesday, August 28, 2018 8:11 AM
To: Kurt Schreiber
Cc: Brooke Heuer; Jeff Sitzmann; Mandy Thurm
Subject: FW: Parking Variance request for Sept 15, 2018, EV Drive Day

Kurt,

Please contact Mr. Olson and discuss barricades, payments, etc. This is a pretty simple, reoccurring event. I do need your approval memo for the council within a day or two if possible as this will go to next Tuesday's council meeting. Thanks

From: Dale Olson [<mailto:dale.olson@uni.edu>]
Sent: Thursday, August 23, 2018 2:39 PM
To: Craig Berte
Subject: Parking Variance request for Sept 15, 2018, EV Drive Day

August 23, 2018

Captain Craig Berte,
Cedar Falls Police Department,
Craig.Berte@cedarfalls.com

Dear Captain Berte,

I am helping organize an Electric Vehicle Drive Day in conjunction with the September 15, 2018 Farmers Market adjacent to Overman Park, 8 am to noon.

I understand that any parking variances/street closures outside of the area already designated for the Farmer Market require a written application to the City Council for their approval. The details are as follows

- a. Event: Electric Vehicle Drive Day
 - i. Private Owners and dealers will bring plug-in vehicles. Private owners will answer questions, and, possibly, offer a ride. Dealers would be able to offer a drive.
 - b. Date and time: September 15, 2018, Saturday, 8 am to noon, in conjunction with the Overman Park Farmer's Market.
 - c. Location: North side of Overman Park
 - i. The reserved parking would extend for one block behind the Overman Park band shell, along the south side of 2nd street, between Clay and Tremont.
2. I will arrange visible signage at both the Clay Street and the Tremont Street intersections. Also, signage will also be placed near the booth area of the Farmer's Market.

Thanks for your assistance!

Dale Olson
4411 Briarwood Drive,
Cedar Falls, IA 50613

Phone: 319-277-2445

Email: dale.olson@uni.edu

Dale

Dale Olson, Professor of Physics, Emeritus

University of Northern Iowa

Business Cell: 319-215-5501

[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: 08/17/18

TO: Asst. Chief Berte

FROM: Capt. Harrenstein

SUBJECT: Road Closure/Noise Variance Request

Approval
JRC
SEP 20
OCT 18

The attached memo from College Hill Partnership is being recommended for approval. The memo requests a road closure of the 2200 block of College St. on Sept. 20 and again on Oct. 18th. The hours for each closure are 2:30-6:30 PM. In addition, a noise variance is also requested for the same dates and times to due to amplified music being played.

A \$25 barricade fee will be required for each event and barricades will need to be delivered to the area of 22nd/College and 23rd/College on or before Sept. 20 and again on Oct. 18. Police will assist with parking concerns by posting signs 48 hours prior to each event.

See attached request for more details.

Item G.1.f.



August 13, 2018

To whom it may concern:

The College Hill Partnership in partnership with the College Hill Farmers Market requests to have College Street from W 22nd Street to W 23rd Street for the following dates:

Sept 20th 2018

October 18th 2018

Date of road closure requested: September 20th, October 18th

Event being held: College Hill Farmers Market. College Hill Partnership worked with two other organizations for the College Hill Farmer Market Opening day and received very positive feedback from customers, neighbors, businesses, and the vendors of the Farmers Market about how much improved the market was when it was on the Hill. Because the first event was so well attended, worked to promote healthy choices, increased traffic to the Hill the College Hill Partnership and Farmers Market would like to host a few other markets on the Hill. There will not be any alcohol served in closure area. There will be kids events, games all within blocked off area, there will also be music played through sound system. Event will be held from 4pm-6pm.

Purpose of Event: Increase traffic to the Hill businesses, Promote healthy choices in the Cedar Valley, increase traffic to the College Hill Farmers Market, and promote community.

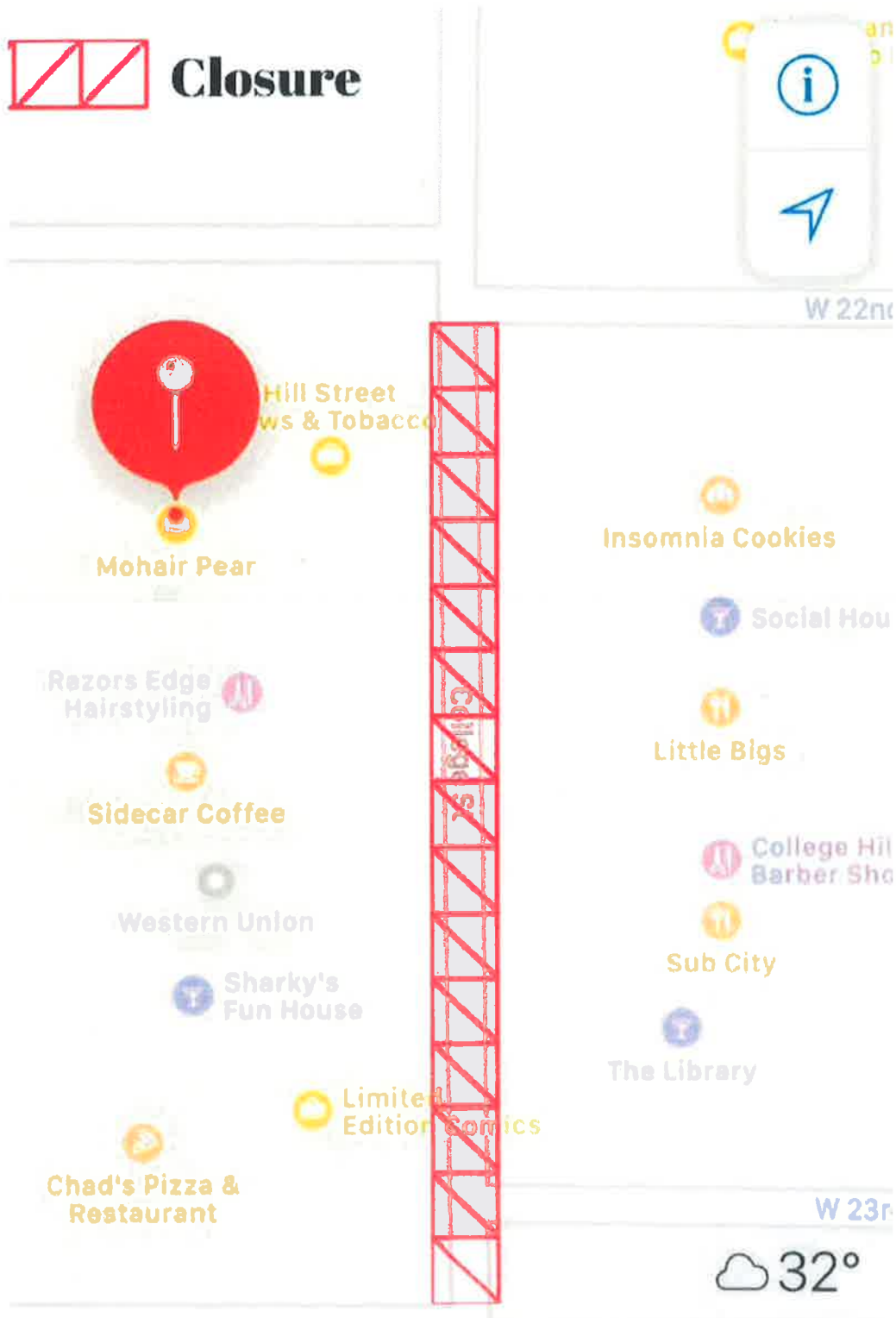
Location of Road closure: College Street from W 23rd Street To W 22nd Street (see map attached). To insure there is still ample parking for the Market and College Hill Businesses we would keep the parking lot South of 22nd Street open (when it would normally be closed to house the Farmers Market).

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

Request times to close street: College Street from 23rd Street to 22nd Street: 2:30pm-6:30pm on the two specific dates.

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

Kathryn Sogard
College Hill Partnership Executive Director





MEMORANDUM

CEDAR FALLS POLICE DEPARTMENT

REVISED: 12-03-2003

DATE: 08/20/18

TO: A/C Craig Berte

FROM: Captain Jeff Sitzmann

SUBJECT: Grant Wheeler Memorial 5K

APPROVED
[Signature]

A/C Berte,

Donald Williams from Orchard Hill Church has requested permission to conduct the 17th Annual Grant Wheeler Memorial 5K Run on October 27th at 9:00 Am. As in the past, the majority of the 5K will be on the bike trail but the runners will be crossing city streets at times. Event organizers will have staff throughout the course and will assist the runners as they cross the streets. The most significant intersection will be Greenhill and South Main St. We have always assisted at this intersection in the past and we will be able to do so again this year.

I recommend approval of the request as it is written. No special parking or noise permits are associated with this event. 1st shift supervisors will work with staff to coordinate and plan the 5k.

Item G.1.f.

August 13, 2018

Mayor Jim Brown and
The Cedar Falls City Council
220 Clay Street
Cedar Falls
Iowa, 50613

Dear Mayor Brown and Council members,

We would like to request permission to run the 17th **AND LAST** annual Grant Wheeler Memorial 5K Run/Walk on Saturday, October 27, 2018. The race would start at 9:00 AM and would start and finish at Orchard Hill Reformed Church on 3900 Orchard Hill Drive in Cedar Falls. Grant was killed in an automobile accident on Friday September 27, 2002. Orchard Hill Reformed Church and The Cedar River Runners Club wants to continue to put on this event with all of the proceeds going to the Grant Wheeler Memorial Scholarship Fund. Scholarships continue to be given out to local area runners who display Grant's positive characteristics of love, encouragement and faith.

The course is run from Orchard Hill Reformed Church on Elmridge west to Eastpark, north crossing Orchard at Woodridge, west on Lilac which changes to Colorado at Dallas Drive then on the trail system from the insertion point at the end of Colorado Road all the way back to the corner of Orchard Hill Drive and Green Hill Road. The major intersection affected will be the trail crossing South Main at the intersection with Greenhill Road, prior to that the route crosses Orchard at Eastpark and Boulder at Lilac. Both of those crossing are early in the first mile. The South Main Street crossing is just after the two mile mark. Because of the popularity we continue to have around 200 people participate in this event.

Thank you for considering our request. I can be reached at 290-8155. My email address is dwilliams@OrchardHillChurch.ORG.

Sincerely,



Donald G. Williams

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 Masala Market
Physical Location Address 913 W 23rd St. City Cedar Falls ZIP 50613
Mailing Address 913 W 23rd St. City Cedar Falls State IA ZIP 50613
Business Phone Number 319-277-3227

Legal Ownership Information:

Type of Ownership: Sole Proprietor [] Partnership [] Corporation [x] LLC [] LLP []
Name of sole proprietor, partnership, corporation, LLC, or LLP MANI CORP.
Mailing Address 913 W 23rd St City Cedar Falls State IA ZIP 50613
Phone Number 773-630-8484 Fax Number Email IMRAN.MANI8484@gmail.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 [] Drug store []
Grocery store [x] 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) ASHFAQ AHMAD Name (please print)
Signature [Signature] Signature
Date 8/17/18 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 [x] 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: August 30, 2018
Re: Beer/Liquor License Applications

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

Name of Applicants:

- (1) Metro Mart, 103 Franklin Street, Class C beer - renewal.
- (2) Sidecar Coffee, 2215 College Street, Special Class C liquor & outdoor service - renewal.
- (3) The Brass Tap, 421 Main Street, Class C liquor & outdoor service - renewal.
- (4) Wilbo, 118 Main Street, Class C liquor - renewal.
- (5) Casey's General Store, 1225 Fountains Way, Class E liquor - renewal.
- (6) Great Wall, 2125 College Street, Class E liquor - renewal.
- (7) The Music Station, 1420 West 1st Street, Class E liquor - renewal.
- (8) Amvets, 1934 Irving Street, Class A liquor & outdoor service - temporary expansion of outdoor service area. (September 21-23, 2018)
- (9) Mary Lou's Bar & Grill, 2719 Center Street, Class C liquor - temporary outdoor service. (September 7-8, 2018 and September 29-30, 2018)
- (10) College Hill Partnership (Oktoberfest), Municipal Lot G, Class B beer & outdoor service - 5-day permit.



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

Financial Services Division

TO: Jacque Danielsen, City Clerk
FROM: Andrea Ludwig, Administrative Clerk
DATE: July 31, 2018
SUBJECT: Property Assessments

Attached is paperwork regarding one (1) property that had their lawn mowed by the City of Cedar Falls. We have been unsuccessful in collecting this invoice through our normal accounts receivable process. Can you please start the process of assessing these fees against the owner's property taxes?

Ruth Walker
2208 Coventry Lane
Cedar Falls, IA 50613

\$421.01 May 2018
0.00 2018 (fees)
\$421.01 Total owed

Property address: 2208 Coventry Ln., CF
Parcel #8914-11-354-008

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

Item G.2.a.

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

NOTICE OF PROPOSED FINAL ASSESSMENT PROCEEDINGS

v.

RUTH WALKER

TO THE ABOVE-NAMED PERSON(S): Ruth Walker

PROPERTY DESCRIPTION: 2208 Coventry Lane, Cedar Falls, Iowa
Black Hawk County Parcel #8914-11-354-008

LEGAL DESCRIPTION OF PROPERTY: Hearthside Addition, Lot 167, Cedar
Falls, Black Hawk County, Iowa.

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to mow and clear overgrown vegetation on the property located at 2208 Coventry Lane pursuant to City of Cedar Falls Ordinance Section 20-262. This matter is currently set on the Cedar Falls City Council agenda for **September 4, 2018**.

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

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

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By



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

Enclosures.

Exhibit "A"

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

RESOLUTION NO. _____

RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO MOW AND CLEAR OVERGROWN VEGETATION ON THE PROPERTY LOCATED AT 2208 COVENTRY LANE, CEDAR FALLS, IOWA, PARCEL ID 8914-11-354-008

WHEREAS, it was determined that the property located at 2208 Coventry Lane, being legally described as Hearthside Addition, Lot 167, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-11-354-008, was in violation of City of Cedar Falls Ordinance Section 20-262 for failure to mow and maintain the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not abate the nuisance, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause the property located at 2208 Coventry Lane (Parcel ID 8914-11-354-008) to be mowed and cleared of overgrown vegetation, and by doing so, incurred expenses for said services, and

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

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to mow and clear overgrown vegetation on the above-described property, in the amount of \$421.01, be assessed as a lien against the following described real estate, as provided by law, together with the administrative expense of \$5.00, and a \$37.00 filing fee to the Black Hawk County Recorder's Office, pursuant to Cedar Falls Code Section 18-5, said real estate being legally described as follows:

Hearthside Addition, Lot 167, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-11-354-008

BE IT FURTHER RESOLVED that the City Clerk of the City of Cedar Falls, Iowa, is hereby authorized and directed to place said assessment of record with the proper officials of Black Hawk County, Iowa, in order to make the assessment a lien against the above-described real estate, to be collected in the same manner as property taxes, as provided by law.

PASSED AND ADOPTED this 4th day of September, 2018.

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

Item G.2.a.



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA

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

July 11, 2018

Ruth Walker
2208 Coventry Lane
Cedar Falls, IA 50613

Dear Ruth Walker,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-mowing on 5/31/18 for \$421.01, as well as late fees of \$0.00 for a total amount due of \$421.01. **If no payment is received by July 30, 2018 we will put a lien on your property.**

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

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

Sincerely,

City of Cedar Falls

A handwritten signature in black ink, appearing to read "Andrea Ludwig".

Andrea Ludwig
Administrative Clerk

Enclosure

STATEMENT OF ACCOUNT

Item G.2.a.

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

(319) 273-8600

TO: RUTH WALKER
 2208 COVENTRY LANE
 CEDAR FALLS, IA 50613

DATE: 6/29/18

CUSTOMER NO: 4118/4118

TYPE: MS - MISCELLANEOUS

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

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

CURRENT	30 DAYS	60 DAYS	90 DAYS
	421.01		

DUE DATE: 7/30/18

PAYMENT DUE: 421.01
 TOTAL DUE: \$421.01

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 6/29/18 DUE DATE: 7/30/18 NAME: WALKER, RUTH
 CUSTOMER NO: 4118/4118 TYPE: MS - MISCELLANEOUS

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

TOTAL DUE: \$421.01

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

(319) 273-8600

TO: RUTH WALKER
 2208 COVENTRY LANE
 CEDAR FALLS, IA 50613

DATE: 6/29/18

CUSTOMER NO: 4118/4118

TYPE: MS - MISCELLANEOUS

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
	6/30/17	BEGINNING BALANCE			194.05
PMISC	8/15/17	MOWED GRASS; REMOVED VOL.	33330	9/14/17	765.73
		Charge transferred /17			
		PROFESSIONAL LAWN CARE INV, NO.	13810	\$712.50	
		CODE ENFORCEMENT		51.55	
		PER ORDINANCE 20-262			
PMISC	8/15/17	**** Collection ****			194.05-
		WALKER, RUTH			
PMISC	10/31/17	Charge transfer		11/30/17	765.73-
		MOWED GRASS; REMOVED VOL.			
PMISC	6/07/18	MOWED LAWN& TRIMMED TREES	34191	7/09/18	421.01
		ON 5/31/18 PER ORD.20-262			
		PROFESSIONAL LAWN CARE INV.#14428			\$367.50
		CODE ENFORCEMENT			\$53.51

CONTINUED ON NEXT PAGE...

INVOICE

Item G.2.a.

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

(319) 273-8600

TO: RUTH WALKER
2208 COVENTRY LANE
CEDAR FALLS, IA 50613

INVOICE NO: 34191
DATE: 6/07/18

CUSTOMER NO: 4118/4118

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	MOWED LAWN& TRIMMED TREES ON 5/31/18 PER ORD.20-262 PROFESSIONAL LAWN CARE INV.#14428 CODE ENFORCEMENT	421.01	421.01
			\$367.50
			\$53.51

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

TOTAL DUE: \$421.01

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 6/07/18 DUE DATE: 7/09/18
CUSTOMER NO: 4118/4118

NAME: WALKER, RUTH
TYPE: MS - MISCELLANEOUS

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

INVOICE NO: 34191
TERMS: NET 30 DAYS

AMOUNT: \$421.01



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

LEGAL NOTICE OF NUISANCE TO BE ABATED:
GRASS AND WEEDS

EFFECTIVE DATE OF THIS NOTICE: 5/22/2018 Case # 18-0122-GRSS
PROPERTY RESIDENT:
PROPERTY ADDRESS: 2208 Coventry Ln
Property Owner Name: Ruth Walker
Property Owner Address: 2208 Coventry Ln
Cedar Falls, IA 50613

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

HEARTHESIDE ADDITION LOT 167

Please refer to Ordinance Section 20-262 for orientation purposes and compliance requirements. Your cooperation in complying with this ordinance is appreciated. The City will inspect the property in seven (7) days from the date of this mailing notice, on 5/29/2018, to confirm compliance with the Ordinance requirements. If the property is not brought into compliance after the seven days, the City will mow the property to bring it into compliance.

Further, please be notified that the actual cost and expense of cutting or otherwise destroying the vegetation (manpower, equipment, fuel, etc.), together with the costs of supervision and administration up to the time the property is brought into compliance, shall be recovered by an assessment against the tract of land on which the vegetation is growing. The City shall send an invoice for the total expenses incurred by regular mail to the property owner who failed to abide by the notice to abate, and if the amount shown by the invoice has not been paid within 30 days of the invoice date, the City Clerk shall certify the total amount of the invoice plus any administrative costs to the County Treasurer and such costs shall then be collected with, and in the same manner as, general property taxes.

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

Handwritten signature of Stephanie Moore

Officer Stephanie Moore
Police Officer (Code Enforcement Officer)

"OUR CITIZENS ARE OUR BUSINESS"

Item G.2.a.





Item G.2.a.





**DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS
RECREATION DIVISION**

110 EAST 13th STREET
CEDAR FALLS, IOWA 50613
319-273-8636
FAX 319-273-8656
www.CEDARFALLS.COM

TO: Honorable Mayor Jim Brown and City Council

FROM: Bruce Verink, Recreation and Community Programs Division Manager

DATE: August 23, 2018

RE: Utilization of School Bus Services

Staff is respectfully requesting the City Council approve the attached boilerplate contract with the Cedar Falls School District for the use of school buses and their drivers to transport Camp Cedar Falls participants to different area sites during the summer months.

City Attorney, Kevin Rogers, has reviewed the attached contract along with the legal representative for Cedar Falls School District over the recent months, updated as needed, and is in the best interests of both parties.

During the summer months, Camp Cedar Falls is held at numerous school sites locally. To give campers a wide range of experiences during each week of camp, field trips are taken to different sites in the community. Examples of the field trips include but are not limited to, trips to the Falls Aquatic Center, the Hearst Center for the Arts, Pheasant Ridge Golf Course, Lost Island, Hartman Reserve, Get Air, Hicks Place, and other locations of interest. Field trips are planned well in advance by Rec staff who then coordinate travel with the school district. An example of a tentative travel schedule is attached for informational purposes.

The contract with the schools will remain the same year after year until mutually changed by both parties but sites and travel requests will be subject to change each summer.

Please contact me with any questions you may have regarding this request.

Agreement for Utilization of School Bus Services for Non-School Travel

This Agreement is entered into this 10th day of August, 2018, by and between the Cedar Falls Community School District ("CFCSD") and the City of Cedar Falls.

RECITALS

- A. The Organization wishes to use, and the CFCSD wishes to allow the use of, school buses owned by CFCSD (the "Buses") that are not otherwise in use by the CFCSD during certain months.
- B. The Buses may be used by groups and organizations other than the CFCSD as provided in the Cedar Falls Board of Education Policy 702.3, a copy of which is attached hereto as Exhibit "A."
- C. The parties wish to enter into this Agreement for the terms and conditions governing the use of the Buses by the Organization.

AGREEMENT

Now, therefore, the parties hereby agree to the following:

1. **Use of Buses.** CFCSD will allow the Organization to use Buses in accordance with the provisions of this Agreement and the policies of the CFCSD and Cedar Falls Board of Education, as the foregoing policies may exist from time to time.
2. **Trip Request and Summary.** This Agreement shall serve as a master agreement governing the Organization's use of the Buses between the date hereof and the termination of this Agreement as described in Section 7 below (the "Use Period"). During the Use Period, the Organization shall be responsible to provide to CFCSD at least three (3) business days in advance of each trip a request for the Organization's use of one or more Buses. Such a request shall be substantially in the form attached as Exhibit "B." Furthermore, the Organization shall provide a trip summary as shown at the bottom of Exhibit "B" within one (1) business day following each trip, signed by the driver who operated the Bus on the trip and also signed by an authorized representative of the Organization.
3. **Fees.** The Organization agrees to pay CFCSD an amount not to exceed the actual cost to CFCSD for the Organization's use of the Buses on each trip, as determined by CFCSD and as billed to the Organization by CFCSD. Such fees may include, but may not be limited to, the actual cost for the driver and a per mile charge for depreciation of the Bus, fuel, and other related matters. In the event of a cancellation of any trip prior thereto, the Organization may still be charged a fee if CFCSD incurred actual costs in preparation for the Organization's trip. CFCSD may bill the Organization for costs as described in this Section 3 after each such trip or on a monthly basis, or on any other commercially reasonable schedule. The Organization agrees to pay any such fees promptly.
4. **Discretion and Availability.** CFCSD shall respond to any Trip Request as soon as practicable; however, CFCSD may deny any such Request due to a lack of availability of Buses or drivers, or if CFCSD, in its sole discretion, elects to deny such request for any other reason.

5 Conditions of Use. Any use of Buses by the Organization shall be subject to the following
Item G.2.b. conditions:

- a. Only CFCSO drivers may operate the Buses at any time.
- b. The Organization is responsible to ensure all riders follow the instructions of the driver at all times.
- c. Use of tobacco and/or alcohol is prohibited at all times on Buses.
- d. Non-alcoholic drinks may be taken on and/or consumed aboard Buses only if they are in containers made of materials other than glass.
- e. Gear must be stowed in accordance with the directions of the driver.
- f. The Organization shall be responsible for leaving the Buses in clean condition. If CFCSO incurs any costs for cleaning the interior of any Buses due to use of the Organization, the Organization will promptly reimburse CFCSO for such costs. Such costs may or may not be billed separately from other fees described in Section 3.
- g. All riders must refrain from activities or noise levels that create a safety hazard or distraction to the driver.
- h. The Organization shall comply with any rules and regulations provided in writing by the CFCSO from time to time, including but not limited to the Cedar Falls Board of Education Policy 702.3.

6. Liability. The Organization shall be responsible for all damages and claims arising from the Organization's use of the Buses pursuant to this Agreement, except to the extent that such damages and/or claims arise from the negligence or willful conduct of CFCSO or its agents. Without limiting the foregoing, the Organization acknowledges that it is solely responsible for the supervision of riders and ensuring that such riders act in compliance with the provisions of this Agreement, including but not limited to the provisions of Section 5.

7. Termination. This Agreement shall remain in effect until it is terminated by either party by giving no less than sixty (60) days advance written notice to the other party.

8. Miscellaneous Provisions.

- a. This Agreement shall be binding upon the parties, their legal representatives, successors, and assigns.
- b. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application thereof to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- c. This Agreement shall be subject to and governed by the laws of the State of Iowa.
- d. The Organization may not assign any rights or delegate any obligations provided for in this Agreement without the prior written consent of CFCSO.
- e. The individuals signing on behalf of CFCSO and on behalf of the Organization, by their signatures hereto, acknowledge and affirm that each has authority to bind their respective entity or organization.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Signature: 
CEDAR FALLS COMMUNITY SCHOOL
DISTRICT

By: Douglas J. Metzger
Its: Dir. of Business Affairs

Signature: _____
Organization: _____

By:
Its:

Cedar Falls Board of Education Policy 702.3

Policy Title: *Use of School Bus Services by Community Groups* Code No. 702.3

All local civic, religious, fraternal, patriotic and community welfare organizations, including any individuals or groups interested in promoting cultural, educational or recreational activities are eligible to use school buses, providing the travel to be conducted is not contrary to the public interest. The Board of Education and/or the school administration reserve the right to refuse rental of the buses for any travel.

Such school bus services may be provided under the following conditions:

1. The service must be provided at a time which will not interfere with student transportation.
2. The travel must be to a location in the Black Hawk County area.
3. The request must have been approved by the director of human resources or the director of business affairs.
4. The contracting party shall pay an amount not to exceed the pro rata cost of transportation, as determined by the district.
5. A properly executed rental contract must have been executed through the business office.
6. All rules and regulations specified on the contract of rental must be followed by the requesting party and all persons being transported.
7. The routes to be traveled and the destination must have been approved in advance by the director of human resources or the director of business affairs.
8. All judgments as to road and weather conditions will be made by school officials. After travel has begun, the driver shall have the necessary authority to cancel any travel because of road or weather conditions.
9. Only regular route drivers or regular substitute drivers employed by the Cedar Falls Community School will be allowed to operate buses during travel under this policy.

All organizations and persons utilizing school bus services under this policy must agree to reimburse the Cedar Falls Community School District for any and all damages to buses and/or equipment arising from the actions of the organizations or persons.

Item G.2.b.

Exhibit "B"

CF REC TRAVEL TENTATIVE SCHEDULE 18 updated 6/22/18

Date	Day	Week	Destination	Depart*	Return
June 12	Tues	1	All 3 Camps to the Falls Aquatic Center	12:30	3:00
June 13	Wed		All 3 Camps to Hartman Reserve	12:30	3:00
June 14	Thurs		All 3 Camps to the Falls Aquatic Center	12:30	3:00
June 19	Tues	2	Cedar Heights to STEM trailer @ Peet Hansen to STEM trailer @ Peet Peet to Hicks Place Cedar Heights to Falls Aquatic Center	8:45 12:30 12:30 12:30	11:00 3:00 3:00 3:00
June 20	Wed		Cedar Heights to Hicks Place Hansen to the Falls Aquatic Center	12:30 12:30	3:00 3:00
June 21	Thurs		Hansen to STEM trailer @ PEET Cedar Heights to STEM trailer @ PEET Hansen to Hicks Place Peet to the Falls Aquatic Center	8:45 12:30 12:30 12:30	11:00 3:00 3:00 3:00
June 26	Tuesday	3	All 3 Camps to the Falls Aquatic Center	12:30	3:00
June 27	Wed		All 3 Camps to Waterloo Bucks (11:05)	10:30	2:30
June 28	Thur		All 3 Camps to the Falls Aquatic Center	12:30	3:00
July 3	Tue	4	All 3 Camps to the Falls Aquatic Center	12:30	3:00
July 5	Thurs		All 3 Camps to the Falls Aquatic Center	12:30	3:00
July 10	Tues	5	All 3 Camps to the Falls Aquatic Center	12:30	3:00
July 11	Wed		All 3 Camps to Gateway Park	12:30	3:00
July 12	Thurs		All 3 Camps to the Falls Aquatic Center	12:30	3:00
July 17	Tues	6	Peet to Get Air 1 - 2:00 CH and Hansen to the Falls Aquatic Center	12:30 12:30	2:00 3:00
July 18	Wed		Cedar Heights to Get Air 1 - 2:00 Peet & Hansen to the Falls Aquatic Center	12:30 12:30	2:00 3:00
July 19	Thurs		Hansen to Get Air 1 - 2:00 CH & Peet to the Falls Aquatic Center	12:30 12:30	2:00 3:00
July 24	Tues	7	CH/Hansen Camps to the Falls Aquatic Center Peet to Hearst Center for the Arts	12:30 12:45	3:00 2:30
July 25	Wed		Hansen/Peet Camps to Falls Aquatic Center Cedar Heights to Hearst for the Arts	12:30 12:45	3:00 2:30
July 26	Thur		CH/Peet Camps to the Falls Aquatic Center Hansen to Hearst for the Arts	12:30 12:45	3:00 2:30
July 31	Tues	8	Peet to Pheasant Ridge Foot Golf Hansen/CH to the Falls Aquatic Center	12:30 12:30	3:00 3:00
Aug 1	Wed		Cedar Heights to Pheasant Ridge Foot Golf Hansen/Peet to the Falls Aquatic Center	12:30 12:30	3:00 3:00
Aug 2	Thurs		Hansen to Pheasant Ridge Foot Golf Peet/CH to the Falls Aquatic Center	12:30 12:30	3:00 3:00
August 7	Tues	9	All Camps to the Falls Aquatic Center	12:30	3:00
August 8	Wed		All Camps to Lost Island	11:30	3:00
August 9	Thurs		All Camps to the Falls Aquatic Center	12:30	3:00

Camp Maximum Size

Hansen - 6 Staff 40 Children
 Cedar Heights - 5 Staff 32 Children
 Peet Jr. High - 5 Staff 32 Children

Brock Goos office 268 -5524 rec center 273-8636, cell 269-7879
 Scott CF Bus 553-2458, scott.blair@cfschools.org



CEDAR FALLS DEPARTMENT OF PUBLIC SAFETY SERVICES

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

319-273-8612

MEMORANDUM

To: Mayor Brown, City Council Members
From: Jeff Olson, Public Safety Director/Chief of Police
Date: August 24, 2018
Re: Iowa Governor's Traffic Safety Bureau Grant

The Iowa Governor's Traffic Safety Bureau (GTSB) provides funding for local law enforcement agencies for traffic enforcement, equipment and training on an annual basis. The purpose of the grant is to provide emphasis on impaired driving and other traffic violations. This grant request will provide \$5,500 for the city of which \$5,000 will be for direct overtime enforcement and \$500 for training. A copy of the grant is attached.

This grant is similar to past GTSB grants we have receive and I recommend approval of this grant. Thank you for your consideration.

GOVERNOR'S TRAFFIC SAFETY BUREAU
IOWA DEPARTMENT OF PUBLIC SAFETY

CONTRACT NUMBER: State and Community Highway Safety Grant
PAP 19-402-MOAL, Task 02-00-00
ISSUING AGENCY: DPS/Governor's Traffic Safety Bureau
PROJECT CONTRACTOR: Cedar Falls Police Department
PROJECT BUDGET: Highway Safety Funded Amount: \$5,500.00
AGENCY/LAW/SOURCE: National Highway Traffic Safety Administration (NHTSA)
Public Law 114-94, Section 402
DUNS # 16-984-6912

Submit Reimbursement Claims To:

Todd Olmstead, Program Administrator
Governor's Traffic Safety Bureau
215 East 7th Street, 3rd Floor
Des Moines, IA 50319-0248

Issue Payment To:

Cedar Falls Police Department
220 Clay Street
Cedar Falls, IA 50613

Submit Reports To:

Todd Olmstead, Program Administrator
Governor's Traffic Safety Bureau
215 East 7th Street, 3rd Floor
Des Moines, IA 50319-0248
515-725-6122, FAX 515-725-6133

Transmit Contract Information To:

Lieutenant Dan Brown
Cedar Falls Police Department
220 Clay Street
Cedar Falls, IA 50613
319-273-8612, FAX 319-273-8619

The Contractor agrees to furnish and deliver all products and perform all services set forth in the attached Special Conditions for the consideration stated herein. The rights and obligations of the parties to this contract will be subject to and governed by the Special Conditions and the General Conditions. To the extent that any specifications or other conditions which are made a part of this contract by reference or otherwise conflict, the Special Conditions and the General Conditions will control. To the extent that any inconsistency between the Special Conditions and the General Conditions exists, the Special Conditions will control. When approved, the instrument becomes a contract to accomplish the provisions contained within the Fiscal Year 2019 Highway Safety Plan, State and Community Highway Safety Grant 19-402-MOAL, Task 02-00-00, and thereby constitutes an official program with the Governor's Traffic Safety Bureau. This activity meets the requirements of Public Law 114-94 and the requirements set forth in the Governor's Traffic Safety Bureau Procedures Manual, as amended.

IN WITNESS THEREOF, the parties hereto have executed this contract on the day and year last specified below.

CONTRACTOR:

By _____ Date: _____

ISSUING AGENCY:

By  _____ Date: 8-14-18
Patrick J. Hoye, Bureau Chief

Effective Date: 10/01/18 Expiration Date: 09/30/19

Item G.2.c.

SPECIAL CONDITIONS

Article 1.0 Identification of Parties. This Contract is entered into by and between the Iowa Department of Public Safety/Governor's Traffic Safety Bureau (hereafter referred to as DPS/GTSB) and the Cedar Falls Police Department (hereinafter referred to as Contractor).

Article 2.0. Statement of Purpose.

WHEREAS, the Highway Safety Plan is the tool for developing and improving overall safety capabilities; improving the program management and decision-making capabilities of safety officials; addressing special problems or opportunities; and providing a coordination mechanism for the purpose of reducing traffic-related property damage, personal injury and fatal crashes, and

WHEREAS, the DPS/GTSB has been designated to administer the State and Community Highway Safety Programs established under Section 402 of the Fixing America's Surface Transportation Act, as amended, and

WHEREAS, the Contractor has the necessary ability to develop and carry out a portion of that Highway Safety Plan,

THEREFORE, the parties hereto do agree as follows:

Article 3.0 Area Covered. The Contractor will perform all the work and services required under this Contract in connection with and respecting the following areas:

City of Cedar Falls, Iowa and other jurisdiction(s) authorized by a shared enforcement agreement.

Article 4.0 Reports and Products. The Contractor will submit the following reports and products:

- 4.1 A Claim for Reimbursement (HSP-2) form, documentation and, if applicable, an Equipment Accountability Report (HSP-3) form for reimbursement within 90 days of the expense being paid by the Contractor with the exception of the final claim which is due into the DPS/GTSB office no later than November 15, 2019.
- 4.2 A cumulative final report due November 1, 2019 covering accomplishments of Statement of Work and Services.
- 4.3 Any reports and products deemed prudent by the Issuing Agency or Contractor.
- 4.4 A copy of all audit reports within 30 days of completion of said audit.
- 4.5 Monthly activity reports due the 15th of the following month on forms provided by the DPS/GTSB that quantify project activities as well as total departmental effort.

Article 5.0 Designation of Officials.

- 5.1 DPS/GTSB - The Governor's Representative for Highway Safety and the Director of the Governor's Traffic Safety Bureau are the only persons authorized to execute and approve any changes in terms, conditions, or amounts specified in this Contract.
- 5.2 Contractor Designee, Director Jeff Olson, is designated to approve in writing, on behalf of the Contractor, the HSP-2 Claim for Reimbursement and any negotiated changes in this Contract.

Article 6.0 Key Personnel. The Contractor hereby assigns the duties and responsibilities of project administration to Lieutenant Dan Brown, representing the Contractor in this agreement.

Article 7.0 Time of Performance. The services of the Contractor will commence on or after the effective date stipulated on the signature page and will be completed before or by the expiration date.

Article 8.0 Modification of General Conditions. None.

Article 9.0 Additional Special Conditions.

- 9.1 Expense Documentation. The Contractor will document the expenditure of such funds authorized as eligible for reimbursement in accordance with the conditions of this Contract upon submission of the HSP-2 and, for equipment, the HSP-3 as supplied by the DPS/GTSB.
- 9.2 Policies and Procedures. The Contractor will comply with all policies and procedures contained in the Iowa DPS/GTSB Policies and Procedures Manual, as amended, including appropriate attachments provided by the DPS/GTSB in accordance with Section 402 of the Fixing America's Surface Transportation Act, and the Iowa Administrative Code, Section 661, Chapter 20.
- 9.3 Copyrights. The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
 - a. The copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and
 - b. Any rights of copyright to which a grantee, sub grantee or a contractor purchases ownership with grant support.
- 9.4 Debarred, Suspended and Ineligible Status. The Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended or declared ineligible by any agency of the State of Iowa or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. The Contractor will immediately notify the DPS/GTSB if the Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended and Ineligible Contractors by a federal entity.
- 9.5 Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes 23 CFR 1300.31.
 - a. *Title.* Except as provided in paragraphs (e) and (f) of this section, title to equipment acquired under 23 U.S.C. Chapter 4 and Section 1906 will vest upon acquisition in the State or its subrecipient, as appropriate, subject to the conditions in paragraphs (b) through (d) of this section.
 - b. *Use.* All equipment shall be used for the originally authorized grant purposes for as long as needed for those purposes, as determined by the Regional Administrator, and neither the State nor any of its subrecipients or contractors shall encumber the title or interest while such need exists.
 - c. *Management and disposition.* Subject to the requirements of paragraphs (b), (d), (e), and (f) of this section, States and their subrecipients and contractors shall manage and dispose of equipment acquired under 23 U.S.C. Chapter 4 and Section 1906 in accordance with State laws and procedures.

Item G.2.c.

- d. *Major purchases and dispositions.* Equipment with a useful life of more than one year and an acquisition cost of \$5,000 or more shall be subject to the following requirements:
- 1) Purchases shall receive prior written approval from the Regional Administrator;
 - 2) Dispositions shall receive prior written approval from the Regional Administrator unless the equipment has exceeded its useful life as determined under State law and procedures.
- e. *Right to transfer title.* The Regional Administrator may reserve the right to transfer title to equipment acquired under this part to the Federal Government or to a third party when such third party is eligible under Federal statute. Any such transfer shall be subject to the following requirements:
- 1) The equipment shall be identified in the grant or otherwise made known to the State in writing;
 - 2) The Regional Administrator shall issue disposition instructions within 120 calendar days after the equipment is determined to be no longer needed for highway safety purposes, in the absence of which the State shall follow the applicable procedures in 2 CFR parts 200 and 1201.
- f. *Federally-owned equipment.* In the event a State or its subrecipient is provided federally-owned equipment:
- 1) Title shall remain vested in the Federal Government;
 - 2) Management shall be in accordance with Federal rules and procedures, and an annual inventory listing shall be submitted by the State;
 - 3) The State or its subrecipient shall request disposition instructions from the Regional Administrator when the item is no longer needed for highway safety purposes.

9.6 Civil Rights Act. The Contractor will comply with all Federal statutes and implementing regulations 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 (and 49 CFR Part 21); (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) and the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*; PL 101-336), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42U.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 of 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; The Civil Rights Restoration Act of 1987, which provides that any portion of a state or local entity receiving federal funds will obligate all programs or activities of that entity to comply with these civil rights laws; and, (k) the requirements of any other nondiscrimination statute(s) which may apply.

9.7 Buy America Act. The Contractor will comply with the provisions of the Buy America Act (23 U.S.C. 313) which contains the following requirements: Only steel, iron and manufacture ²³⁴ucts produced in the United States may be

purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of a satisfactory quality; or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

- 9.8 Political Activity (Hatch Act). The Contractor 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. As such, the Contractor will not subcontract with any agency to conduct DPS/GTSB contract-related activities.
- 9.9 Lobbying Restrictions. None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.
- 9.10 Federal Lobbying. The undersigned certifies, to the best of his or her 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 and officer or employee of any agency, a Member of Congress, an officer of 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, of 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 of 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;
 - c. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers) including subcontracts, subgrants, and contracts under grant, 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.

Item G.2.c.

- 9.11 Prohibition on Using Grant Funds to Check for Helmet Usage. The Contractor will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Article 10.0 Conditions of Payment.

- 10.1 Maximum Payments. It is expressly understood and agreed the maximum amount to be paid to the Contractor by the DPS/GTSB for any item of work or service will be the amount specified under Article 12.0 subject to Article 11.0 herein. It is further understood and agreed the total of all payments to the Contractor by the DPS/GTSB for all work and services required under this Contract will not exceed \$5,500.00 unless modified by written amendment of this Contract as provided in Section 1.0 of the General Conditions.
- 10.2 HSP-2 Form for Payment. All payments to the Contractor will be subject to the DPS/GTSB's receipt of an HSP-2 and documentation. If claiming equipment, an HSP-3 must also be submitted. The Contractor must perform services and receive merchandise between the effective dates of the contract and pay for expenses prior to submitting the claim for reimbursement. An HSP-2 will be submitted on a form provided by the DPS/GTSB. No payments will be made if required reports are more than two months past due unless approved by the DPS/GTSB Director.
- 10.3 Receipt of Federal Funds.
- a. All payments hereunder will be subject to the receipt of federal funds by the DPS/GTSB. The termination, reduction, or delay of federal funds to the DPS/GTSB may be reflected by a corresponding modification to the conditions of this Contract.
 - b. Notwithstanding any other provisions of this Contract, if funds anticipated for the continued fulfillment of this Contract are at any time not forthcoming or insufficient, either through failure of the State of Iowa to appropriate funds, discontinuance or material alteration of the program for which funds were provided, the DPS/GTSB will 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 will become null and void on the last day of the fiscal year for which appropriations were received, except that if an appropriation to cover cost of this Contract becomes available within sixty (60) days subsequent to termination under this clause, the DPS/GTSB agrees to re-enter a Contract with the terminated Contractor under the same provisions, terms and conditions as the original Contract.
 - c. In the event of termination of this Contract due to non-appropriation, the exclusive, sole and complete remedy of Contractor will be payment for services rendered prior to termination.
- 10.4 Non-Performance Termination. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this contract, or if the Contractor shall violate any of the agreements or stipulations of this contract, the DPS/GTSB shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The DPS/GTSB shall be the sole arbitrator of whether the Contractor or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Contractor or its subcontractor under the provisions of this contract. The Contractor and the DPS/GTSB further agree that this contract may be terminated by either party by giving written notice of such

termination and specifying the effective date thereof, at least thirty (30) days before such date.

- 10.5 The Contractor will arrange for a single audit to be performed in accordance with OMB Circular A-133 when, as a non-federal entity, the Contractor receives \$750,000.00 or more in federal funds. The federal agency, National Highway Traffic Safety Administration, Department of Transportation, passes funds through the Department of Public Safety, Governor's Traffic Safety Bureau. The Catalog of Federal Domestic Assistance (CFDA) number 20.600 applies to State & Community Highway Safety Grants. A copy of the audit report will be submitted to the DPS/GTSB within thirty (30) days after the completion of the audit.

Article 11.0 Statement of Work and Services. The Contractor will perform in a satisfactory and proper manner, as determined by the DPS/GTSB the following work and services:

- 11.1 The Contract will be monitored by the National Highway Traffic Safety Administration (NHTSA) and the DPS/GTSB. All records and documents pertaining to the project are subject to auditing and evaluation by those agencies or their designees.
- 11.2 The Contractor will absorb all costs not contained in this contract.
- 11.3 The project will be evaluated on all items contained in the Statement of Work and Services and the Budget.
- 11.4 There will be no change in the Statement of Work and Services or Budget without prior written approval of the DPS/GTSB.
- 11.5 The Contractor will comply with all requirements contained within the Policies and Procedures Manual of the DPS/GTSB.
- 11.6 All documents relative to fiscal claims will be maintained in the Contractor's office and will be available for review during regular office hours.
- 11.7 Staffing plan:
- a. Officers to conduct 104 hours of directed overtime enforcement.
- 11.8 Contract activities:
- a. Conduct 104 overtime hours of high visibility traffic enforcement with a maximum effort directed at occupant restraint, impaired driving and excessive speed violations during times and at locations identified as high-risk, including at least two special traffic enforcement projects, one of which will be conducted at night.
 - b. Conduct at least twelve public information/education activities aimed at improving driver safety behaviors.
 - c. Conduct and publicize results of two observational occupant protection surveys during March and August.
 - d. Participate in traffic safety training with prior DPS/GTSB approval and submit a trip report within two weeks following any out-of-state travel. All travel reimbursement will be made at State of Iowa approved rates.
- 11.9 Key dates:
- a. By November 15, 2018 and the 15th of each subsequent month through October 15, 2019, submit a monthly report as specified in Article 4.5.

Item G.2.c.

- b. By November 1, 2019, submit an annual report as specified in Article 4.2.
- c. By November 15, 2019, submit final claim for reimbursement.

11.10 Objective/performance measures:

- a. At least 104 hours of overtime enforcement conducted and all overtime and agency traffic enforcement contacts reported showing a sustained effort based on past performance.
- b. Twelve public information activities conducted and reported.
- c. Two occupant protection surveys completed and results publicized.
- d. At least one officer attended DPS/GTSB approved training and a trip report submitted if required.

Article 12.0 Project Budget.

	<u>Highway Safety Funds</u>
Personal Services	
Directed overtime enforcement	\$ 5,000.00
Training-related travel	<u>\$ 500.00</u>
TOTAL	\$ 5,500.00



CEDAR FALLS DEPARTMENT OF PUBLIC SAFETY SERVICES

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

319-273-8612

MEMORANDUM

To: Mayor and City Council
From: Jeff Olson, Public Safety Director/Chief of Police
Date: August 28, 2018
Re: Consolidated Communications Agreement

Attached you will find a revised Consolidated Public Safety Communications 28E Agreement. A similar agreement is currently in place and governs the operation of the consolidated county wide dispatch center. This new agreement has some minor changes in the billing process. The bills had been routed from dispatch to Emergency Management then to Black Hawk County for payment. The bills are routed from dispatch directly to County for payment.

I recommend approval of the agreement.

CONSOLIDATED PUBLIC SAFETY COMMUNICATIONS 28E AGREEMENT

ARTICLES of 28E AGREEMENT made and entered into this 1st day of August, 2018, by and between the parties, Black Hawk County, hereafter referred to as "County"; the City of Waterloo, hereafter referred to as "Waterloo"; the City of Cedar Falls, hereafter referred to as "Cedar Falls"; the City of Evansdale, hereafter referred to as "Evansdale"; the City of Hudson, hereafter referred to as "Hudson"; the City of La Porte City, hereafter referred to as "La Porte"; the City of Dunkerton, hereafter referred to as "Dunkerton"; and the City of Gilbertville, hereafter referred to as "Gilbertville"; or such of them as may become signatories hereto.

IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

ARTICLE 1: PURPOSE

For the purpose of gaining economy of operations while maintaining improving, and coordinating the professional dispatching of public safety services in Black Hawk County, the Consolidated Public Safety Communications Center, hereafter referred to as the "Center" is hereby created. The Center shall be operated and maintained pursuant to this Agreement and shall provide dispatch and communications services to all participating government agencies in Black Hawk County.

ARTICLE 2: PLACE OF OPERATION

The Center shall be housed at County expense in a facility provided by Black Hawk County. However, utilities, Cleaning, remodeling and such other expense attributable to the Center operations will be prorated among the parties.

ARTICLE 3: LEGAL STATUS

No separate legal entity under Iowa law is created nor is any obligation incurred by the participating parties other than those specified in this Agreement or as may be added by amendment properly executed in the manner hereafter provided. This Agreement is intended to obligate the participants pursuant to Chapter 28E of the Code of Iowa.

ARTICLE 4. COMMENCEMENT OF OPERATIONS

Center operations shall commence on a date determined by the Center Board. Start-up costs and costs incurred in implementing this Agreement shall be advanced by the County and reimbursed according to the formula set out in this Agreement if some or all of the funding anticipated has not yet been received at time of commencement. The entities providing the funds shall be reimbursed proportionately.

ARTICLE 5: DURATION

The duration and existence of this Agreement shall be for a period of one year with automatic renewal unless terminated by the parties according to the terms of the Agreement hereafter provided. The attached assessments shall be reviewed every three years.

Item G.2.d.

ARTICLE 6: CONSOLIDATED PUBLIC SAFETY COMMUNICATIONS CENTER BOARD

SECTION 1: There is hereby created a Consolidated Public Safety Communications Center Board, herein referred to as the Center Board, which shall be operated pursuant to this Agreement.

SECTION 2: An eleven-member Public Safety Communications Center Board (hereafter referred to as the "Center Board") composed of: the Black Hawk County Sheriff, the City of Waterloo Fire Chief, the City of Waterloo Police Chief, the City of Cedar Falls Police Chief, the City of Cedar Falls Fire Chief, the City of Evansdale Police Chief, the City of Hudson Police Chief, the City of La Porte City Police Chief, the City of Dunkerton Police Chief, the City of Gilbertville Police Chief, and one Fire Chief representing the other fire departments "whose home base is within a city that is located in Black Hawk County, is hereby created.

SECTION 3: The Center Board shall adopt, establish and approve all policies and procedures and be responsible for the operation of the Center subject to the limitations and dispute resolution procedures of this agreement, except that the Center Board shall adopt Black Hawk County Personnel Policies, which shall be applicable to all Center personnel.

SECTION 4: The position of Chairperson of the Center Board shall be selected by the Center Board on a majority vote on an annual basis. The Chairperson, through the Center Administrative Supervisor, shall cause minutes of the Center Board meetings to be prepared and distributed to the Center Board members and the participating cities' Mayors and the County Board of Supervisors. Each Center Board member shall be entitled to one vote. All meetings shall be governed by the parliamentary procedures set forth in Robert's Rules of Order.

SECTION 5: The meetings of the Center Board shall be public proceedings subject to the Iowa Open Meetings Law. To the extent allowed by the Iowa Open Records Law, the minutes and records of the Center shall be public.

ARTICLE 7: CONSOLIDATED PUBLIC SAFETY COMMUNICATIONS BUDGET OVERSIGHT BOARD

SECTION 1: A Consolidated Public Safety Communications Budget Oversight Board (herein-after referred to as the Oversight Board) composed of the County Board of Supervisors (who collectively shall have only one vote) and the Mayors of the participating cities is hereby created. This Board shall be called together by the Chairperson of the County Board of Supervisors in November of each year for the purpose of discussing and approving the budget of the Communications Center as proposed by the Center Board for the coming fiscal year. The Chairperson shall cause minutes of the Oversight Board meetings to be prepared and distributed to the Oversight Board members. Each Oversight Board member shall be entitled to one vote, except the County Board of Supervisors, who collectively shall have only one vote. All meetings shall be governed by the parliamentary procedures set forth in Robert's Rules of Order.

SECTION 2: The Chairperson of the County Board of Supervisors may call additional meetings from time to time to discuss concerns. In the event of the unavailability of the Chairperson of the County Board of Supervisors, any two Mayors of participating cities may call a special meeting.

SECTION 3: The meetings of the Budget Oversight Board shall be public proceedings subject to the Iowa Open Meetings Law. To the extent allowed by the Iowa Open Records Law, the minutes and the records of the Center shall be public.

ARTICLE 8: COMMUNICATIONS CENTER MANAGEMENT

SECTION 1: All the usual and customary administrative, personnel, civil service regulations, accounting, budgetary, and procurement policies of Black Hawk County shall govern the Center in its operations and activities unless they conflict with policies and procedures adopted pursuant to this Agreement. Established collective bargaining agreements shall also supersede any Center Board policies or procedures. In the event of a conflict, except with regard to collective bargaining matters, the conflict resolution procedures of Article 8 shall apply.

SECTION 2: The day-to-day operation of the Center shall be under the direction, supervision and management of the Chairperson of the Board, who shall delegate such authority for the operation and management of the Center as he or she deems appropriate, with the consent of the Center Board. The power of delegation includes the power to direct and control all Center personnel and operations of the Center pursuant to the operating procedures established by the Center Board.

SECTION 3: The management staff of the Center shall be appointed by the Center Board, which will also have the authority to remove an employee from a position with the Center for reasons deemed sufficient by the Center Board. The management staff of the Center shall be supervised by the Chairperson of the Center Board on behalf of the Center Board, subject to County policies as set out herein. Center management shall comply with all administrative, personnel, accounting, budgetary and procurement policies of Black Hawk County unless they conflict with policies and procedures contained in this agreement.

SECTION 4: The Chairperson of the Center Board shall appoint a Personnel Committee from the members of the Center Board. The Board Personnel Committee shall be responsible for all hiring and termination of Center employees as well as the issuance of disciplinary actions to Center employees. All actions of the Personnel Committee regarding hiring and termination of Center employees shall be ratified by the Center Board.

ARTICLE 9: COUNTY EMPLOYEES

All Center employees, including the management staff, shall be employees of Black Hawk County. Payroll and terms of employment shall be administered by Black Hawk County.

ARTICLE 10: FINANCING

The costs shares of the participants, the method of payment, and special financing arrangements and ownership of property shall be as follows: All personnel, equipment, and operating costs shall be advanced by and billed through Black Hawk County. The participants shall reimburse Black Hawk County for same as set forth in the attached Exhibit A that represents each jurisdiction's share of personnel costs. The E911 board will pay for 100 percent of all E911 related costs that are eligible under Iowa Code Chapter

34A to be recovered from the subscriber access charge. Related E911 costs which are construed by this agreement to be included are, but not limited to, the installation of all necessary communications equipment and on-going system maintenance.

Item G.2.d.

Reimbursement to Black Hawk County by the participants shall be determined as follows: Each participant's percentage shall be based on a three-year average of calls for service for that agency. Those percentages will then be set for the next three years. After that period of time, the percentages will be reviewed and recommendations will be made at that time. The Center's Board will apply these percentages and submit the calculations, along with their proposed budget, to member governmental bodies and the Budget Oversight Review Board by November 1 of each year. This will provide sufficient time for review and approval by each representative agency prior to the certification of their respective fiscal year budgets.

ARTICLE 11: BUDGET PREPARATION

SECTION 1: The annual operating budget shall be prepared by the Administrative Supervisor and submitted to the Center Board for preliminary approval in October of each year.

SECTION 2: Copies of the projected costs for each agency for each fiscal year will be given to each representative agency as part of the budget process as stated in Article I.

SECTION 3: By November of each year, the Chairperson of the Center Board will forward the preliminary budget, along with the assessment factor, to the Budget Oversight Board for their approval, as laid out in Article 7.

SECTION 4: By December of each year, the Chairperson of the Black Hawk County Board of Supervisors shall forward the approved Center Budget to the County Finance Director for submission as part of the budget of Black Hawk County and to the County Auditor for billing.

ARTICLE 12: INSURANCE

The Center Board shall seek and maintain liability or comprehensive insurance coverage for Center operations and costs for same shall be divided and shared as provided for herein. Any participant may elect to obtain its own coverage for any separate liability it may have for Center operations.

ARTICLE 13: DISPUTE RESOLUTION

In the event of a dispute between the Center Board, the County and the Cities, the dispute may be submitted to arbitration. In order to qualify as a dispute, the matter must involve the center budget, center operation, or the terms of this agreement. At least four participants from the Center Board, County, or the Cities are required to request that the matter be submitted for arbitration.

The parties hereto agree that such a dispute between them shall be resolved by arbitration pursuant to and as authorized by Chapter 679A, Code of Iowa, 2013. In the event of such a dispute to be submitted for arbitration, the District Court shall be requested to appoint three (3) arbitrators to hear the matter.

ARTICLE 14: TERMINATION

SECTION 1: Any party to this agreement may terminate its participation herein by giving at least twelve (12) month's prior written notice to all the other parties. Termination of the withdrawing party shall be effective at the beginning of the next fiscal year following the twelve (12) month notice.

SECTION 2: Termination shall not relieve the County, Cities, or the E911 Board of any financial obligation incurred before the effective termination date under the terms of this Agreement.

SECTION 3: Equipment and furniture owned solely by the County, Cities, or E911 Board shall be distributed according to the inventory of the Center Board. Equipment and furniture owned jointly shall be distributed in a manner consistent with the basis of the member's contribution. Distribution shall be based upon a majority vote of all members eligible to vote on the Center Board. Where full agreement is not reached, the equipment and furniture shall be liquidated and the proceeds distributed to the parties to the Agreement prorated upon the same basis that the parties contributed to the purchase of the equipment and furniture.

SECTION 4: The Center Board shall not be dissolved when there remains any indebtedness incurred by the Center Board.

ARTICLE 15: AMENDMENTS

The terms of this Agreement shall be amended only upon approval of any proposed amendment by a simple majority resolution of the participants.

ARTICLE 16: SEVERABILITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions of application of this Agreement which can be given effect without the invalid provisions or application and to this end the provisions of this Agreement are declared to be severable.

ARTICLE 17: ADOPTION

This Agreement shall have full force and effect upon ratification by a county of the participants, except that it shall not be effective unless ratified by Black Hawk County, the City of Waterloo, and the City of Cedar Falls.

Amendment dated this 1st day of August, 2018.

Item G.2.d.

BLACK HAWK COUNTY, IOWA

BY: _____
Signature

_____ Chairperson
Printed name

Attest: _____
Signature

CITY OF CEDAR FALLS, IOWA

BY: _____
Signature

_____ Mayor
Printed name

Attest: _____
Signature

CITY OF HUDSON, IOWA

BY: _____
Signature

_____ Mayor
Printed name

Attest: _____
Signature

CITY OF DUNKERTON, IOWA

BY: _____
Signature

_____ Mayor
Printed name

Attest: _____
Signature

CITY OF WATERLOO, IOWA

BY: _____
Signature

_____ Mayor
Printed name

Attest: _____
Signature

CITY OF EVANSDALE, IOWA

BY: _____
Signature

_____ Mayor
Printed name

Attest: _____
Signature

CITY OF LAPORTE CITY, IOWA

BY: _____
Signature

_____ Mayor
Printed name

Attest: _____
Signature

CITY OF GILBERTVILLE, IOWA

BY: _____
Signature

_____ Mayor
Printed name

Attest: _____
Signature

ATTACHMENT A

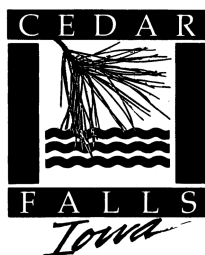
ANNUAL ASSESSMENT

CALL FOR SERVICE PERCENTAGE

For FY 19, FY20, and FY21

City of Waterloo	61.09%
City of Cedar Falls	19.83%
Black Hawk County	10.96%
City of Evansdale	4.21%
City of La Porte City	1.69%
City of Hudson	1.59%
City of Dunkerton	.25%
City of Gilbertville	.38%

These percentages are for a three-year period and will be reviewed again in fiscal year 2021 for the fiscal years 2022, 2023 and 2024.



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: August 28, 2018
SUBJECT: USGS Streamgaging Station for the Cedar River in Cedar Falls
Project No. MC-039-1653

Attached is the Joint Funding Agreement with the U.S. Geological Survey for the federal fiscal year 2019 for the continuing support, operation, and maintenance of the streamgauge site on the Cedar River in Cedar Falls. The agreement also includes the continued development of real-time stream flow data at the streamgauge site. This is a cooperative agreement whereby the U.S. Geological Survey and the City of Cedar Falls cost share the operation and maintenance of the streamgauge site.

The streamgauge is known locally as the "river gauge" and provides the stage readings that are the basis for the public alerts given during high water events on the Cedar River. The stage readings enable flood forecasts to be generated for Cedar Falls by the River Forecast Center of the National Weather Service. The streamgauge is located on south side of the Highway 57/1st Street Bridge over the Cedar River.

Funding for the continued operation of the streamgauge was budgeted for in the Engineering Services Budget.

It is recommended that this agreement be approved and returned to me for further processing. If you have any questions or comments regarding this matter, feel free to contact me.

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

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 600001608
Agreement #: 19NEJFA103
Project #: NE009KT 001IC
TIN #: 42-60038591

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2018, by the U.S. GEOLOGICAL SURVEY, Central Midwest Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Cedar Falls party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$5,760 by the party of the first part during the period October 1, 2018 to September 30, 2019
- (b) \$9,440 by the party of the second part during the period October 1, 2018 to September 30, 2019
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www2.usgs.gov/fsp/>).

**U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations**

**Customer #: 600001608
Agreement #: 19NEJFA103
Project #: NE009KT
TIN #: 42-60038591**

9. Billing for this agreement will be rendered annually in January 2018. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Gary Johnson
Supervisory Hydrologist
Address: 405 N Goodwin Ave
Urbana, IL 61801
Telephone: (217) 328-9720
Fax: (217) 328-9770
Email: gjohnson@usgs.gov

Customer Technical Point of Contact

Name: ~~Randy Lorenzen~~ *Jon Resler*
City Engineer
Address: 220 Clay St
Cedar Falls, IA 50613
Telephone: (319) 268-5161
Fax:
Email: ~~randy.lorenzen@cedarfalls.com~~
jon.resler@cedarfalls.com

USGS Billing Point of Contact

Name: Aaron Huse
Budget Technician
Address: 400 S Clinton St Rm 269
Iowa City, IA 52240
Telephone: (319) 358-3656
Fax: (319) 358-3606
Email: ahuse@usgs.gov

Customer Billing Point of Contact

Name: ~~Randy Lorenzen~~ *Jon Resler*
City Engineer
Address: 220 Clay St
Cedar Falls, IA 50613
Telephone: (319) 268-5161
Fax:
Email: ~~randy.lorenzen@cedarfalls.com~~
jon.resler@cedarfalls.com

**U.S. Geological Survey
United States
Department of Interior**

City of Cedar Falls

Signature

Ant...
By *Amy Beussink* Date: 08/09/2018
Name: Amy Beussink
Title: Director, Central Midwest WSC

Signatures

By *Jon Resler* Date: 8/23/18
Name: *Jon Resler*
Title: *City Engineer*

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

9. Billing for this agreement will be rendered annually in January 2018. Invoices not paid within 60 days from the billing date will bear interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

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Urbana, IL 61801
Telephone: (217) 328-9720
Fax: (217) 328-9770
Email: gjohnson@usgs.gov

Customer Technical Point of Contact

Name: ~~Randy Lorenzen~~ *Jon Resler*
City Engineer
Address: 220 Clay St
Cedar Falls, IA 50613
Telephone: (319) 268-5161
Fax:
Email: ~~randy.lorenzen@cedarfalls.com~~
jon.resler@cedarfalls.com

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City Engineer
Address: 220 Clay St
Cedar Falls, IA 50613
Telephone: (319) 268-5161
Fax:
Email: ~~randy.lorenzen@cedarfalls.com~~
jon.resler@cedarfalls.com

U.S. Geological Survey
United States
Department of Interior

City of Cedar Falls

Signature

Ack ins for:

By *Amy Beussink* Date: 08/09/2018
Name: Amy Beussink
Title: Director, Central Midwest WSC

Signatures

By *Jon Resler* Date: 8/23/18
Name: *Jon Resler*
Title: *City Engineer*

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

Item G.2.e.

City of Cedar Falls

Attachment for 19NEJFA103
10/1/2018 to 9/30/2019

SURFACE WATER

SITE NUMBER & DESCRIPTION	FUNDS		
	USGS	COOP	TOTAL
05463050 Cedar River at Cedar Falls, IA Full Range Streamflow Station Discharge, Measurement	\$5,760	\$8,640 \$800	\$15,200
Total:	\$5,760	\$9,440	\$15,200
GRAND TOTAL:	\$5,760	\$9,440	\$15,200



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: Matthew Tolan, EI, Civil Engineer II
DATE: August 29, 2018
SUBJECT: 2018 Seal Coat Project
Project No. SC-000-3163
Bid Opening Approval

On Tuesday, August 28th, 2018 at 2:00 p.m., bids were received and opened for the 2018 Seal Coat Project. One (1) bid was received from Blacktop Service Co. of Humbolt, Iowa:

	<i>Bid Total</i>
Blacktop Service Co.	\$136,174.67

The Engineer's Estimate for this project was originally \$145,122.04. Blacktop Service Co. Bid of \$136,174.67 is approximately 6.2% below the Engineers Estimate. Attached is a bid tab for your reference.

As a result of the bid, the Engineering Division recommends acceptance of this low bid from Blacktop Service Co. in the amount of \$136,174.67.

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

BID TAB
 PROJECT NAME: Seal Coat - 2018
 PROJECT NO.: SC-000-3163
 BID OPENING: 2:00 p.m., Tuesday, August 28, 2018

**ENGINEERING DIVISION
 DEPARTMENT OF COMMUNITY DEVELOPMENT
 CITY OF CEDAR FALLS**

-257-

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNITS	ENGINEER'S COST ESTIMATE		1) Blacktop Service Co. 16 N. Taft / Box 632 Humbolt, Ia. 50548		2)	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	SURFACE PREPARATION, STREETS & PARKS	47,818.86	S.Y.	0.35	16,736.60	\$ 0.25	\$ 11,954.72		
2	SEAL COAT, MUNICIPAL OPERATIONS	38,763.88	S.Y.	1.95	75,589.57	\$ 1.79	\$ 69,387.35		
3	SEAL COAT, MUNICIPAL PROGRAMS	16,287.39	S.Y.	2.50	40,718.48	\$ 2.38	\$ 38,763.99		
4	PAVEMENT MARKINGS, PAINTED	50.53	STA.	80.00	4,042.40	\$ 54.00	\$ 2,728.62		
5	PAVEMENT MARKINGS, HANDICAPPED SYMBOL	2.00	EA.	150.00	300.00	\$ 60.00	\$ 120.00		
6	PAVEMENT MARKINGS, RAILROAD CROSSING SYMBOLS	2.00	EA.	250.00	500.00	\$ 110.00	\$ 220.00		
7	MOBILIZATION	1.00	L.S.	3,000.00	3,000.00	\$ 10,000.00	\$ 10,000.00		
8	TRAFFIC CONTROL	1.00	L.S.	4,235.00	4,235.00	\$ 3,000.00	\$ 3,000.00		
					\$145,122.04	Total Bid: \$ 136,174.67		Total Bid:	

FILENAME: G:\USERS\ENGI\PROJECTS\18Sealcoat\BIDTAB.XLS

Item G.2.f.



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: Matthew Tolan, EI, Civil Engineer II

DATE: August 29, 2018

SUBJECT: 2018 Seal Coat Project
Project No. SC-000-3163
Contract Documents

Attached for your approval are the Form of Contract, Performance and Payment Bonds, Certificate of Insurance, and Form of Proposal with Blacktop Service Company for the construction of the 2018 Seal Coat Project.

The Engineering Division recommends approving and executing the contract with Blacktop Service Co. for the construction of the 2018 Seal Coat Project. This project will resurface portions of eleven (11) street sections, one (1) driveway totaling 2.80 mi., covering 38,764 S.Y.; and 16,288 S.Y. at multiple single lane drives within two (2) cemeteries and at the North Shore Boat Club. This will include the placement and compaction of the surface and placement of any required pavement markings.

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 the: SEAL COAT - 2018 project, Project No. SC-000-3163, 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 20th day of August 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. SC-000-3163 will be made a part of this contract as fully as though attached hereto or set out herein verbatim:

- a. Resolution of Necessity
- b. Resolution ordering construction of the improvement
- c. Plans
- d. Notice of Public Hearing on Plans & Specifications
- e. Notice to Bidders
- f. Instructions to Bidders
- g. Supplemental Conditions
- h. General Conditions
- i. Project Specifications
- j. Form of Proposal
- k. Performance Bond
- l. Form of Contract
- m. Non-Collusion Affidavit of Prime Bidder
- n. Bidder Status Form

Item G.2.g.

1

In Witness whereof, this Contract has been executed in triplicate on the date first herein written.



Brian Lincoln
Controller
Blacktop Service Company

CITY OF CEDAR FALLS, IOWA

By _____
James P. Brown, Mayor

Attest: _____
Jacqueline Danielsen, MMC
City Clerk

Bond No. IAC588114

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Blacktop Service Company
P. O. Box 632
Humboldt, IA 50548-0632

SURETY:

(Name, legal status and principal place of business)

Merchants Bonding Company (Mutual)
P.O. Box 14498
Des Moines, IA 50306

Mailing Address for Notices

P.O. Box 14498
Des Moines, IA 50306

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

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

CONSTRUCTION CONTRACT

Date:

Amount: \$ 136,174.68 (One Hundred Thirty-six Thousand One Hundred Seventy-four And 68/100)

Description: Seal Coat - 2018, Project No.: SC-000-3163, Cedar Falls, Iowa
(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$ 136,174.68 (One Hundred Thirty-six Thousand One Hundred Seventy-four And 68/100)

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: Blacktop Service Company (Corporate Seal)

Signature:  _____

Name: Brian Lincoln
and Title: Treasurer

SURETY

Company: Merchants Bonding Company (Mutual) (Corporate Seal)

Signature:  _____

Name: Dione R. Young
and Title: Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Holmes, Murphy and Associates, LLC
2727 Grand Prairie Parkway
Waukee, IA 50263
(515) 223-6887

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Item G.2.g.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

Item G.2.g.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title:
Address

Signature: _____
Name and Title:
Address

Bond No. IAC588114

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:
(Name, legal status and address)

Blacktop Service Company
P. O. Box 632
Humboldt, IA 50548-0632

SURETY:
(Name, legal status and principal place of business)

Merchants Bonding Company (Mutual)
P.O. Box 14498
Des Moines, IA 50306

Mailing Address for Notices

P.O. Box 14498
Des Moines, IA 50306

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

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

CONSTRUCTION CONTRACT

Date:

Amount: \$ 136,174.68 (One Hundred Thirty-six Thousand One Hundred Seventy-four And 68/100)

Description: Seal Coat - 2018, Project No.: SC-000-3163, Cedar Falls, Iowa
(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)


Amount: \$ 136,174.68 (One Hundred Thirty-six Thousand One Hundred Seventy-four And 68/100)

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

Blacktop Service Company

Signature:  _____

Name *Brian Lincoln*
and Title: *Treasurer*

SURETY

Company: *(Corporate Seal)*

Merchants Bonding Company (Mutual)

Signature:  _____

Name *Dione R. Young*
and Title: *Attorney-in-Fact*

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Holmes, Murphy and Associates, LLC
2727 Grand Prairie Parkway
Waukee, IA 50263
(515) 223-6887

OWNER'S REPRESENTATIVE: *(Architect, Engineer or other party.)*

Item G.2.g.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

Item G.2.g.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title:
Address

Signature: _____
Name and Title:
Address

MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Anne Crowner; Brian M Deimerly; Cameron M Burt; Cindy Bennett; Craig E Hansen; Dana Wiebers; Dione R Young; Jay D Freiermuth; Jody Decker; Kami Brower; Kathleen Brewer; Kevin J Knutson; Michelle R Gruis; Seth D Rooker; Shirley S Bartenhagen; Stacy Venn; Tim McCulloh; Wendy A Casey

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 23rd day of April, 2018.

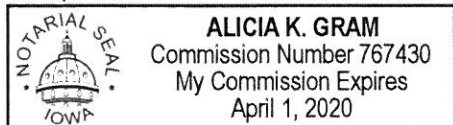


MERCHANTS BONDING COMPANY (MUTUAL) MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor, President

STATE OF IOWA COUNTY OF DALLAS ss.

On this this 23rd day of April 2018, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram, Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this day of 2018.



William Warner Jr., Secretary

**Form of Proposal
Seal Coat - 2018
Project No. SC-000-3163
CITY OF CEDAR FALLS, IOWA**

To the Mayor and City Council
City of Cedar Falls, Iowa

The undersigned hereby certifies that Mark Steffes of BlockTop Service Co. 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 SEAL COAT - 2018 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, thereof at the following prices, to-wit:

Bid Item #	Description	Units	Quantity	Unit Price	Extended Price
1	Surface Preparation, Streets and Parks	S.Y.	47,818.86	0.25	11,954.72
2	Seal Coat, Municipal Operations	S.Y.	38,763.88	1.79	69,387.35
3	Seal Coat, Municipal Programs	S.Y.	16,287.39	2.38	38,763.99
4	Pavement Markings, Painted	STA.	50.53	54.00	2,728.62
5	Pavement Markings, Handicapped Symbols	EA.	2.00	60.00	120.00
6	Pavement Markings, Railroad Crossing Symbols	EA.	2.00	110.00	220.00
7	Mobilization	L.S.	1.00	10,000.00	10,000.00
8	Traffic Control	L.S.	1.00	3,000.00	3,000.00
Total Bid				#	136,174.68

Item G.2.g.

Bidders may not independently bid on selective items of work. On this project, all items constitute one (1) indivisible work that will be awarded to one (1) Bidder. A unit price shall be submitted for all of the bid items; number one (1) thru eight (8). 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 prices must be filled in ink, typed or computer generated, or the proposal will be rejected. The Owner reserves the right to delete any part of or all of any bid item.

The Owner reserves the right to reject any and all proposals, including without limitation, non-conforming, non-responsive, unbalanced, or conditional bids. The Owner further reserves the right to reject the proposal of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsive. The Owner may also reject the proposal 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 proposal 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", as issued.

Bid Security in the sum of Ten Per Cent 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.	<u>#1</u>	Date	<u>August 24, 2018</u>
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.A., Section 1001.

Name of Bidder:

Black Top Service Company

By: Mark J. Steffen

4216 Daring Drive

Title: Authorized Agent

Official Address:

Cedar Falls, IA 50613



DEPARTMENT OF COMMUNITY DEVELOPMENT

CITY OF CEDAR FALLS, IOWA
220 CLAY STREET
CEDAR FALLS, IOWA 50613
319-268-5161
FAX 319-268-5197

MEMORANDUM
Engineering Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: August 30, 2018

RE: 2018 Sidewalk Assessment Project
Project No. SW-000-3113
Contract Documents

Attached for your approval are the Contract, Bid Tab, Contractor's Bond, and Certificate of Liability Insurance from Feldman Concrete for the construction of the 2018 Sidewalk Assessment Project.

The Department of Community Development recommends approving and executing the contract with Feldman Concrete for the construction of the 2018 Sidewalk Assessment Project for Zone 9. This project will repair deficient sidewalk adjacent to property owners and assess the cost of repair to the property owner.

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

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

FORM OF CONTRACT

This Contract entered into in triplicate at Cedar Falls, Iowa, this ____ day of _____, 2018, by and between the City of Cedar Falls, Iowa, hereinafter called the Owner, and Bruce Feldman of Feldman Concrete, hereinafter called the Contractor.

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials and equipment and construct the public improvement consisting of: 2018 SIDEWALK ASSESSMENT PROJECT, Project No. SW-000-3113 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 6th of August, 2018, and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

Said improvement shall be constructed strictly in accordance with said Plans and Specifications.

The following parts of the Plans and Specifications for said Project No. SW-000-3113 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.

Bruce G Feldman
Bruce Feldman, Owner
Feldman Concrete
29888 Prier Rd
Dyersville, IA 52040

CITY OF CEDAR FALLS, IOWA

By _____
James P. Brown, Mayor

Attest: _____
Jacqueline Danielsen, MMC
City Clerk

Performance, Payment and Maintenance Bond

SURETY BOND NO. IAC588409

KNOW ALL BY THESE PRESENTS:

That we, Feldman Concrete, as Principal (hereinafter the "Contractor" or "Principal" and _____ as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Oblige (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Thirty-Eight Thousand Nine Hundred Twenty Three Dollars and Eighty Eight Cents (\$38,923.88), 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 Sidewalk Assessment Project
Paving/Sidewalk
Project SW-000-3113**

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. SW-000-3113

Witness our hands, in triplicate, this _____ day of _____, 2018.

Surety Countersigned By:

Signature of Agent

Printed Name of Agent

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

FORM APPROVED BY:

Attorney for Owner

PRINCIPAL:

Feldman Concrete

Contractor

By: Bruce G. Feldman
Signature
Owner

Title

SURETY:

Merchants Bonding Company

Surety Company

By: Kim Hess
Signature Attorney-in-Fact Officer

Kim Hess

Printed Name of Attorney-in-Fact Officer

Tricor

Company Name

600 Star Brewery Drive, Ste 110

Company Address

Dubuque, IA 52001

City, State, Zip Code

563-556-5441

Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

MERCHANTS BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Kim Hess

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 28th day of August, 2018.

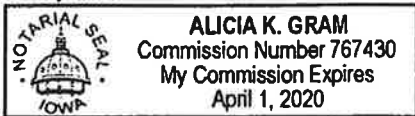


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 28th day of August, 2018, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____, 2018.



William Warner Jr.
Secretary

ACUITY ENHANCEMENTS - LIABILITY COVERAGES

CB-7268(8-15)

This endorsement modifies insurance provided under the following:

BIS-PAK BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

A. Increased Bail Bond Amount

Paragraph 1f(1)(b) under Liability and Medical Expenses Coverages is replaced by the following:

(b) Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for bodily injury applies. We do not have to furnish these bonds.

B. Increased Reasonable Expenses Incurred by Insured

Paragraph 1f(1)(d) under Liability and Medical Expenses Coverages is replaced by the following:

(d) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or suit, including actual loss of earnings up to \$350 a day because of time off from work.

C. Newly Acquired Organizations

Paragraph 3a under Who Is An Insured is replaced by the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

D. Tenants Legal Liability

Paragraphs (1), (3) and (4) of the Damage to Property Exclusion do not apply to property damage (other than damage by fire or explosion) to premises, including the contents of such premises, rented to you for a period of 8 or more consecutive days.

The most we will pay under this coverage for damages because of property damage to any one premises is \$10,000. A \$250 deductible applies.

E. Knowledge of Claim or Suit

The following is added to the Duties in the Event of Occurrence, Offense, Claim or Suit Condition:

Knowledge of an occurrence, offense, claim or suit by an agent or employee of any insured shall not in itself constitute knowledge of the insured unless your partners, executive officers, directors, managers, members or a person who has been designated by them to receive reports of occurrences, offenses, claims or suits shall have received such notice from the agent or employee.

F. Broadened Bodily Injury

The definition of bodily injury is amended to include mental anguish.

G. Unintentional Failure to Disclose Hazard

The following is added to the Representations Condition in the Bis-Pak Common Policy Conditions:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject Liability coverage under this policy based solely on such failure.

H. Waiver of Subrogation for Written Contracts

The following is added to the Transfer of Rights of Recovery Against Others to Us Condition under 2 Applicable to Liability Coverage in the Bis-Pak Common Policy Conditions:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or your work done under a contract with that person or organization and included in the products-completed operations hazard. The waiver applies only to a person or organization with whom you have a written contract or agreement in which you are required to waive rights of recovery under this policy. Such contract or agreement must have been executed prior to the occurrence causing injury or damage.

I. Electronic Data Liability

1. Exclusion 1s is replaced by the following:

This insurance does not apply to:

s. Access or Disclosure of Confidential or Personal Information and Data-related Liability

(1) Damages, other than damages because of personal and advertising injury, arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information; or

(2) Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data that does not result from physical injury to tangible property.

This exclusion applies even if damages



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 damages because of *bodily injury*.

2. The following paragraph is added to Liability and Medical Expenses Limits of Insurance:

Subject to 2 above, \$10,000 is the most we will pay for *property damage* because of all loss of *electronic data* arising out of any one *occurrence*.

3. The following definition is added to Liability and Medical Expenses Definitions:

"*Electronic data*" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

4. For the purposes of this coverage, the definition of "*property damage*" 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 coverage, *electronic data* is not tangible property.

J. Employee Benefits Liability Coverage

1. The following is added to Liability and Medical Expenses Coverages:

Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission, of the insured, or of any other person for whose acts the insured is legally liable, to which this coverage applies. We will have the right and duty to defend the insured against any *suit* seeking those damages. However, we will have no duty to defend the insured against any *suit* seeking damages to which this coverage does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any *claim* or *suit* that may result. But:

- (1) The amount we will pay for damages is limited as described in paragraph 5 of this coverage; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This coverage applies to damages only if:

- (1) The act, error or omission, is negligently committed in the *administration* of your *employee benefit program*;
- (2) The act, error or omission, did not take place before the original inception date of this coverage nor after the end of the policy period; and
- (3) A *claim* for damages, because of an act, error or omission, is first made against any insured, in accordance with paragraph c below, during the policy period or an Extended Reporting Period we provide under paragraph 6 of this coverage.

- c. A *claim* seeking damages will be deemed to have been made at the earlier of the following times:

- (1) When notice of such *claim* is received and recorded by any Insured or by us, whichever comes first; or
- (2) When we make settlement in accordance with paragraph a above.

Item G.2.h.

A *claim* received and recorded by the insured within 60 days after the end of the policy period will be considered to have been received within the policy period, if no subsequent policy is available to cover the "claim".

- d. All *claims* for damages made by an *employee* because of any act, error or omission, or a series of related acts, errors or omissions, including damages claimed by such *employee's* dependents and beneficiaries, will be deemed to have been made at the time the first of those *claims* is made against any insured.

Exclusions

This coverage does not apply to:

a. **Dishonest, Fraudulent, Criminal Or Malicious Act**

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

b. **Bodily Injury, Property Damage, Or Personal And Advertising Injury**

Bodily injury, property damage or personal and advertising injury.

c. **Failure To Perform A Contract**

Damages arising out of failure of performance of contract by any insurer.

d. **Insufficiency Of Funds**

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the *employee benefit program*.

e. **Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation**

Any *claim* based upon:

- (1) Failure of any investment to perform;
- (2) Errors in providing information on past performance of investment vehicles; or
- (3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the *employee benefit program*.

f. **Workers' Compensation And Similar Laws**

Any *claim* arising out of your failure to comply with the mandatory provisions of any workers' compensation, unem-

ployment compensation insurance, social security or disability benefits law or any similar law.

g. **ERISA**

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

h. **Available Benefits**

Any *claim* for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

i. **Taxes, Fines Or Penalties**

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

j. **Employment-Related Practices**

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

2. For the purposes of the coverage provided:

- a. All references to Supplementary Payments are replaced by Supplementary Payments and Employee Benefits Liability.
- b. Paragraphs f(1)(b), f(2) and f(3) Coverage Extension - Supplementary Payments do not apply.

3. For the purposes of the coverage provided, paragraphs 2 and 4 under Who Is An Insured are replaced by the following:

2. Each of the following is also an insured:

- a. Each of your *employees* who is or was authorized to administer your *employee benefit program*.
- b. Any persons, organizations or *employees* having proper temporary authorization to administer your *employee benefit program* if you die, but only until your legal representative is appointed.
- c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this coverage.

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a

(continued next page)

Named Insured if no other similar insurance applies to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
- b. Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.

- 4. For the purposes of the coverage provided, the Liability And Medical Expenses Limits Of Insurance Section is replaced by the following:

Limits Of Insurance

- a. The Limits of Insurance shown in d below and the rules below fix the most we will pay regardless of the number of:
 - (1) Insureds;
 - (2) *Claims* made or *suits* brought;
 - (3) Persons or organizations making *claims* or bringing *suits*;
 - (4) Acts, errors or omissions; or
 - (5) Benefits included in your *employee benefits program*.
- b. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the *administration* of your *employee benefit program*.
- c. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any one *employee*, including damages sustained by such *employee's* dependents and beneficiaries, as a result of:
 - (1) An act, error or omission; or
 - (2) A series of related acts, errors or omissions negligently committed in the *administration* of your *employee benefit program*.

However, the amount paid under this coverage shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the *employee benefit program*.

- d. Limits of Insurance
 - Each Employee Limit: \$250,000
 - Aggregate Limit: \$250,000

The Limits of Insurance of this coverage apply separately to each consecutive an-

nual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this coverage is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

Deductible

- a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in e below as applicable to Each Employee. The Limits of Insurance shall not be reduced by the amount of this deductible.
- b. The deductible amount stated in e below applies to all damages sustained by any one *employee*, including such *employee's* dependents and beneficiaries, because of all acts, errors or omissions to which this coverage applies.
- c. The terms of this coverage, including those with respect to:
 - (1) Our right and duty to defend any *suits* seeking those damages; and
 - (2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or *claim*
- d. We may pay any part or all of the deductible amount to effect settlement of any *claim* or *suit* and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.
- e. Deductible

Each Employee Deductible: \$1,000

- 5. For the purposes of the coverage provided, Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition is replaced by the following:
 - 2. **Duties In The Event Of An Act, Error Or Omission, Or Claim Or Suit**
 - a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a *claim*. To the extent possible, notice should include:
 - (1) What the act, error or omission was and when it occurred; and

Item G.2.h.

- (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
 - b. If a *claim* is made or *suit* is brought against any insured, you must:
 - (1) Immediately record the specifics of the *claim* or *suit* and the date received; and
 - (2) Notify us as soon as practicable.
 - c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the *claim* or *suit*;
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the *claim* or defense against the *suit*; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this coverage may also apply.
 - d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.
 - e. The requirements to notify us can be satisfied by notifying our agent. Notice can be by any means of communication.
6. For the purposes of the coverage provided, the following Extended Reporting Period provisions are added:

EXTENDED REPORTING PERIOD

- a. You will have the right to purchase an Extended Reporting Period, as described below, if:
 - (1) This coverage is canceled or not renewed; or
 - (2) We renew or replace this coverage with insurance that:
 - (a) Has an inception date later than the original inception date of this coverage; or
 - (b) Does not apply to an act, er-

ror or omission on a claims-made basis.

- b. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to *claims* for acts, errors or omissions that were first committed before the end of the policy period but not before the original inception date of this coverage. Once in effect, the Extended Reporting Period may not be canceled.
- c. An Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- (1) The *employee benefit programs* insured;
- (2) Previous types and amounts of insurance;
- (3) Limits of Insurance available under this coverage for future payment of damages; and
- (4) Other related factors.

The additional premium will not exceed \$100.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this Section, applicable to the Extended Reporting Period, including a provision to the effect that the coverage afforded for *claims* first received during such period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting Period.

- d. If the Extended Reporting Period is in effect, we will provide an extended reporting period aggregate limit of insurance described below, but only for claims first received and recorded during the Extended Reporting Period.

The extended reporting period aggregate limit of insurance will be equal to the dollar amount shown in 4d of this coverage under Limits of Insurance.

Paragraph 4b of this coverage will be amended accordingly. The Each Em-

(continued next page)

ployee Limit shown in 4d will then continue to apply as set forth in paragraph 4c.

7. For the purposes of the coverage provided, the following definitions are added to Liability And Medical Expenses Definitions:

a. "Administration" means:

- (1) Providing information to *employees*, including their dependents and beneficiaries, with respect to eligibility for or scope of *employee benefit programs*;
- (2) Handling records in connection with the *employee benefit program*; or
- (3) Effecting, continuing or terminating any *employee's* participation in any benefit included in the *employee benefit program*.

However, *administration* does not include handling payroll deductions.

b. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.

c. "Claim" means any demand, or *suit*, made by an *employee* or an *employee's* dependents and beneficiaries, for damages as the result of an act, error or omission.

d. "Employee benefit program" means a program providing some or all of the following benefits to *employees*, whether provided through a *cafeteria plan* or otherwise:

- (1) Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an *employee* may subscribe to such benefits and such benefits are made generally available to those *employees* who satisfy the plan's eligibility requirements;
- (2) Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an *employee* may subscribe to such benefits and such benefits are made generally available to all *employees* who are eligible under the plan for such benefits;
- (3) Unemployment insurance, social security benefits, workers' compensation and disability benefits;
- (4) Vacation plans, including buy and

sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and

(5) Any other similar benefits added thereto by endorsement.

8. For the purposes of the coverage provided, the following Definitions in the Liability And Medical Expenses Definitions Section are replaced by the following:

a. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. *Employee* includes a *leased worker*. *Employee* does not include a *temporary worker*.

b. "Suit" means a civil proceeding in which damages because of an act, error or omission to which this coverage applies are alleged. *Suit* includes:

- (1) An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- (2) Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

9. The Bis-Pak Common Policy Conditions are amended as follows:

For the purposes of the coverage provided, paragraph H3 Other Insurance is replaced by the following:

3. This Employee Benefits Liability Coverage is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Declarations and that applies to an act, error or omission on other than a claims-made basis, if the other insurance has a policy period which continues after the original inception date of this coverage.

K. Voluntary Property Damage

1. With respect to the insurance provided under this coverage, the following apply:

a. Exclusion 1k(4) is replaced by the following:

(4) Personal property of others:

- (a) Held by the insured for servicing, repair, storage or sale at premises owned, occupied or rented to the insured.
- (b) Caused by the ownership, maintenance, use, loading or

Item G.2.h.

unloading of any auto, watercraft, or transportation of property by any means.

- b. Exclusion 1k(5) is deleted.
2. The insurance provided by this coverage is subject to the following provisions:

a. We will pay for *property damage* at your request even if you are not legally liable, if it is otherwise subject to this coverage.

b. *Property damage* does not include loss of use if personal property of others is not physically injured.

c. **Limits**

The most we will pay for an *occurrence* under this coverage is \$2,500.

The most we will pay for the sum of all amounts paid under this coverage is an aggregate of \$2,500.

The Liability and Medical Expenses Limit and the Aggregate Limits do not apply to the insurance provided under this coverage.

d. **Settlement**

If you make any repairs to damaged property, at our request, we will pay the larger of your actual cost or 75% of your usual charge for the necessary labor and materials. Any property paid for or replaced by us may become our property at our option. Any payment

made under this coverage shall not be interpreted as an admission of liability by the insured or the company.

e. **Deductible**

Our obligation to pay for a covered loss applies only to the amount of loss in excess of \$100.

f. **Other Insurance**

The insurance provided by this coverage is excess over any other insurance carried by the insured which applies to a loss covered by this coverage.

L. **Increased Limits of Insurance**

1. The General Aggregate Limit is increased to three times the Liability and Medical Expenses Limit if your current Liability and Medical Expenses Limit is equal to \$500,000 or \$1,000,000.

2. The Products-Completed Operations Aggregate Limit is increased to three times the Liability and Medical Expenses Limit if your current Liability and Medical Expenses Limit is equal to \$500,000 or \$1,000,000.

3. The Damage To Premises Rented To You Limit is increased to \$250,000.

4. The Medical Expense Limit is increased to \$10,000.

The Limits of Insurance shown here do not replace and are not in addition to the Limits of Insurance shown in the Declarations.

FUNGI OR BACTERIA EXCLUSION (LIABILITY)

CB-0577(4-10)

This endorsement modifies insurance provided under the following:

BIS-PAK BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

- A. The following exclusion is added to Paragraph 1 under Exclusions:

Fungi or Bacteria

(1) *Bodily injury, property damage, personal injury or advertising injury* which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any *fungi* or *bacteria* on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

(2) Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, *fungi* or *bacteria*, by any insured or by any other person or entity.

This exclusion does not apply to any *fungi* or *bacteria* that are, are on, or are contained in, a good or product intended for bodily consumption.

- B. The following definition is added to Liability and Medical Expenses Definitions:

"*Fungi*" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi.

4. Building Owner Loss Payable Clause

- a. The Loss Payee shown in the Schedule is the owner of the described building, in which you are a tenant.
- b. We will adjust losses to the described building with the Loss Payee. Any loss payment

made to the Loss Payee will satisfy your claims against us for the owner's property.

- c. We will adjust losses to tenant's improvements and betterments with you, unless the lease provides otherwise.

SCHEDULE

Premises Number	Building Number	Description of Property
001	001	
001	001	

Premises Number	Building Number	Loss Payee (Name and Address)	Loan Number	Applicable Clause
001	001			
001	001			

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - PRIMARY

CB-7247(3-11)

This endorsement modifies insurance provided under the following:

BIS-PAK BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

1. Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for *bodily injury, property damage or personal and advertising injury* caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated below.
2. The insurance provided by this endorsement is primary and noncontributory.

3. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to *bodily injury or property damage* occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of *your work* out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

SCHEDULE

Name of Additional Insured Person(s) or Organization(s) (Name and Address)	Location(s) of Covered Operations
CITY OF CEDAR FALLS 220 CLAY ST CEDAR FALLS IA 50613	PER CONTRACT

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If we fail to meet this notice requirement, you have the option of continuing the policy for the remainder of the notice period plus an addi-

tional 30 days at its current premium rate.

A post office department certificate of mailing is proof of receipt of notice.

ADDITIONAL INSURED - COMPLETED OPERATIONS SCHEDULED - PRIMARY (OWNERS, LESSEES OR CONTRACTORS)

CB-7244(4-10)

This endorsement modifies insurance provided under the following:

BIS-PAK BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

Who Is an Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for *bodily injury* or *property damage* caused,

in whole or in part, by *your work* at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the *products-completed operations hazard*.

The insurance provided by this endorsement is primary and noncontributory.

SCHEDULE

Name of Additional Insured Person(s) or Organization(s) (Name and Address)	Location and Description of Completed Operations
CITY OF CEDAR FALLS 220 CLAY ST CEDAR FALLS IA 50613	PER CONTRACT



ASBESTOS EXCLUSION

IL-7012(3-14)

This endorsement modifies insurance provided under the following:

BIS-PAK BUSINESS LIABILITY AND MEDICAL EXPENSE COVERAGE FORM

COMMERCIAL AUTO COVERAGE PART

COMMERCIAL GENERAL LIABILITY COVERAGE PART

DIRECTORS' AND OFFICERS' LIABILITY COVERAGE PART

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

ERRORS AND OMISSIONS COVERAGE PART

GARAGE COVERAGE FORM

LIQUOR LIABILITY COVERAGE FORM

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM

POLLUTION LIABILITY COVERAGE FORM

PRODUCT WITHDRAWAL COVERAGE PART

PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE FORM

RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

The following exclusion is added:

Asbestos

This insurance does not apply to any *bodily injury* or *property damage* arising out of activities related to, but not limited to, manufacture, mining, storage, distribution, installation, sale, use, exposure to, service, testing for, repair, containment or removal of asbestos, asbestos fibers, asbestos dust, or products containing asbestos.

- a. The *terrorism* is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
- b. Radioactive material is released, and it appears that one purpose of the *terrorism* was to release such material; or
- c. The *terrorism* is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- d. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the *terrorism* was to release such materials; or
- e. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the *terrorism* and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
- f. Fifty or more persons sustain death or serious physical injury. For the pur-

poses of this provision, serious physical injury means:

- (1) Physical injury that involves a substantial risk of death; or
- (2) Protracted and obvious physical disfigurement; or
- (3) Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of *terrorism* which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraph 2e or 2f are exceeded.

With respect to this Exclusion, Paragraphs 2e and 2f describe the threshold used to measure the magnitude of an incident of *terrorism* and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of *terrorism*, there is no coverage under this Coverage Form.

- D. The following provision is added to the Bis-Pak Property Coverage Form and the Bis-Pak Business Liability and Medical Expenses Coverage Form:

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for loss or injury or damage that is otherwise excluded under this Policy.

SCHEDULE

The Exception Covering Certain Fire Losses (Paragraph B2) applies to property located in the following states:

- Illinois
- Iowa
- Maine
- Missouri
- Wisconsin



WAIVER OF GOVERNMENTAL IMMUNITY

This endorsement modifies insurance provided under the following:

BIS-PAK LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

We will waive both in the adjustment of claims and in the defense of *suits* against the insured, any

CB-7381(8-13)

governmental immunity of the insured, unless the insured requests in writing that we not do so.

Waiver of immunity as a defense will not subject us to liability for any portion of a claim or judgment in excess of the applicable Limit of Insurance.

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control is being exercised for any purpose by;

you, any of your *employees, volunteer workers, any partner or member* (if you are a partnership or joint venture) or any member (if you are a limited liability company).

- b. Any person (other than your *employee or volunteer worker*) or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.

3. Any organization you newly acquire or form, other than a partnership, limited liability company or joint venture and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage does not apply to *bodily injury or property damage* that occurred before you acquired or formed the organization; and
- c. Coverage does not apply to *personal and advertising injury* arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or *suits* brought; or
 - c. Persons or organizations making claims or bringing *suits*.
2. The most we will pay for the sum of all damages because of all:
 - a. *Bodily injury, property damage* and medical expenses arising out of any one *occurrence*; and
 - b. *Personal and advertising injury* sustained by any one person or organization;is the Liability and Medical Expenses Limit shown in the Declarations. But the most we will pay for all medical expenses because of *bodily injury* sustained by any one person is the Medical Expenses Limit shown in the Declarations.
3. The most we will pay under Business Liability Coverage for damages because of *property damage* to a premises while rented to you or in the case of a fire while rented to you or temporarily occupied by you with permission of the owner is the applicable Damage To Premises Rented To You Limit shown for that premises in the Declarations. For a premises temporarily occupied by you, the applicable limit will be the Damage To Premises Rented To You Limit shown in the Declarations.

4. Aggregate Limits

- a. The Products-Completed Operations Aggregate Limit shown in the Declarations is the most we will pay for injury or damage under the *products-completed operations hazard* arising from all *occurrences* during the policy period.
- b. The General Aggregate Limit shown in the Declarations is the most we will pay for the sum of all damages because of all:
 - (1) *Bodily injury, property damage* and medical expenses arising from all *occurrences* during the policy year. This limit applies separately to:
 - (a) Each location owned by or rented to you. A location is a premises involving the same or connecting lots, or a premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad; and
 - (b) Each of your projects away from a location owned by or rented to you; or
 - (2) *Personal and advertising injury* arising out of all offenses committed during the policy period.

The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be

deemed part of the last preceding period for purposes of determining the Limits of Insurance.

LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

We have no duty to provide coverage under this Coverage Part unless you and any other involved insured have fully complied with the Conditions contained in this Coverage Part.

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this policy.

2. 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. To the extent possible, notice should include:

- (1) How, when and where the *occurrence* or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the *occurrence* or offense.

b. If a claim is made or *suit* is brought against any insured, you must;

- (1) Immediately record the specifics of the claim or *suit* and the date received; and
- (2) 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.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or *suit*;
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the *suit*; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a *suit* asking for damages from an insured; or
- b. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Separation of Insureds

Except with respect to the Limits of Insurance and any rights or duties specifically assigned in this policy to the First Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or *suit* is brought.

5. Premium Audit - Business Liability

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. If a premium payment is due, we will send notice to the First Named Insured. The due date for audit premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the First Named Insured.

c. The First Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

WC 00 03 13(4-84)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work

under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

CITY OF CEDAR FALLS



**FORM OF PROPOSAL
2018 SIDEWALK ASSESSMENT PROJECT
PROJECT NO. SW-000-3113
CITY OF CEDAR FALLS, IOWA**

To the Mayor and City Council
City of Cedar Falls, Iowa

The undersigned hereby certifies that FELDMAN CONCRETE 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 SIDEWALK ASSESSMENT PROJECT in accordance with the plans and specifications on file in the office of the City Clerk, the published Notice to Bidders and the Form of Contract, herewith, complying with all the laws of the State of Iowa, and the Rules, Regulations and Ordinances of the City of Cedar Falls, and to the satisfaction of the City Council of the City of Cedar Falls, Iowa, including the guaranteeing of this Project for a period of two (2) years from the date of final acceptance thereof at the following prices, to-wit:

Item No.	Description	Item Quantity and Units	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
1	Remove Sidewalk, P.C.C.	3,547.2 Square Feet	2	25	7,981	20
2	Sidewalk Replacement, P.C.C., Class "C", 4-Inch	2,598.5 Square Feet	5	25	13,642	12
3	Sidewalk Replacement, P.C.C., Class "C", 6-inch	948.7 Square Feet	6	50	6,166	55
4	Topsoil, Furnish and Spread	14.97 Cubic Yards	75	00	1,122	75
5	Seeding, Fertilizing, and Mulching	1,207.5 Square Feet	1	50	1,811	25
6	Water Service Curb Stop Adjustment	2.0 Each	300	00	600	00

Item G.2.h.

7	Granular Backfill	20.0 Tons	30	00	600	00
8	Traffic Control	1.0 Lump Sum	7000	00	7,000	00
	Total Bid				38,923	87



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

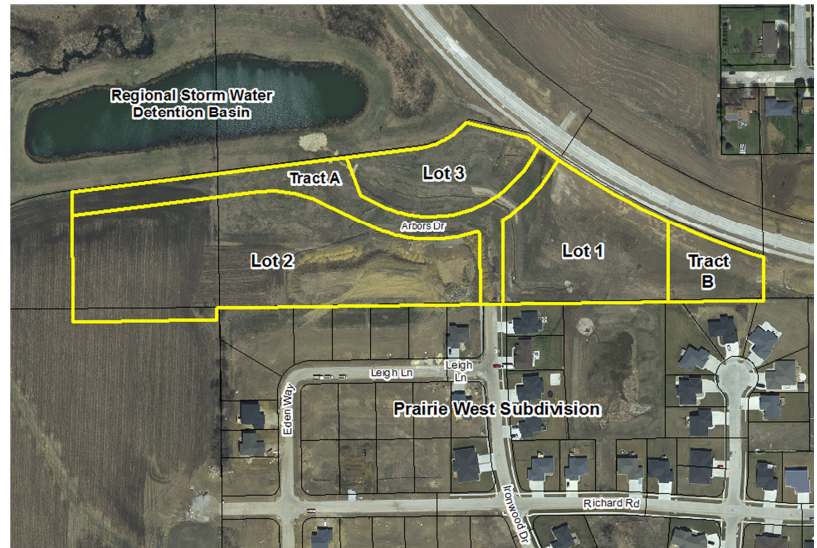
Planning & Community Services Division

TO: Planning & Zoning Commission
FROM: Shane Graham, Planner II
DATE: August 29, 2018
SUBJECT: West Village Preliminary Plat

REQUEST: Request to approve the West Village Preliminary Plat
PETITIONER: Panther Farms, LLC - Owner; Clapsaddle-Garber Associates - Surveyor
LOCATION: The property is located on 14.18 acres of land situated north of the Prairie West Subdivision, south of the proposed Greenhill Road Extension

PROPOSAL

It is proposed to create 3 new lots on 14.18 acres of land, just north of the Prairie West residential subdivision. Existing Ironwood Drive will be extended to this subdivision from the Prairie West subdivision to the south, and will connect to Arbors Way, which will then connect to the new portion of Greenhill Road, which is slated to begin construction this summer. Both Streets will be constructed to 31-ft. width. Sidewalks will be established along all street frontages of each of the three lots.



Aerial Photo Showing Plat Area

BACKGROUND

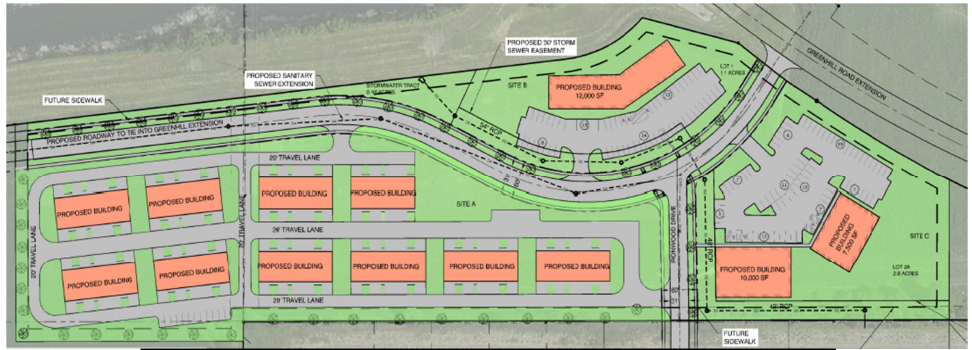
13.18 acres of this property was rezoned from A, Agricultural District to MU, Mixed Use Residential District on 7/18/2016. The remaining 1 acre of property included in the plat is still zoned as Agricultural, and the plan is to sell it to the adjacent property owner to the south for extra yard area. The rezoning of this parcel to MU was requested in order to create a multi-use development, consisting of residential and professional office uses.

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ZONING

The property is zoned MU, Mixed Use Residential District, which permits both multi-family dwellings and professional offices. The developer plans to construct the multi-family dwellings on Lot 2, which is 6.36 acres in size, and the professional offices on Lots 1 and 3, which are 2.76 and 1.74 acres in size (see master development plan to the right).

Minimum required building setbacks in the MU District are 20 feet around the perimeter of the development site, and 20 feet from any interior roadway. These building setbacks would be confirmed during the site plan review process for each of the parcels.



Master Development Plan Approved During Rezoning

ANALYSIS

It is proposed to create 3 new lots on the 14.18 acre property. As indicated previously, Lots 1 and 3 would be developed with professional office uses, and Lot 2 would be developed with multi-family dwelling units. Lot 3 would have street frontage along Arbors Drive, while Lots 1 and 2 would have frontage along both Arbors Drive and Ironwood Drive. Both streets will be 31 feet in width and will be within a 60-foot public right of way. None of the three lots would have direct access onto the extension of Greenhill Road to the northeast (this access restriction will be indicated within the Deed of Dedication as well). A portion of Lot 1, 3 and Tract "B" will have frontage along Greenhill Road. As part of the construction of the new roadway, a multi-use trail will be constructed along the south side of the road adjacent to these lots. Since the trail is being planned with the Greenhill Road extension project, the developer will not be required to install sidewalks along these portions of the lots. Since the property is zoned MU, site plan reviews of all three lots will be required prior to development, which would look at design, landscaping, parking, etc.

A traffic impact study was not completed as part of this preliminary plat. However, the developer has agreed to provide the needed right of way at the intersection of Arbors Drive and Greenhill Road for a potential future roundabout at that location, if it is ever warranted.

The Deed of Dedication in association with the plat submittal is straightforward. The Deed language outlines the requirements for the developer and restricts the development of each lot in accordance with the MU Mixed Use Residential standards found in the Zoning Ordinance. There is a provision in the Deed of Dedication for the installation of a 5-foot wide public sidewalk across the entire frontage of any lot at the time when the lot is developed.

TECHNICAL COMMENTS

City technical staff, including Cedar Falls Utilities (CFU) personnel, noted that the water, gas and communication services will be available to the site once the completion of the Greenhill Road extension project. The developer will be responsible for extending the utility services to the proposed development. The easements identified on the plat satisfy CFU requirements.

A storm water management plan has been submitted. The storm water generated from this subdivision will be transferred to an area wide detention basin located adjacent to the north of

the subdivision. This will be accomplished by collecting water runoff from each of the lots into a public storm sewer, and routing it to the detention basin.

There is an existing storm water detention pond located just to the south of this property within the Prairie West 2nd Addition. Currently, the water from this detention pond flows over land through this property to the regional detention basin located just to the northeast of the property. Once this property is final platted, an underground pipe will be constructed which will convey the water from that detention pond in Prairie West 2nd Addition to the regional detention basin. The location of the pipe is shown on portions of Lots 1 and 3, so necessary easements will be required when the property is final platted. This results in more buildable area for Lots 1 and 3, as the water would be conveyed within underground pipes instead of over the ground.

The City's Subdivision Ordinance outlines the requirements pertaining to Subdivision Plats. A Preliminary Subdivision Plat represents a "conceptual development plan" which the City must review and evaluate to insure compliance with all City regulations. Issues related to zoning regulations, utility easement provision, street locations and alignments and other factors are all subject to review and approval by City staff and the Planning and Zoning Commission and the City Council. Following Preliminary Plat approval by the City Council, the developer is free to begin installing the necessary public improvements (i.e. streets, sewers, water mains, etc.) as indicated on the plat.

A Final Subdivision Plat formalizes the Preliminary Plat and authorizes the developer to begin selling lots and to begin building on the newly created lots. Normally a Final Subdivision Plat cannot be approved until all of the required public improvements have been installed and completed to the satisfaction of the City Engineer. A Final Plat can be "expedited" prior to full completion and acceptance of public improvements provided that the developer posts a cash bond or escrow agreement with the City Engineering Division which serves as a financial guarantee that all the improvements will be installed in a timely fashion.

The property is located outside of the designated 100-year floodplain.

The platting documents and the preliminary plat fee of \$300.00 have been submitted.

STAFF RECOMMENDATION

The Community Development Department recommends approval of the West Village Preliminary Plat.

PLANNING & ZONING COMMISSION

Discussion 5/10/2017 Mr. Graham provided background information on the request. Ms. Saul inquired about the traffic that will be added with the new development. Mr. Wingert asked if there is a light proposed at that location. Mr. Seymour clarified that there is no light planned at the intersection at this time. However, as the area continues to build out, he feels it will be considered in the future. The Greenhill Road extension will be able to carry out some of that traffic. Mr. Holst asked about an Arbors Drive and Greenhill intersection potentially having a stoplight in the future. Mr. Seymour stated that this will all be handled as it develops over time. He asked if they feel there will be any connection to the north. Mr. Seymour stated that the reason they went with Arbors Drive is because they don't know what will happen in the future. Mr. Leeper stated that the density should continue to be monitored.

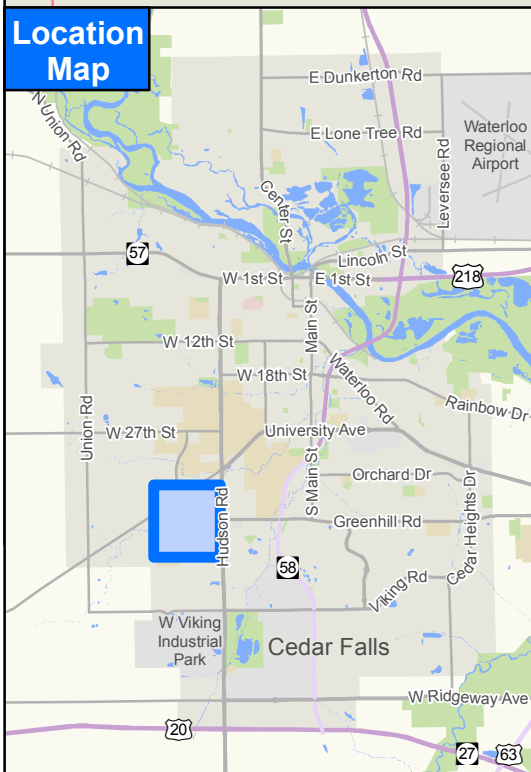
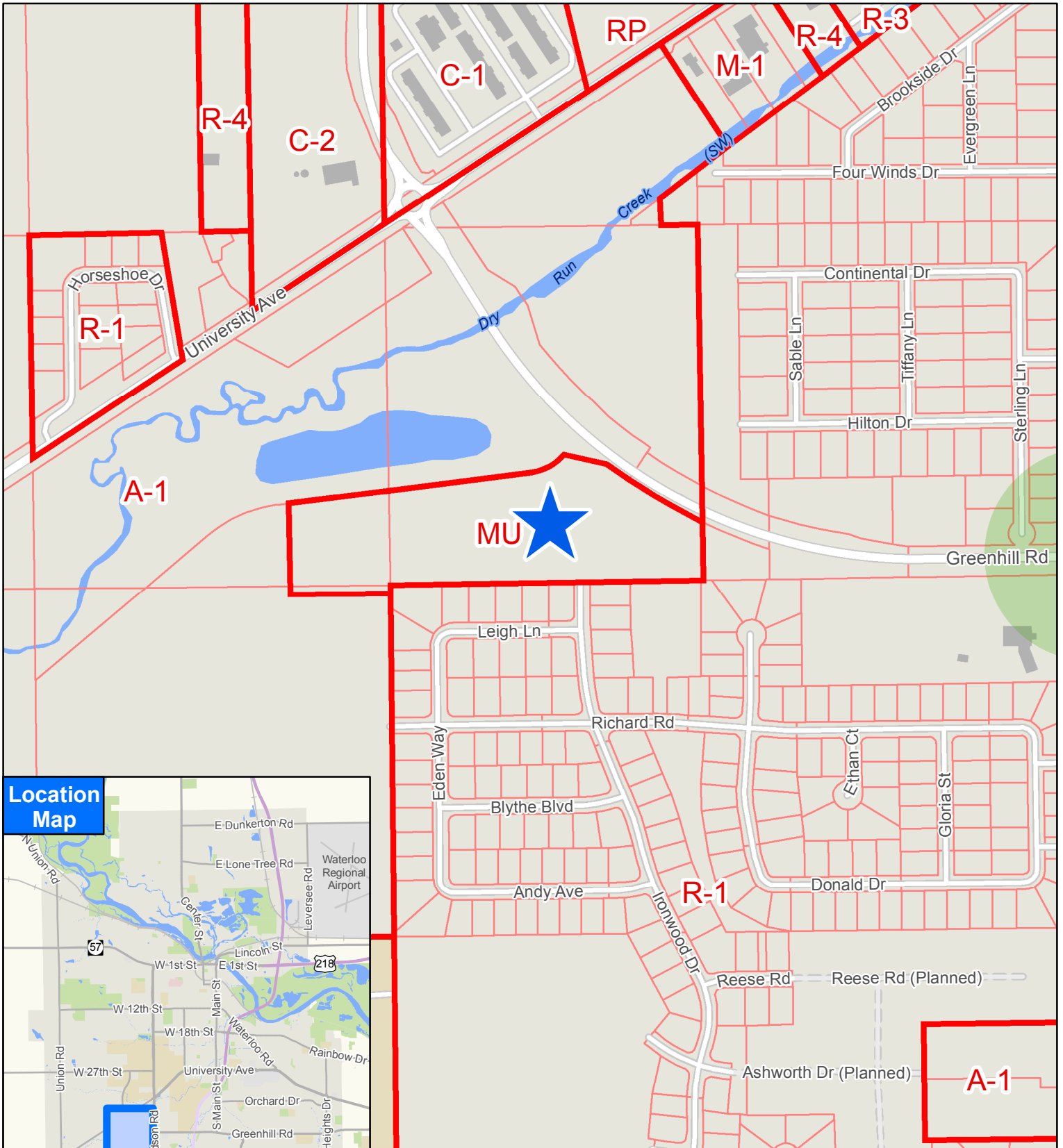
Item G.2.i.

Vote
5/24/2017

Mr. Graham provided background information. The preliminary plat will have access onto Greenhill Road, as well as Ironwood Drive, and Arbors Drive will connect to the west and further south. He covered updates to the stormwater detention pond and the proposed trails. He displayed the Master Development Plan, discussing the different uses in the area. He also showed the existing and proposed development in the surrounding area. Staff recommends approval of the preliminary plat.

Mr. Holst made a motion to approve. Mr. Leeper seconded the motion. The motion was approved unanimously with 5 ayes (Arntson, Giarusso, Hartley, Holst and Leeper), 2 abstentions (Oberle and Wingert) and 0 nays.

Attachments: Location Map
Preliminary Plat
Deed of Dedication

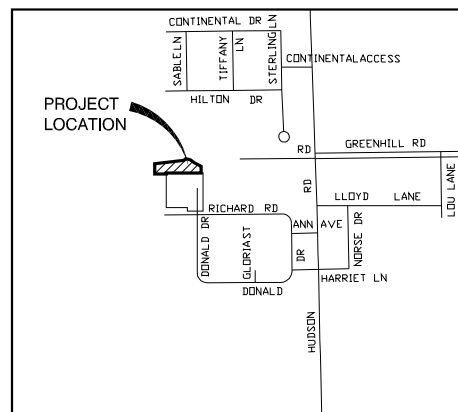


West Village - Preliminary Plat
-305-

PRELIMINARY PLAT WEST VILLAGE CEDAR FALLS, IOWA

LEGEND

EXISTING	PROPOSED	
		EVERGREEN TREE
		DECIDUOUS TREE
		SHRUBS (BUSHES)
		TREE LINE
		SIGN (TYPE AS NOTED)
		FENCE
		SILT FENCE
		CONTOUR LINE
		WATERLINE
		WATER VALVE
		FIRE HYDRANT
		SANITARY SEWER LINE
		STORM SEWER LINE
		MANHOLE
		CLEANOUT
		INTAKE
		BEEHIVE INTAKE
		GAS LINE
		GAS VALVE
		OVERHEAD ELECTRICAL LINE
		BURIED ELECTRICAL LINE
		POWER POLE
		STREET LIGHT
		ELECTRICAL BOX/TRANSFORMER
		TELEPHONE LINE
		TELEPHONE PEDESTAL



VICINITY MAP
NOT TO SCALE

LEGAL DESCRIPTION

SAID PROPERTY IS LEGALLY DESCRIBED AS:

WEST VILLAGE LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, AND THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, ALL IN TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE, S0°00'14"W 31.00' ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27; THENCE, S89°53'10"W 375.31'; THENCE, N0°11'02"W 339.85'; THENCE, N83°35'00"E 914.13'; THENCE, NORTHEASTERLY 144.76' ALONG THE ARC OF A 200.00' RADIUS CURVE, CONCAVE NORTHWESTERLY, HAVING A CHORD BEARING OF N62°57'13"E AND A DISTANCE OF 141.62'; THENCE, S76°02'11"E 163.33'; THENCE, SOUTHEASTERLY 102.93' ALONG THE ARC OF A 1971.33' RADIUS CURVE, CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING OF S53°32'07"E AND A DISTANCE OF 102.92' TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF GREENHILL ROAD; THENCE, S58°03'44"E 54.55' ALONG SAID SOUTHERLY RIGHT OF WAY LINE; THENCE, SOUTHEASTERLY 539.77' ALONG THE ARC OF A 1959.86' RADIUS CURVE, CONCAVE NORTHEASTERLY, HAVING A CHORD BEARING OF S64°39'10"E AND A DISTANCE OF 538.07' ALONG SAID SOUTHERLY RIGHT OF WAY LINE; THENCE, S0°07'48"W 111.98' TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 23; THENCE, S89°53'14"W 1430.98' ALONG SAID SOUTH LINE, TO THE POINT OF BEGINNING, CONTAINING 14.18 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

I FURTHER CERTIFY THAT THE ACCOMPANYING PLAT IS A TRUE REPRESENTATION OF SAID PROPERTY IN ACCORDANCE WITH MY FIELD NOTES; THAT THE DIMENSIONS OF THE STREETS, LOTS, AND EASEMENTS DEPICTED ON SAID PLAT ARE IN FEET AND DECIMALS THEREOF; AND THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SURVEYOR AND ENGINEER

JEREMY A. HARRIS, P.L.S.
ADAM DATERS, P.E.
CLAPSADDLE-GARBER ASSOCIATES
P.O. BOX 754 - 16 E. MAIN STREET
MARSHALLTOWN, IOWA 50158
(641)752-6701

ZONING INFORMATION:

CURRENT: M-U

SURVEY REQUESTED BY:

PANTHER FARMS, L.L.C.
CORY HENKE
CEDAR FALLS, IOWA 50613

CLOSURE:

- ALL SUBDIVISION BOUNDARIES ARE WITHIN THE 1:10,000 ERROR OF CLOSURE REQUIREMENT
- ALL LOTS ARE WITHIN THE 1:5000 ERROR OF CLOSURE REQUIREMENT.

NOTE:

ALL BEARINGS ARE THE RESULT OF G.P.S. OBSERVATIONS USING NAD83 IOWA STATE PLAN NORTH ZONE

OWNERS OF RECORD

PANTHER FARMS LLC

FLOOD ZONE:

FEMA FIRM MAP NUMBER 19013C0163F
EFFECTIVE JULY 18, 2011.

SITE DATA:

SETBACK=30' (CODE ALLOWS FOR 20' w/ APPROVAL)

SURVEY LEGEND

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET 1/2" x 30" REBAR w/BUE PLASTIC ID CAP #22259
- PARCEL OR LOT CORNER MONUMENT FOUND
- SET 1/2" x 30" REBAR w/BUE PLASTIC ID CAP #22259
- () RECORDED AS

-307-

J:\5567.dwg Survey\Pre\ Plat - Revised 4-19-2018\5567-Pre\ Plat Sheet 1 - 6-15-2018.dwg - CGA Plan - 08-02-08 - 7:38am - cap288

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE
1	REVISE ROW	CAQ	6-15-2018				
2	REVISE ROW	CAQ	7-25-2018				
3	REVISE WALK NOTE	CAQ	8-2-2018				

Clapsaddle-Garber Associates, Inc.
16 East Main Street
Marshalltown, Iowa 50158
Ph 641-752-6701
www.cgaconsultants.com

DESIGNED: _____ DATE: _____
DRAWN: CAQ DATE: 04-12-2017
CHECKED: ACD DATE: 04-12-2017
APPROVED: ACD DATE: 04-12-2017

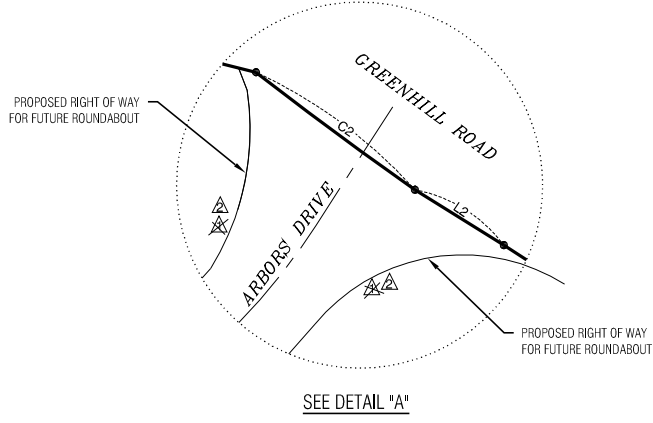
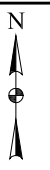
WEST VILLAGE
CEDAR FALLS, IOWA

PRELIMINARY PLAT

PROJECT NO.
5567.05
SHEET NO.
1 OF 2

Item G.2.i

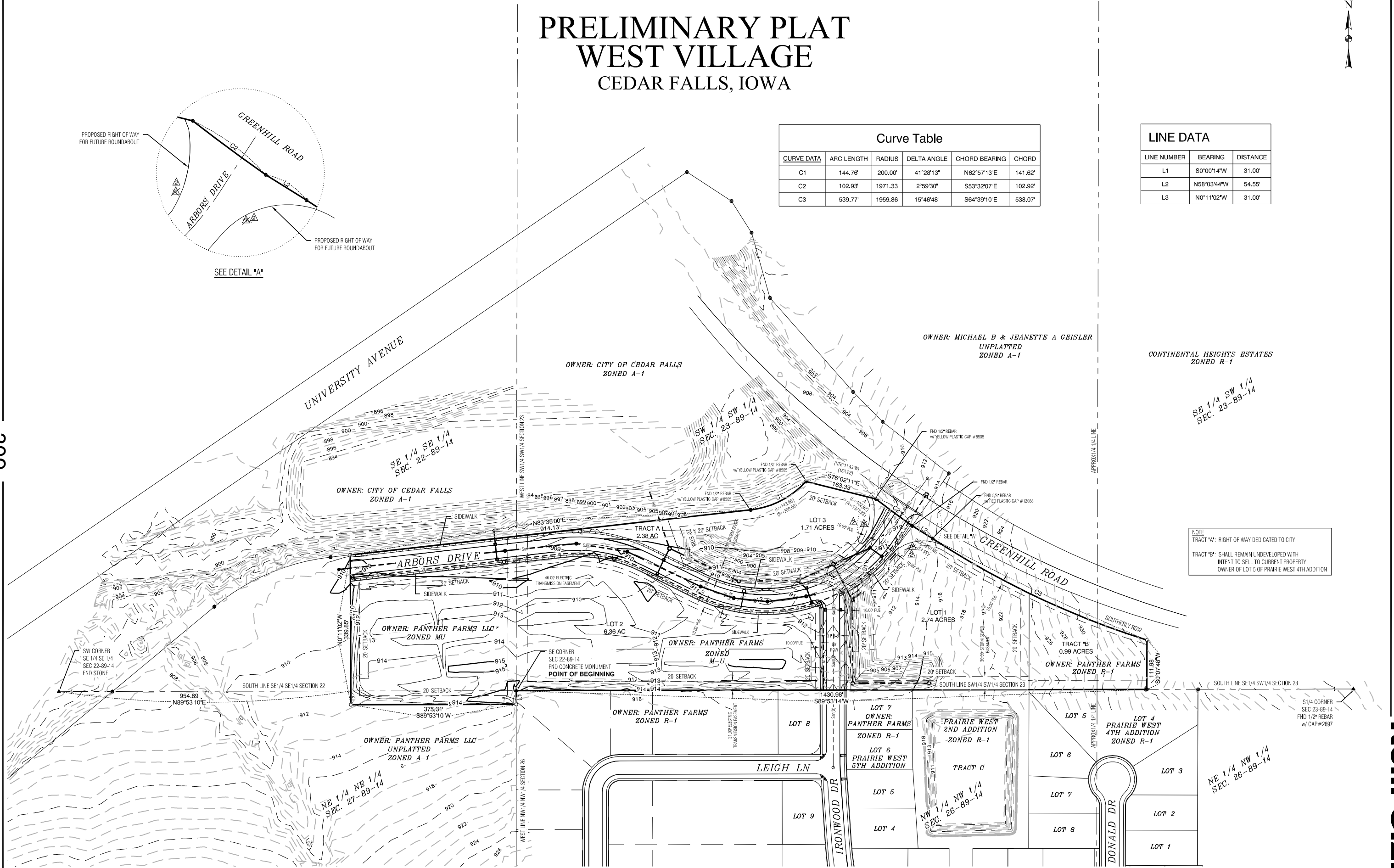
PRELIMINARY PLAT WEST VILLAGE CEDAR FALLS, IOWA



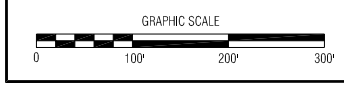
Curve Table					
CURVE DATA	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD
C1	144.76'	200.00'	41°28'13"	N62°57'13"E	141.62'
C2	102.93'	1971.33'	2°59'30"	S53°32'07"E	102.92'
C3	539.77'	1959.86'	15°46'48"	S64°39'10"E	538.07'

LINE DATA		
LINE NUMBER	BEARING	DISTANCE
L1	S0°00'14"W	31.00'
L2	N58°03'44"W	54.55'
L3	N0°11'02"W	31.00'

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NOTE
TRACT "A": RIGHT OF WAY DEDICATED TO CITY
TRACT "B": SHALL REMAIN UNDEVELOPED WITH INTENT TO SELL TO CURRENT PROPERTY OWNER OF LOT 5 OF PRAIRIE WEST 4TH ADDITION



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE
1	REVISE ROW	CAQ	6-15-2018				
2	REVISE ROW	CAQ	7-25-2018				
3	REVISE WALK NOTES	CAQ	8-2-2018				

CGA Clapsaddle-Garber Associates, Inc.
16 East Main Street
Marshalltown, Iowa 50158
Ph 641-752-6701
www.cgaconsultants.com

DESIGNED: - DATE: -
DRAWN: CAQ DATE: 04-12-2017
CHECKED: ACD DATE: 04-12-2017
APPROVED: ACD DATE: 04-12-2017

WEST VILLAGE CEDAR FALLS, IOWA

PRELIMINARY PLAT
PROJECT NO. 5567.05
SHEET NO. 2 OF 2

Item G.2.i

DEED OF DEDICATION
OF
WEST VILLAGE
CEDAR FALLS, IOWA

KNOW ALL MEN BY THESE PRESENTS:

That West Village, LLC, an Iowa limited liability company, with its principal office in Cedar Falls, Iowa; being desirous of setting out and platting into lots and streets the land described in the attached Certificate of Survey by Travis R. Stewart, a Professional Engineer and Licensed Land Surveyor, dated ____ day of _____, 2018, do by these presents designate and set apart the aforesaid premises as a subdivision of the City of Cedar Falls, Iowa the same to be known as:

WEST VILLAGE
CEDAR FALLS, IOWA

all of which is with the free consent and the desire of the undersigned and the undersigned do hereby designate and set apart for public use the street(s) as shown upon the attached plat.

EASEMENTS

The undersigned do hereby grant and convey to the City of Cedar Falls, Iowa, its successors and assigns, and to any private corporation, firm or person furnishing utilities for the transmission and/or distribution of water, sanitary sewer, gas, electricity, communication service or cable television, perpetual easements for the erection, laying building and maintenance of said services over, across, on and/or under the property as shown on the attached plat.

RESTRICTIONS

Be it also known that the undersigned do hereby covenant and agree for themselves and their successors and assigns that each and all of the residential lots in said subdivision be and the same are hereby made subject to the following restrictions upon their use and occupancy as fully and effectively to all intents and purposes as if the same were contained and set forth in each deed of conveyance or mortgage that the undersigned or their successors in interest may hereinafter make for any of said lots and that such restrictions shall run with the land and with each individual lot thereof for the length of time and in all particulars hereinafter stated, to-wit:

1. Any building that shall be erected on any lot shall have a minimum setback from the front of the lot line as indicated on attached Final Plat. The minimum set back from each side lot line is 10% of the lot width measured along the front of the lot or seven (7) feet whichever is greater. All minimum setbacks will be required to meet or exceed M-U Zoning.

Item G.2.i.

2. The owner(s) of each lot, vacant or improved, shall keep his/hers lot or lots free of weeds and debris.

3. No obnoxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

4. All approaches and driveways in said subdivision shall be paved with concrete.

5. No old or used buildings shall be moved upon any of the lots in said subdivision for any purpose. Any auxiliary buildings or sheds must be built of the same or similar materials of the residential structure on the lot and have the same roof pitch and design as said residential structure.

6. No radio station or short-wave operators of any kind shall operate from any lot which shall cause interference with audio or visual reception upon any other lot. No exterior radio antenna shall be erected or maintained in or on the property. No satellite TV antenna or "Dish" may be maintained, constructed or erected on any lot unless it is constructed in the rear yard and at least twenty feet from any property line and is shielded from the public view by shrubbery and landscaping. No dish larger than 24" will be allowed.

7. No dwelling on any lot of said subdivision shall be occupied until the exterior is completed and finished and the interior substantially completed and finished.

8. No bus, semi-tractor, RV, fifth-wheel camper, trailer or truck of any kind except what is commonly described as a "pick-up truck" shall be kept or parked on any lot or street in said subdivision for a period not to exceed twenty-four hours, after which said vehicle can not return to said subdivision for a period of five days, provided, however, that this prohibition shall not apply to such vehicles driven in said subdivision in pursuit of and in conducting their usual business.

9. All buildings erected on any lot in said subdivision shall be constructed in accordance with the Building, Plumbing, and Electrical Codes of the City of Cedar Falls, Iowa.

10. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that two dogs or cats maximum, or other household pets are allowed and then only if they are not kept, bred or maintained for any commercial purposes, such animals shall be kept under control so as not to constitute a public nuisance and must be kept in compliance with applicable zoning laws and regulations of the City of Cedar Falls, Black Hawk County, Iowa. Dog runs or dog kennels of any kind are prohibited.

11. Any and all fencing constructed on said lots shall have a minimum set back of one foot from any property line. Construction of any privacy fencing must have the support posts on the interior side of the fencing.

12. Tract "A" to be deeded to the City of Cedar Falls, for street purposes.

13. Tract "B" to be deeded to the owner of adjoining Lot 5, Prairie West 4th Addition, City of Cedar Falls, Black Hawk County, Iowa.

14. A five foot wide P.C.C. sidewalk four inches thick will be installed by the owner of said lot during or immediately after the construction of the residence on any particular lot, or within five years after the date the plat is filed in the office of the recorder of Black Hawk County, whichever is sooner and that the sidewalk be across the full width of the lot and on corner lots also. A sidewalk will be installed along Tract A on the north side of Arbors Drive by developer as part of the Public Improvements. In the event that the City is required to construct a sidewalk, a lien or liens may only be imposed against the lot or lots which require city construction and no others in the subdivision.

15. No building or structure shall be erected, placed or altered on any lot in this subdivision until the building plans, and plot plan, showing all buildings, patios, and pools, and showing the location thereof, and side yard distances, rear yard distances, front yard distances, driveways, and walkways, and type of construction have been approved in writing as to conformity and harmony of the external design and quality workmanship and materials with existing structures in the subdivision by a representative of West Village, LLC.

16. Factory-built housing or modular homes will not be allowed. Panelized homes may be allowed, but must meet the requirements of West Village, LLC, as stated in the previous restriction.

17. The Owner and/or occupant of each Lot shall jointly and severally be responsible to keep in good order or to maintain the area between the curblin and the property line abutting their property including keeping said area free of holes, pitfalls, stumps of trees, fences, brick, stone, cement, stakes, posts or rods to which a metal, plastic or similar receptacle designed to hold newspapers are affixed, private irrigation or sprinkler systems, retaining walls, landscaping brick, block, stone, timber or other similar material, or any other similar obstructions. All mailboxes shall be clustered or grouped for the units, and shall not be placed between the curb line and the property line abutting the lots.

18. The contractor or owner of any lot shall verify the depth of the sanitary sewer service line serving said lot to insure minimum drainage will be met prior to any footing or foundation work being completed. All sump pump lines must be buried and attached to the subdrain along the back of the P.C.C. curbed street. No sump lines will be allowed to dump directly onto the ground surface.

Item G.2.i.

19. Any and all drainage easements will be required to follow the “Stormwater Management Plan” and no building structures, fence structures, landscaping structures, private gardens or any other possible obstruction can be built in and over said drainage easements. All lot owners and/or contractors working on said lots will be responsible to maintain said easements to be free and clear of any physical obstruction(s) thus allowing the conveyance of overland storm water runoff as intended per “Stormwater Management Plan” on record with the City of Cedar Falls Engineer’s Office.

20. No direct access is allowed from any Lot to Greenhill Road.

PUBLIC IMPROVEMENTS REQUIRED IN PLAT

1. The Street(s) shown on the attached plat, and referred to as Tract “A”, will be brought to City grade and that the street will be thirty-one (31) feet, back of curb to back of curb, with approved hard surface pavement in accordance with the City of Cedar Falls, Standard Specifications unless otherwise specified as per approved construction plans.

2. Sanitary sewer, together with the necessary manholes and sewer service lines to all lots in the plat will be provided.

3. That underground utilities, as required by the Subdivision Ordinance of the City of Cedar Falls, Iowa, shall be installed.

4. That city water will be provided to all lots as required by the Cedar Falls Municipal utilities.

5. That municipal fire hydrant(s) will be provided as required by the Cedar Falls Public Safety Department.

6. That Storm sewer will be provided as specified by the City Engineer.

7. That handicap ramps will be provided as required by law.

8. That the work improvements called herein shall be in accordance with the specifications of the City of Cedar Falls, Iowa, and performed under the supervision of the City Engineer. In the event that the developer, West Village, LLC, its grantees and assigns fail to complete said work and improvements called for within one (1) year from the date of the acceptance of said final plat by the City of Cedar Falls, Iowa, the City may then make improvements and assess the costs of the same to the respective lots. The undersigned, for themselves, their successors, grantees and assigns, waive all statutory requirements of notice of time and place of hearing and agree that the City may install said improvements and assess the total costs thereof against the respective lots.

9. That the City may perform said work, levy the cost thereof as assessments, and the undersigned agree that said assessments so levied shall be a lien on the respective lots with the same force and effect as though all legal provisions pertaining to the levy of such special assessments have been observed, and further authorize the City Clerk to certify such assessments to the County Auditor as assessments to be paid in installments as provided by law.

10. The Developer shall construct and install all required public improvements within the subdivision plat, to conform with approved construction plans which meet the specifications of the City of Cedar Falls, Iowa. Such required public improvements shall meet the following requirements:

- (a) Shall be constructed and installed in a good and workmanlike manner;
- (b) Shall be free of defects in workmanship or materials;
- (c) Shall be free of any conditions that could result in structural or other failure of said improvements;
- (d) Shall be constructed and installed in accordance with the design standards and technical standards established for such public improvements by the City and by Cedar Falls Utilities;
- (e) Shall be constructed and installed in strict compliance with the minimum acceptable specifications for the construction of public improvements set forth in the Cedar Falls Code of Ordinances, including without limitation, Chapter 24, Subdivisions, and as such specifications shall be recommended for approval by the City Engineer from time to time, and approved by the city council.

The Developer's construction plans are now on file in the Office of the City Engineer.

SIGNED and DATED this _____ day of _____, 2018.

West Village, LLC

Brent Dahlstrom, Manager

Item G.2.i.

STATE OF IOWA, BLACK HAWK COUNTY: ss

On this ____ day of _____, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Brent Dahlstrom, Manager of West Village, LLC, to me known as the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed on behalf of West Village, LLC.

Notary Public in and for the State of Iowa

RESOLUTION NO. _____

RESOLUTION ACCEPTING AND APPROVING THE WEST VILLAGE
PRELIMINARY PLAT, CITY OF CEDAR FALLS, IOWA

WHEREAS, the Planning and Zoning Commission has reviewed the attached West Village Preliminary Plat at their regular meeting on May 24, 2017, and

WHEREAS, the Planning and Zoning Commission has recommended approval of said preliminary plat, and

WHEREAS, the City Council does hereby recommend approval of the West Village Preliminary Plat.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that the attached preliminary plat heretofore filed for the property to be known as

WEST VILLAGE PRELIMINARY PLAT, CITY OF CEDAR FALLS, IOWA.

shall be accepted and approved.

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: Iris Lehmann, Planner I
DATE: August 29, 2018
SUBJECT: Rental to Single Family Owner Conversion Incentive Program: 2103 Washington Street

The Rental to Single Family Owner Conversion Incentive Program was adopted by City Council on December 21, 2015. The program offers a Forgivable Loan of up to \$10,000 for exterior improvements to a residential rental property being purchased and converted to a single family owner occupied residence. The goal is to improve and positively impact neighborhood character and encourage private improvements to rental properties converting to owner occupied. The concept of the Rental to Single Family Owner Conversion Incentive Program was developed initially through the City established Rental Task Force.

2103 Washington Street was purchased by Justin Bahr on April 17, 2018. The owner has submitted an application, attached, to be considered for the Rental to Single Family Owner Conversion Incentive Program. The property meets the requirements for the program: has been a rental for at least the past three years (since early 2015), is located in the R-2 zoning district, falls within the program's geographical boundaries, and is in a block with less than 75% rentals.

Justin Bahr is proposing to upgrade all the windows and doors at 2103 Washington Street. Based on the submitted bid by Freed Construction Inc the actual cost of the improvements listed is \$18,701.55.

The Community Development Department recommends adopting a resolution approving this property for a forgivable loan of up to \$10,000.00 with the placement of a lien on the property for which 20% will be forgiven each year for five years with prorated payback if sold prior to the end of five years. Half of the forgivable loan will be paid upon City Council approval with the balance paid upon completion of the improvements, inspections by the City of the improvements, and verification of the actual costs of the improvements. This approval is subject to the property passing a major system evaluation (city inspection).

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

Xc: Stephanie Sheetz, Community Development Director
Karen Howard, Planning & Community Services Manager

This instrument was drafted by: Iris Lehmann, Community Development Department,
City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, Phone: 319-268-5185.

LIEN NOTICE AND SPECIAL PROMISSORY NOTE

Account No. 101-2245-44-89.79 Amount \$ 10,000.00

Date: _____

RE: Property located at: 2103 Washington Street
and legally described as RAILROAD ADDITION C F E 1/2 LOT 1 BLK 30 NORMAL
ADDITION E 1/2 LOT 1 BLK 2

(hereinafter the "Rehabilitated Property").

WHEREAS, the City of Cedar Falls, Iowa, has advanced certain sums to the following owner or owners: Justin S. Bahr (hereinafter referred to as "Owner"), under the a Rental to Owner Conversion Program, which Program requires that an encumbrance be placed upon the above-described Property, upon the terms and conditions set forth below.

IT IS AGREED by the Owner as follows:

FOR VALUE RECEIVED, the undersigned Owner, jointly and severally promises to pay to the order of the City of Cedar Falls, Iowa, or its successors or assigns (hereinafter the "City"), the sum of ten thousand and 00/100 Dollars (\$10,000.00) (hereinafter the "Loan"), as follows:

- A. If the Property is sold or transferred within twelve (12) months of the date of this agreement, one hundred (100) percent of the Loan shall become due and payable to the City;
- B. If the Rehabilitated Property is sold or transferred any time between the 13th and 24th month from the date of this agreement, eighty (80) percent of the Loan shall become due and payable to the City;
- C. If the Rehabilitated Property is sold or transferred any time between the 25th and 36th month from the date of this agreement, sixty (60) percent of the Loan shall become due and payable to the City;
- D. If the Rehabilitated Property is sold or transferred any time between the 37th and 48th month from the date of this agreement, forty (40) percent of the Loan shall become due and payable to the City;

Item G.2.j.

- E. If the Rehabilitated Property is sold or transferred any time between the 49th and 60th month from the date of this agreement, twenty (20) percent of the Loan shall become due and payable to the City:
- F. After the sixtieth (60) month from the date of this instrument, the entire amount of the Loan is forgiven and no money will be due and payable to the City;
- G. Owner shall own and occupy the Property as the Owner’s principal residence at all times during the sixty (60) month period described herein. In the event the Owner fails to occupy the Rehabilitated Property as the Owner’s principal residence for any period of two (2) consecutive months, for any reason, or sells, transfers, rents, abandons, vacates or otherwise in any manner fails to occupy the Property, whether voluntarily or involuntarily, prior to the termination of the sixty (60) month period described herein, Owner shall immediately notify the City thereof. If during said sixty (60) month period, Owner shall violate the foregoing requirements, Owner shall immediately pay to the City the percentage of the unforgiven principal amount of the Loan, based upon the foregoing schedule, for the period between the date of this agreement and the date Owner fails to meet the foregoing requirements.
- H. Notwithstanding the provisions of paragraph G. above, if the failure of Owner to comply with the requirements of paragraph G. is due to medical circumstances beyond the reasonable control of Owner as defined in this paragraph, the entire amount of the Loan shall be forgiven, and no money will be due and payable to the City. For purposes of this agreement, “medical circumstances beyond the reasonable control of the Owner” shall include, without limitation, the death of the Owner, and the relocation of the Owner if prescribed by a medical doctor for health or disability reasons, with said relocation being to another climate, to a nursing or other care facility, or to an apartment or other facility, if deemed by Owner’s medical doctor as more suitable for the health and care of the Owner.

 Justin S. Bahr
 OWNER

 OWNER

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

This instrument was acknowledged before me on the ____ day of _____, 2018, by Justin S. Bahr.

 Notary Public in and for the State of Iowa



**DEPARTMENT OF COMMUNITY DEVELOPMENT
RENTAL TO OWNER CONVERSION INCENTIVE PROGRAM APPLICATION**

**City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613**

Property's Address: 2103 Washington St Cedar Falls IA 50613

Property Zoning (circle one): R1 , R2 , Other

Name of Applicant: Justin S. Bahr

Applicant's Email: bahrjustin17@gmail.com Daytime Phone #: 641-373-2017

Current Deed Holder or Contract Buyer: Justin S. Bahr

Mailing Address of Owner (if different than above): SAME

Owner's Email: SAME AS ABOVE Daytime Phone #: SAME AS ABOVE

Nature of improvements (specify): New Windows + Doors
(9-10) (4)

Estimated or Actual Cost of Improvements: \$18,701.55

Proposed Start Date: Sept/Oct Estimated or Actual Date of Completion: Sept/Oct

Lender: UICU (Kyle Langenburg) Daytime Phone #: 319-553-3847

Lender Address: 3409 Cedar Heights Dr Cedar Falls IA 50613

Applicants Signature: [Signature] Date: 8/3/2018

Name (Printed): Justin S. Bahr

FOR CITY USE ONLY

CITY COUNCIL	Application Approved / Disapproved Reason (if disapproved): _____ Date: _____ Resolution No. _____ Attested by the City Clerk
ASSESSOR	Present Assessed Value of Structure _____ Assessed Value with Improvements _____ Eligible or Non-eligible for Tax Abatement _____ Assessor _____ Date _____

Item G.2.j.



319-239-0514
 Fax: 319-824-3190

Job Bid

Date:	August 3, 2018
Bid #	07-0115

25546 215th Street Grundy Center, Iowa 50638

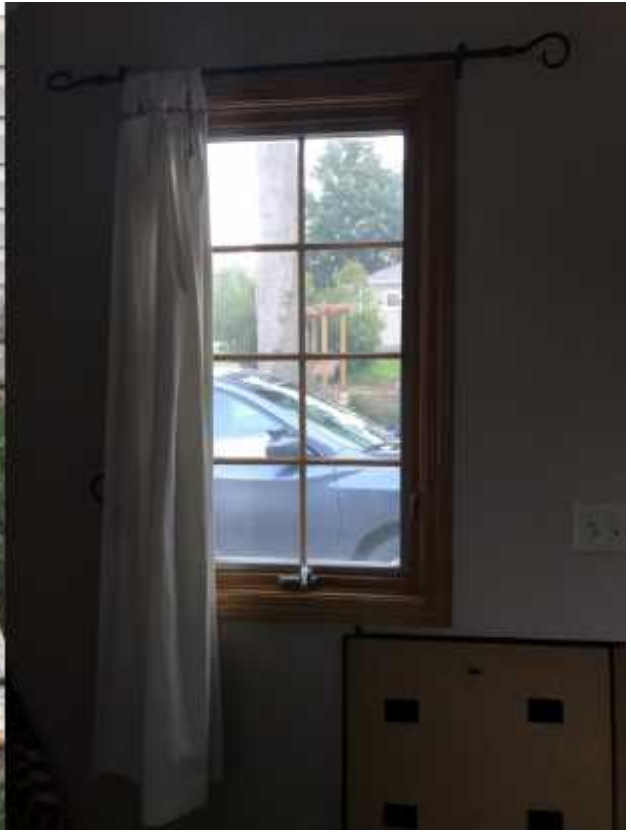
Customer	Job Address
Justin Bahr 2103 Washington St. Cedar Falls, IA 50613	SAME

Qty	Description	Unit	Total
	*Window & Door Replacement		
1.00	July window & door package(basement windows and 1 door) Includes: Anderson casement windows figured for egress, and a prefinished clad entry door for back of garage	3,875.09	3,875.09
1.00	Window & door material package(5 windows, 2 doors, 1 slider) Includes: Anderson 400 series double hung windows, Anderson Gliding patio door, and prefinished entry doors with clad jambs	8,734.46	8,734.46
1.00	Window & door installation labor	5,785.00	5,785.00
1.00	Building permit	307.00	307.00
	Subtotal		\$ 18,701.55
	Total		\$ 18,701.55

We appreciate the opportunity to provide you with costs on your project!

By signing customer agrees to pay 25% before work begins and the remainder within 30 days of completion.
 If Customer fails to pay any amount due to Freed Construction Inc. Customer agrees to pay 1 1/2% per month on any outstanding balance. Customer also agrees to pay all costs of collection including reasonable attorney fees and court costs

Freed Construction	Customer
--------------------	----------

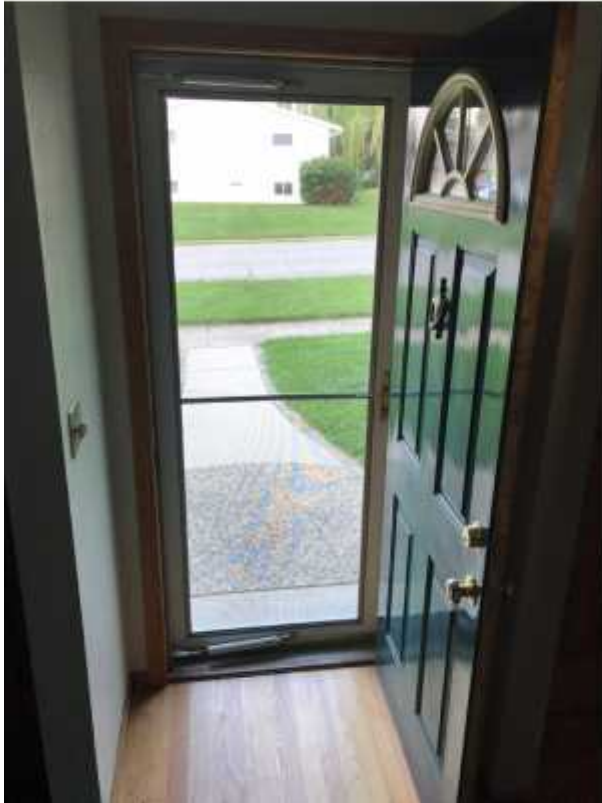


Item G.2.j.





Item G.2.j.





Item G.2.j.





PROGRAM ELIGIBILITY REQUIREMENTS

- R1 and R2 zoned properties within the designated area on the boundary map that have been rentals for at least three years. Major household systems must be in good working order. City inspection required.
- Major household systems include electrical, plumbing, HVAC, and general overall property and structure condition. City will not provide funding if there are health or safety concerns with the major systems. (If major systems repairs are included as part of the project and will be financed by the homeowner, the project could be eligible for this program.)

Date of application will be used to prioritize projects unless there are less applications than available funding. The following preferences of project funding will be evaluated for use:

- A. Structures built prior to 1980
 - B. Projects with two or more improvements that provide a larger neighborhood impact
 - C. Projects in blocks with less than 50% rentals
- Improvements must be made on private property and completed within six months of closing. Repayment may be required if improvements have not been completed, have not started, or no significant progress has been made.



220 Clay Street
Cedar Falls, Iowa 50613

Ph: (319) 273-8600
Fax: (319) 268-5126

www.cedarfalls.com

For more information or to obtain an application, please contact the Cedar Falls Community Development Department.

RENTAL TO SINGLE
FAMILY OWNER
CONVERSION INCENTIVE PROGRAM



MAKING A POSITIVE
NEIGHBORHOOD IMPACT

Item G.2.j.

The City of Cedar Falls has established a new Rental to Single Family Owner Conversion Incentive Program with a goal of promoting balance within certain neighborhoods.

GENERAL PROGRAM GUIDELINES

- Available to R1 and R2 zoned rental properties within the project area (*see map*)
- City staff will be involved prior to closing and can provide an indication of eligibility
- Post-Closing Program to ensure conversion of property to single-family ownership
- Discretionary program: City has no obligation to fund a request

-334-

SAMPLE EXTERIOR IMPROVEMENTS

- Siding, paint, roof, windows, and gutters
- Landscaping, clearing, cleanup (as part of other improvements)
- Removing areas of broken paving/gravel and replacing with hard surface
- Removal of deteriorated stoops/porches
- Other exterior improvements adding to the overall home and neighborhood character



DETAILED PROGRAM COMPONENTS

- Forgivable Loan Program with 20% forgiven each year with prorated payback if sold within five years
- A lien will be placed on the property
- No current income limits or matching fund requirements
- City funds to be used only for exterior improvements that create positive visual neighborhood impacts
- Maximum City funding of \$10,000 per project
- 50% of City funding provided after closing, with approved application and cost estimate for improvements
- Balance paid after project completion, with all project receipts and City inspection

PROGRAM PROCESS





DEPARTMENT OF COMMUNITY DEVELOPMENT

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

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

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

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

TO: Honorable Mayor James P. Brown and City Council
FROM: David Sturch, Planner III
DATE: August 29, 2018
SUBJECT: W. 1st Street Reconstruction Project - Property Acquisitions
 Project # RC-000-3118
 State Project # STP-57-2(28)-2C-07

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

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

Parcel #	Owner	Address	Acquisition Type
23	Joe and Patricia Turner	929 W. 1 st Street	Partial Acquisition Temporary and Public Utility Easement
30	Crazy to Quilt Shop	707 W. 1 st Street	Temporary Easement
41	NSA II, LLC (Metro Mart)	103 Franklin Street	Partial Acquisition Temporary Easement
42	Bendable Equities LLC	Vacant Property (SE Corner of W. 1 st and Tremont Street)	Partial Acquisition Temporary Easement
43	James Kenyon (Cedar Valley Vet Center)	506 W. 1 st Street	Partial Acquisition Temporary Easement
49	J and M Bodensteiner LLC	714 W. 1 st Street	Total Acquisition
55	Carmen Nimmo and Joseph Barker	904 W. 1 st Street	Partial Acquisition Temporary Easement
56	DT Rentals LLC	908 W. 1 st Street	Partial Acquisition Temporary Easement
60	Bradley Schultz	930 W. 1 st Street	Partial Acquisition Temporary Easement

Item G.2.k.

64	HCC Properties LLC	1116 W. 1 st Street	Partial Acquisition Temporary Easement
68	David Johnson	1216 W. 1 st Street	Partial Acquisition Temporary Easement Tenant Agreement

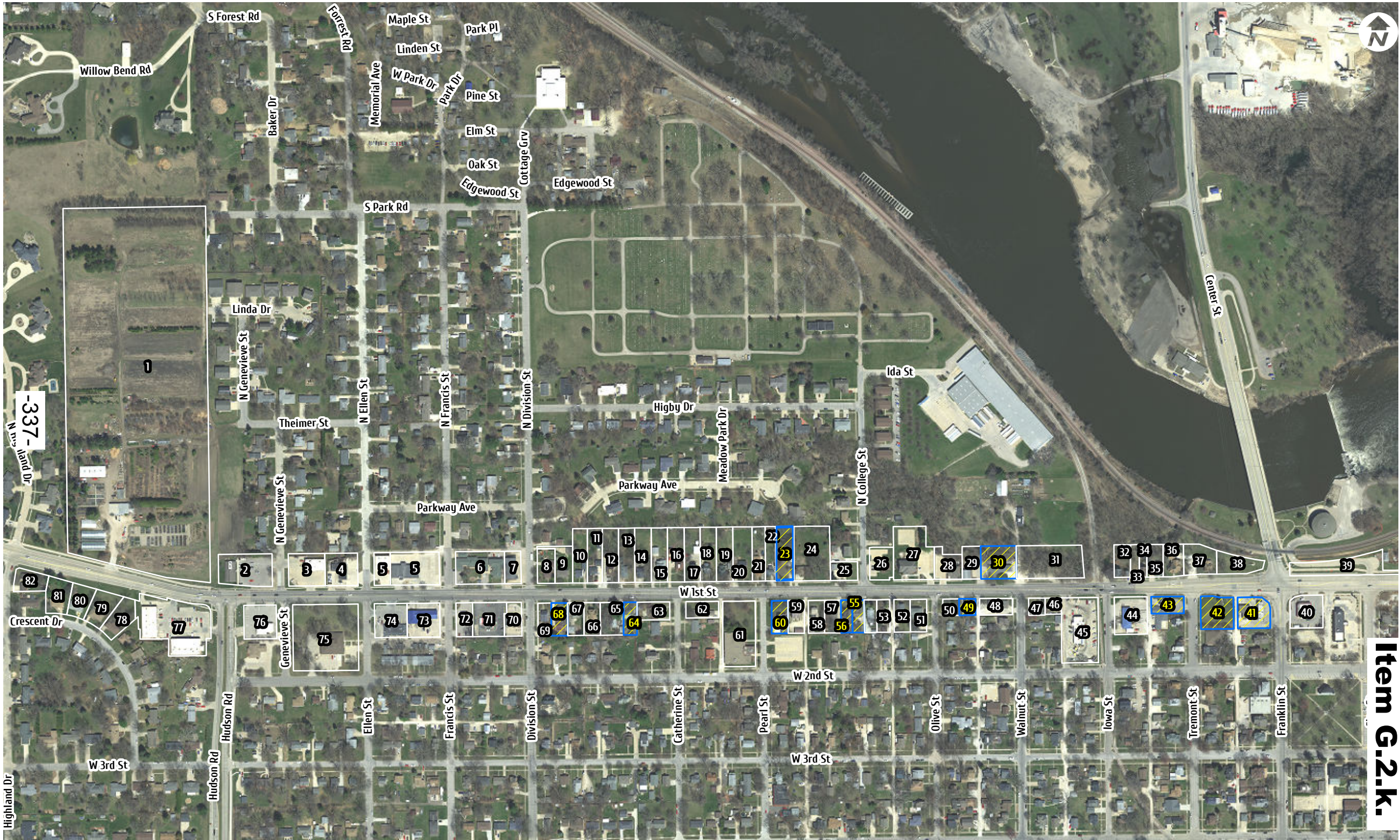
Attached is a map that identifies the location of these properties.

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

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

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

xc: Stephanie Sheetz, Director
Jon Resler, City Engineer



Item G.2.k.

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

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

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

PROPERTY ADDRESS: 929 W. 1st St. COUNTY TAX PARCEL NO.8914-11-228-016
PARCEL NO. 23
PROJECT NO. STP-57-2(28)-2C-07
PROJECT NAME: West 1st St. / IA 57 PCC Pavement Reconstruction

THIS AGREEMENT entered into this _____ day of _____, 2018, by and between Joseph W. Turner and Patricia M. Turner, Seller, and the City of Cedar Falls, Iowa, Buyer.

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

FEE Acquisition
See attached

Permanent Utility Easement
See attached

Temporary Easement
See attached

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

_____.

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

Item G.2.k.

4. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, or an interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>9,475.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>9,500.00</u>	TOTAL LUMP SUM	

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

Land by Fee Title	<u>567</u> sq. ft.	<u>\$ 5,103.00</u>
Permanent Utility Easement	<u>736</u> sq. ft.	<u>\$ 3,312.00</u>
Temporary Easement	<u>736</u> sq. ft.	<u>\$ 1,060.00</u>
Miscellaneous/Other	_____	\$ _____
Buildings		\$ _____
Severance Damages		\$ _____

5. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
6. The Seller warrants that there are no tenants on the premises holding under lease except: UNKNOWN.
7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are: _____

8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 9 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

- 10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
- 11. This written agreement and the attachments together constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.
- 12. The Seller shall have five years from the date of settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

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

Joseph W. Turner 8-14-18
 Joseph W. Turner Date

Patricia M. Turner
 Patricia M. Turner Date

For an acknowledgment in an individual capacity:

State of Iowa
 County of Black Hawk

This record was acknowledged before me on Aug 14, 2018
 by Joseph & Patricia Turner Name(s) of individual(s)

Amy C Eggleston
 Signature of notarial officer



Amy C Eggleston
 Printed name of notarial officer

May 11, 2021
 My commission expires

Item G.2.k.

BUYER'S APPROVAL

By: _____
James P. Brown, Mayor (date)

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

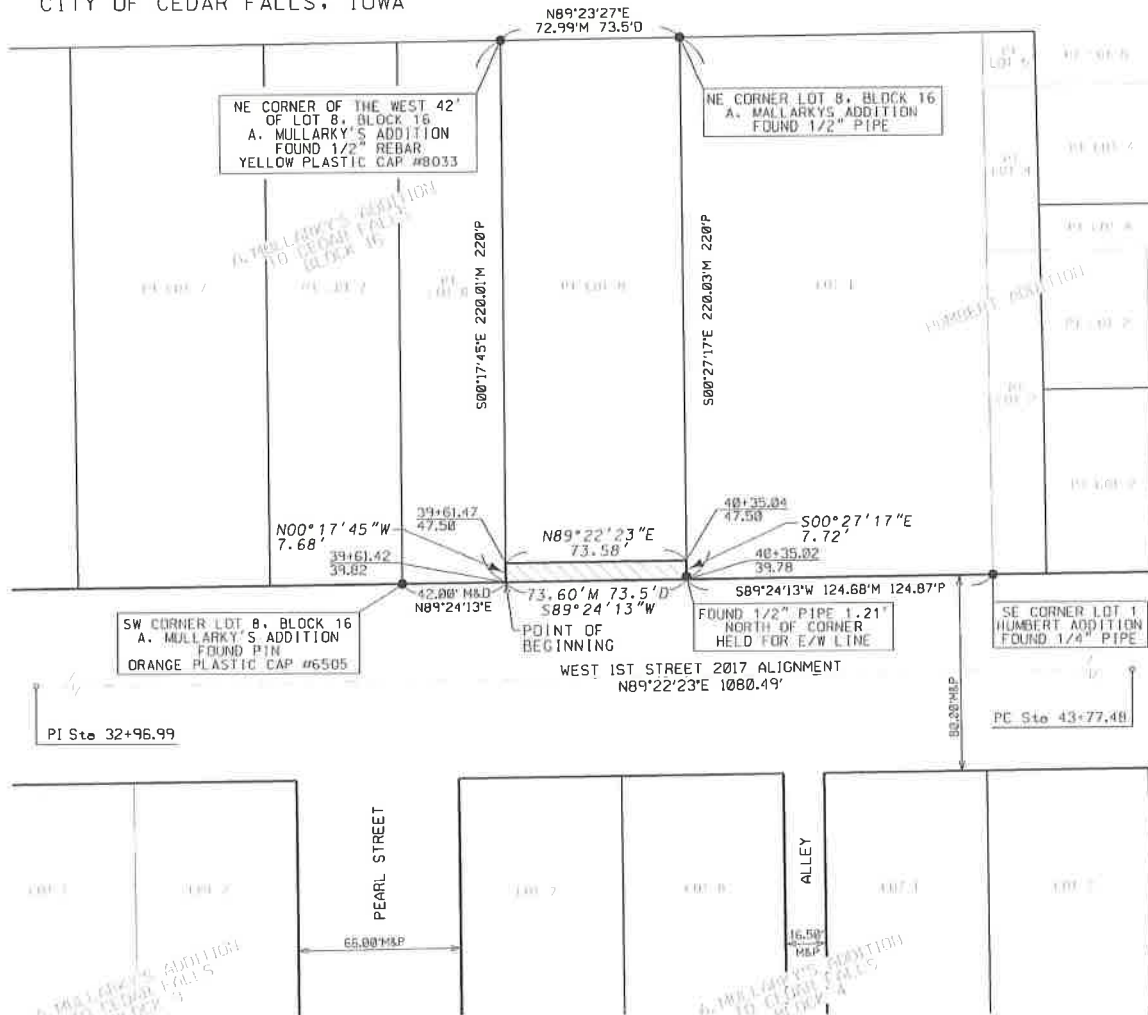
This instrument was acknowledged before me on the _____ day of _____, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT
EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. _____
PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 23
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
ROW-FEE 567 S.F. EASE _____ AC EXCESS-FEE _____ AC
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
ACQUIRED FROM JOSEPH W. & PATRICIA M. TURNER

CITY OF CEDAR FALLS, IOWA



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

Terry Coady 2-18-2018

 TERRY COADY DATE:
 License number 18643
 My License Renewal Date is December 31, 2019
 Pages covered by this seal: _____
 EXHIBIT "A" ONLY



- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- FOUND IDOT ALUM. CAP (UNLESS OTHERWISE NOTED)

DATE REVISED _____

DATE DRAWN JANUARY 29, 2018 -343-

SCALE 1" = 60'

Item G.2.k.

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 23

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 8 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 8, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH 89°24'13" EAST ALONG THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 42.00 FEET TO THE SOUTHEAST CORNER OF THE WEST 42.00 FEET OF SAID LOT 8; THENCE NORTH 00°17'45" WEST ALONG THE EAST LINE OF SAID WEST 42.00 FEET OF LOT 8, A DISTANCE OF 7.68 FEET; THENCE NORTH 89°22'23" EAST, 73.58 FEET TO THE WEST LINE OF LOT 1 OF HUMBERT ADDITION, AN OFFICIAL PLAT; THENCE SOUTH 00°27'17" EAST ALONG SAID WEST LINE, 7.72 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 89°24'13" WEST, 73.60 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (567 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

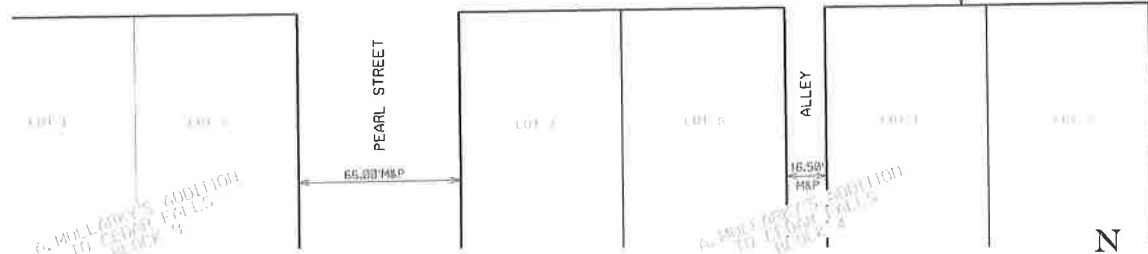
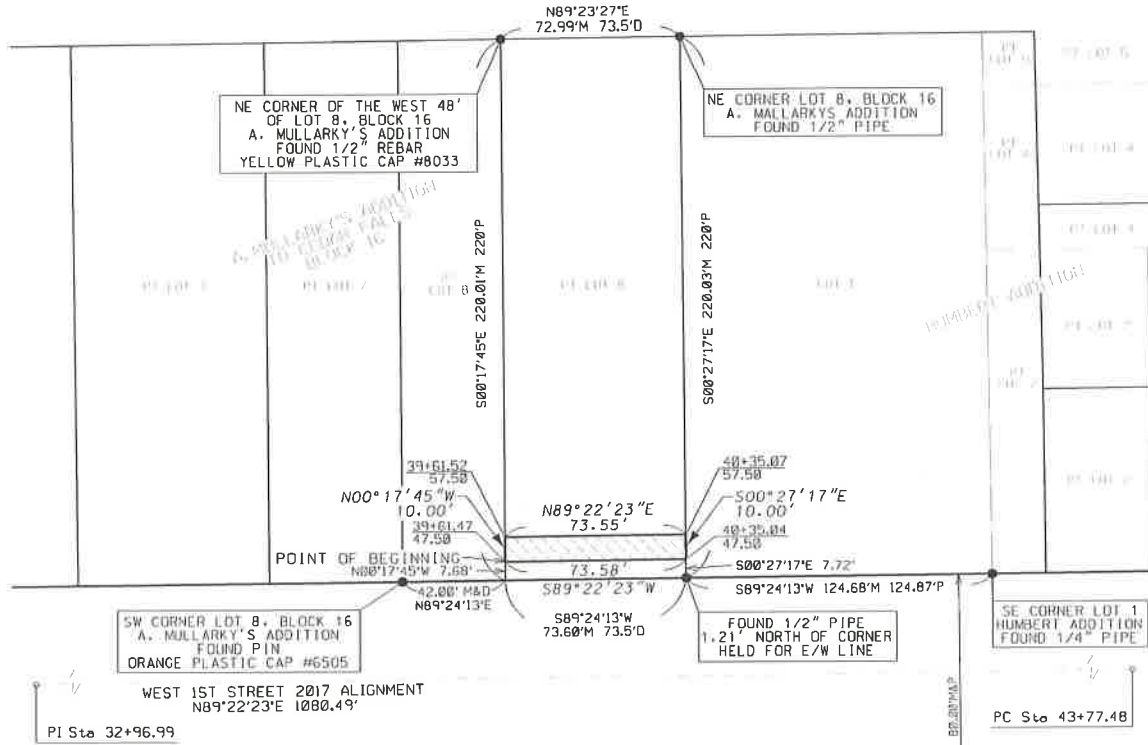
NOTE:

THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT
EXHIBIT "A"

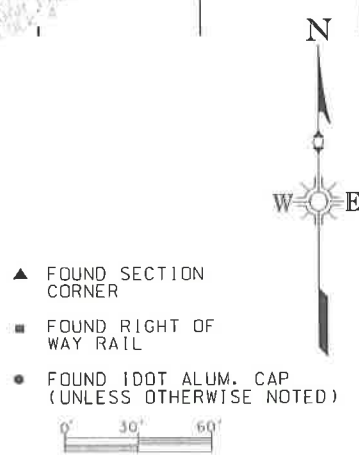
COUNTY BLACK HAWK STATE CONTROL NO. _____
PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 23
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
ROW-FEE _____ AC, EASE 736 S.F. EXCESS-FEE _____ AC
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
ACQUIRED FROM JOSEPH W. & PATRICIA M. TURNER

CITY OF CEDAR FALLS, IOWA
EASEMENT ACQUIRED FOR PUBLIC UTILITY



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

Terry Coady 2-18-2018
TERRY COADY DATE:
License number 18643
My License Renewal Date is December 31, 2019
Pages covered by this seal: _____
EXHIBIT "A" ONLY



Item G.2.k.

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 23

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

EASEMENT GRANTED FOR PUBLIC UTILITY DESCRIBED AS FOLLOWS:

A PART OF LOT 8 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:















COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 8, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH 89°24'13" EAST ALONG THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 42.00 FEET TO THE SOUTHWEST CORNER OF THE EAST 73.50 FEET OF SAID LOT 8; THENCE NORTH 00°17'45" WEST ALONG THE WEST LINE OF SAID EAST 73.50 FEET OF LOT 8, A DISTANCE OF 7.68 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°17'45" WEST ALONG SAID WEST LINE, 10.00 FEET; THENCE NORTH 89°22'23" EAST, 73.55 FEET TO THE EAST LINE OF SAID LOT 8; THENCE SOUTH 00°27'17" EAST ALONG SAID EAST LINE, 10.00 FEET; THENCE SOUTH 89°22'23" WEST, 73.58 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 AC. (736 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

LEGEND

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

* INCLUDES UNDERLYING TEMPORARY EASEMENTS



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION
 PARCEL 23 - JOSEPH W. & PATRICIA M. TURNER

SCALE:
1" = 40'

DATE:
02/08/2018

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



#PLTDRVL#
#PENBALL#
#SHEETNAME#

#FILE#
#DATE#
#USER#

Item G.2.k.

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

OWNER'S TEMPORARY GRADING EASEMENT FOR CONSTRUCTION

This instrument is made this _____ day of _____, 2018, by Joseph and Patricia Turner, owner(s) (hereinafter referred to as GRANTOR(S)) of the following described property:

See Attached Exhibit

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

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

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

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

See Attached Temporary Grading Easement for Construction Exhibit,

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

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

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

Item G.2.k.

ACCEPTANCE OF EASEMENT

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

Dated this _____ day of _____, 2018.

CITY OF CEDAR FALLS, IOWA

James P. Brown, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk















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

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

Notary Public in and for the State of Iowa

My Commission Expires:

LEGEND

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

* INCLUDES UNDERLYING TEMPORARY EASEMENTS



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION
 PARCEL 23 - JOSEPH W. & PATRICIA M. TURNER

SCALE: 1" = 40'
 DATE: 02/08/2018
 PROJECT #: STP-57-2(28)-2G-07



#PLTDRVL#
 #PENTRLL#
 #SHEETNAME#

#FILE#
 #DATE#
 #USER#

Item G.2.k.

WHEN RECORDED RETURN TO:

City Clerk – City of Cedar Falls
220 Clay St.
Cedar Falls, IA 50613

Preparer Information: Kevin Rogers, City Attorney, 220 Clay St. Cedar Falls, IA 50613

PUBLIC UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Joseph W. and Patricia M. Turner, of the County of Black Hawk, State of Iowa, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Cedar Falls, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Cedar Falls, Iowa, a municipal corporation, in the County of Black Hawk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

See Exhibit Attached.

That the above described easement is granted unto the City of Cedar Falls, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

Public Utility

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.

2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

8. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

9. Existing Structures, Plantings and Fencing. Grantor and its grantees, acknowledge the existing structures, plantings, and fencing remaining inside the Easement following construction of the West 1st Street Improvements Project may remain until such time use of the Easement area is needed by the City. Grantor and its grantees, further acknowledge should removal of existing structures, plantings, and fencing be required after the Project that these removals will be performed by the City, but the City is under no obligation to replace, or provide compensation for, any existing structures, plantings, and fencing removed from within the Easement area.

Grantor does hereby covenant that Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

ACCEPTANCE OF PUBLIC UTILITY EASEMENT

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

Dated this _____ day of _____, 2018.

CITY OF CEDAR FALLS, IOWA

James P. Brown, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

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

I, Jacqueline Danielsen, MMC, City Clerk of the City of Cedar Falls, Iowa, do hereby certify that the foregoing Public Utility Easement was duly approved and accepted by the City Council of the City of Cedar Falls by Resolution No. _____, passed on the _____ day of _____, 2018, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2018.

Notary Public in and for the State of Iowa

My Commission Expires:


Item G.2.k.

IOWA DEPARTMENT OF TRANSPORTATION ACQUISITION PLAT EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. _____
 PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 23
 SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
 ROW-FEE _____ AC, EASE 736 S.F. EXCESS-FEE _____ AC
 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE
 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
 ACQUIRED FROM JOSEPH W. & PATRICIA M. TURNER

CITY OF CEDAR FALLS, IOWA
 EASEMENT ACQUIRED FOR PUBLIC UTILITY





TERRY COADY
18643

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

Terry Coady 2-19-2018
 TERRY COADY DATE:

License number 18643

My License Renewal Date is December 31, 2019

Pages covered by this seal: _____

EXHIBIT "A" ONLY



DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 23

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

EASEMENT GRANTED FOR PUBLIC UTILITY DESCRIBED AS FOLLOWS:

A PART OF LOT 8 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 8, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH 89°24'13" EAST ALONG THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 42.00 FEET TO THE SOUTHWEST CORNER OF THE EAST 73.50 FEET OF SAID LOT 8; THENCE NORTH 00°17'45" WEST ALONG THE WEST LINE OF SAID EAST 73.50 FEET OF LOT 8, A DISTANCE OF 7.68 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°17'45" WEST ALONG SAID WEST LINE, 10.00 FEET; THENCE NORTH 89°22'23" EAST, 73.55 FEET TO THE EAST LINE OF SAID LOT 8; THENCE SOUTH 00°27'17" EAST ALONG SAID EAST LINE, 10.00 FEET; THENCE SOUTH 89°22'23" WEST, 73.58 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 AC. (736 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

Item G.2.k.

Prepared by: Snyder and Associates - 2727 SW Snyder Blvd. PO Box 1159, Ankeny, IA 50023 (515) 964-2020
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

PROPERTY ADDRESS: 707 W. 1st St. COUNTY TAX PARCEL NO.8914-12-101-012
PARCEL NO. 30
PROJECT NO. STP-57-2(28)-2C-07
PROJECT NAME: West 1st St. / IA 57 PCC Pavement Reconstruction

THIS AGREEMENT entered into this ____ day of _____, 2018, by and between Crazy to Quilt Shop, LLC, Seller, and the City of Cedar Falls, Iowa, Buyer.

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

Temporary Easement
See attached

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

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

interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>6,060.28</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>6,065.00</u>	TOTAL LUMP SUM	

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

Land by Fee Title	_____ sq. ft.	\$ _____
Permanent Utility Easement	_____ sq. ft.	\$ _____
Temporary Easement	<u>2,378</u> sq. ft.	\$ <u>4,185.28</u>
Miscellaneous/Other	<u>Bushes</u>	\$ <u>1,875.00</u>
Buildings		\$ _____
Severance Damages		\$ _____

5. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
6. The Seller warrants that there are no tenants on the premises holding under lease except: NONE.
7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are: Crazy to Quilt Shop, LLC – 707 W. 1st St. Cedar Falls, IA 50613

8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 5 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

Item G.2.k.

10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
11. This written agreement and the attachments together constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.
12. The Seller shall have five years from the date of settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

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

Crazy to Quilt Shop, LLC			
	co-owner		
Name/Title		Date	Date
			
			Name/Title
			Date

1. For an acknowledgment in an individual capacity:

State of _____

County of _____

This record was acknowledged before me on _____

_____ (Date) by _____

Name(s) of individual(s).

Signature of notarial officer

2. For an acknowledgment in a representative capacity:

Crazy to Quilt Shop, LLC

State of Iowa

County of Black Hawk

This record was acknowledged before me on June 29th 2018

_____ (Date) by Richard Younts

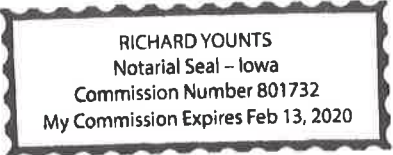
Name(s) of individual(s) as Elizabeth Wehrmacher (officer)

Jeanette Moravel (officer) (type of authority, such as officer or trustee)

of Richard Younts

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

[Signature]
Signature of notarial officer



BUYER'S APPROVAL

By: _____
James P. Brown, Mayor (date)

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

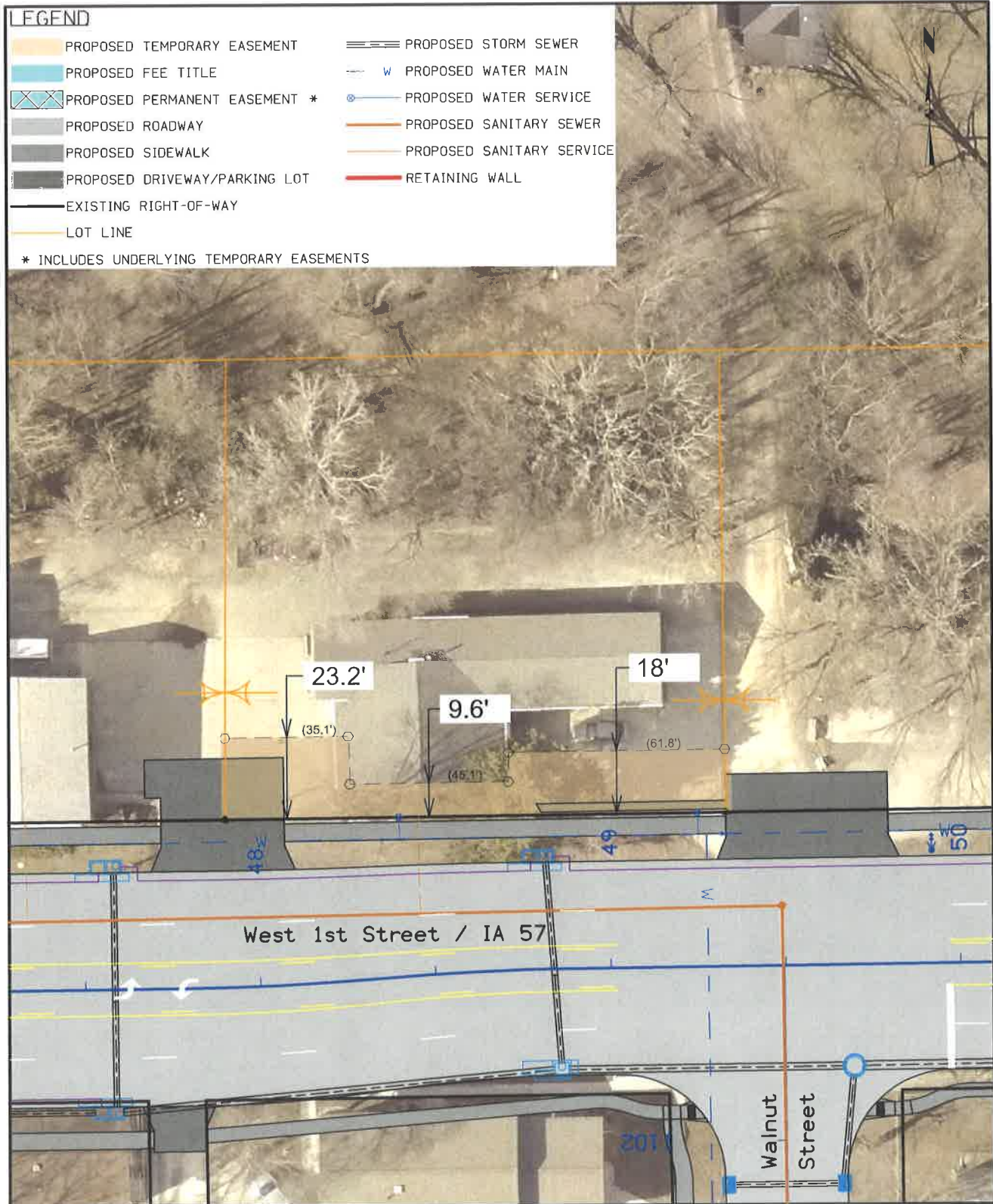
MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for the State of Iowa

Item G.2.k.



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION
 PARCEL 30 - CRAZY TO QUILT SHOP, LLC

SCALE:
 1" = 40'

DATE:
 02/08/2018

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



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

OWNER'S TEMPORARY GRADING EASEMENT FOR CONSTRUCTION

This instrument is made this _____ day of _____, 2018, by Crazy to Quilt Shop, LLC, owner(s) (hereinafter referred to as GRANTOR(S)) of the following described property:

See Attached Exhibit

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

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

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

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

See Attached Temporary Grading Easement for Construction Exhibit,

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

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

Item G.2.k.

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

Crazy to Quilt Shop, LLC

Lydia Kuntz 6/29/18 Janetta L. Morava 6/29/18
Name/Title Date Name/Title Date

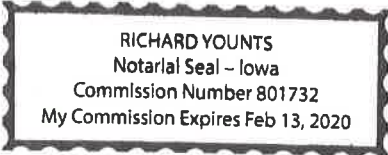
1. For an acknowledgment in a representative capacity:

State of Iowa

County of Black Hawk

This record was acknowledged before me on June 29, 2018 (Date)
by Elizabeth Wehrmacher, Seanette Molawik Name(s) of individual(s)
as officers (type of authority, such as officer or trustee)
of Richard County
(name of party on behalf of whom record was executed).

[Signature]
Signature of notarial officer



ACCEPTANCE OF EASEMENT

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

Dated this _____ day of _____, 2018.

CITY OF CEDAR FALLS, IOWA

James P. Brown, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

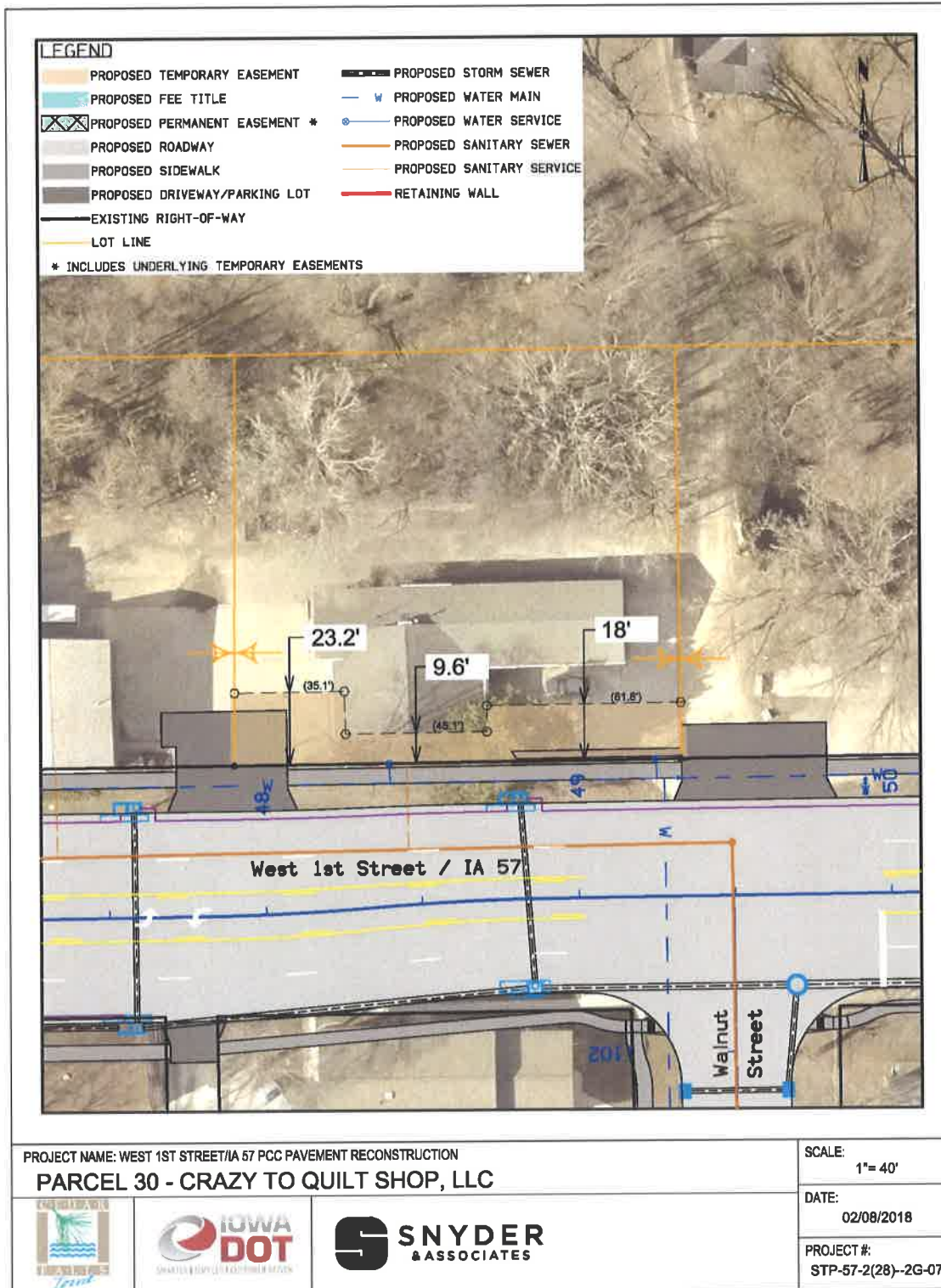
STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

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

Notary Public in and for the State of Iowa

My Commission Expires:

EXHIBIT



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

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

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

PROPERTY ADDRESS: 103 Franklin St. COUNTY TAX PARCEL NO.8914-12-177-008
PARCEL NO. 41
PROJECT NO. STP-57-2(28)-2C-07
PROJECT NAME: West 1st St. / IA 57 PCC Pavement Reconstruction

THIS AGREEMENT entered into this _____ day of _____, 2018, by and between NSA II, LC, Seller, and the City of Cedar Falls, Iowa, Buyer.

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

FEE Acquisition
See attached

Temporary Easement
See attached

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

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

Item G.2.k.

interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>5,558.52</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>5,560.00</u>	TOTAL LUMP SUM	

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

Land by Fee Title	<u>189</u> sq. ft.	\$ <u>2,079.00</u>
Permanent Utility Easement	_____ sq. ft.	\$ _____
Temporary Easement	<u>1,977</u> sq. ft.	\$ <u>3,479.52</u>
Miscellaneous/Other	_____	\$ _____
Buildings		\$ _____
Severance Damages		\$ _____

5. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
6. The Seller warrants that there are no tenants on the premises holding under lease except: Metro Mart #3 /Sinclair.
7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are: NSA II, LC – P.O. Box 66 Waterloo, IA 50704

8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 7 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

- 10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
- 11. This written agreement and the attachments together constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.
- 12. The Seller shall have five years from the date of settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

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

NSA II, LC

Name/Title	Date	Name/Title	Date

1. For an acknowledgment in an ^{REPRESENTATIVE} individual capacity:

State of Iowa

County of Black Hawk

This record was acknowledged before me on 6-27-18

(Date) by HAP ANDERS,

PRINCIPAL, NSA II, L.C.

Name(s) of individual(s)

[Signature]

Signature of notarial officer



Item G.2.k.

BUYER'S APPROVAL

By: _____
James P. Brown, Mayor (date)

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

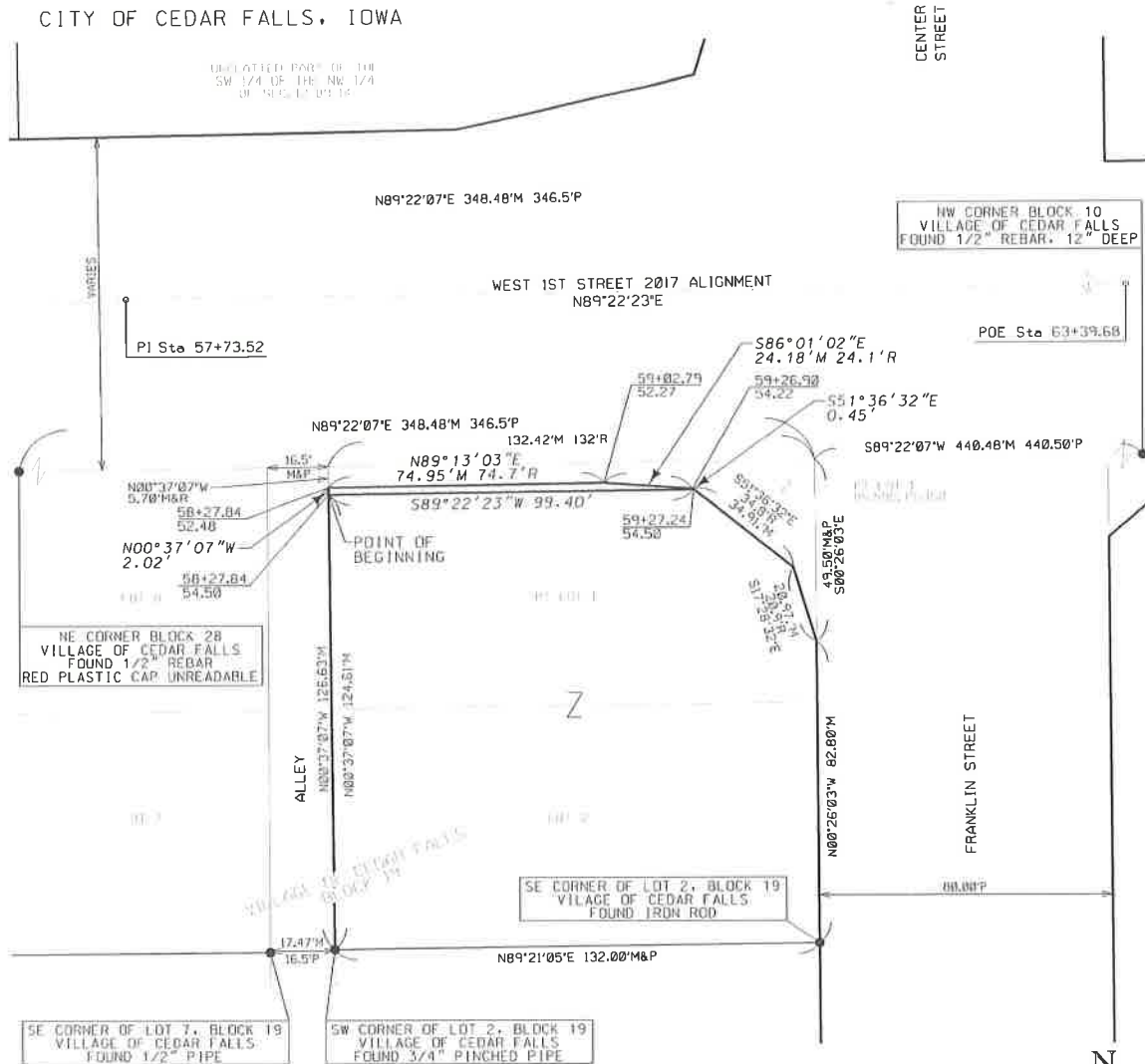
This instrument was acknowledged before me on the _____ day of _____, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT
EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. _____
PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 41
SECTION 12 TOWNSHIP 89 NORTH RANGE 14 WEST
ROW-FEE 189 S.F. AC, EASE _____ AC EXCESS-FEE _____ AC
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
ACQUIRED FROM N.S.A. II, L.L.C.

CITY OF CEDAR FALLS, IOWA



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

Terry Coady 2-18-2018
 TERR COADY DATE:
 License number 18643
 My License Renewal Date is December 31, 2019
 Pages covered by this seal: _____
 EXHIBIT "A" ONLY



- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- FOUND IDOT ALUM. CAP (UNLESS OTHERWISE NOTED)

DATE REVISED _____

DATE DRAWN JANUARY 29, 2018 -371-

SCALE 1" = 40'

Item G.2.k.

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 41

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 1 OF, BLOCK 19, VILLAGE OF CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:















COMMENCING AT THE SOUTHWEST CORNER OF LOT 2 OF SAID BLOCK 19, VILLAGE OF CEDAR FALLS; THENCE NORTH 00°37'07" WEST ALONG THE WEST LINE OF SAID LOT 2 AND ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 124.61 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°37'07" WEST ALONG SAID WEST LINE OF LOT 1, A DISTANCE OF 2.02 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST FIRST STREET; THENCE NORTH 89°13'03" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 74.95 FEET; THENCE SOUTH 86°01'02" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 24.18 FEET; THENCE SOUTH 51°36'32" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 0.45 FEET; THENCE SOUTH 89°22'23" WEST, 99.40 FEET TO THE POINT OF BEGINNING AND CONTAINING 189 S.F.

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE NORTH LINE OF BLOCKS 17 AND 19 OF VILLAGE OF CEDAR FALLS ASSUMED TO BEAR NORTH 89°22'07" EAST.

LEGEND

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

* INCLUDES UNDERLYING TEMPORARY EASEMENTS



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION
 PARCEL 41 - N S A II, LC

SCALE:
 1" = 40'

DATE:
 02/08/2018

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



#FILE#
 #DATE#
 #USER#

#FILE#
 #DATE#
 #USER#

Item G.2.k.

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

OWNER'S TEMPORARY GRADING EASEMENT FOR CONSTRUCTION

This instrument is made this _____ day of _____, 2018, by NSA II, LC, owner(s) (hereinafter referred to as GRANTOR(S)) of the following described property:

See Attached Exhibit

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

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

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

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

See Attached Temporary Grading Easement for Construction Exhibit,

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

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

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

NSA II, LC

[Signature], PARTNER 6/27/2018
Name/Title Date

Name/Title Date

1. For an acknowledgment in a representative capacity:

State of IOWA

County of BLACK HAWK

This record was acknowledged before me on 6-27-2018 (Date)

by HAP ANDERS Name(s) of individual(s)

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

of NSA II, L.C.
(name of party on behalf of whom record was executed).

[Signature]
Signature of notarial officer

Item G.2.k.

ACCEPTANCE OF EASEMENT

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

Dated this _____ day of _____, 2018.

CITY OF CEDAR FALLS, IOWA

James P. Brown, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

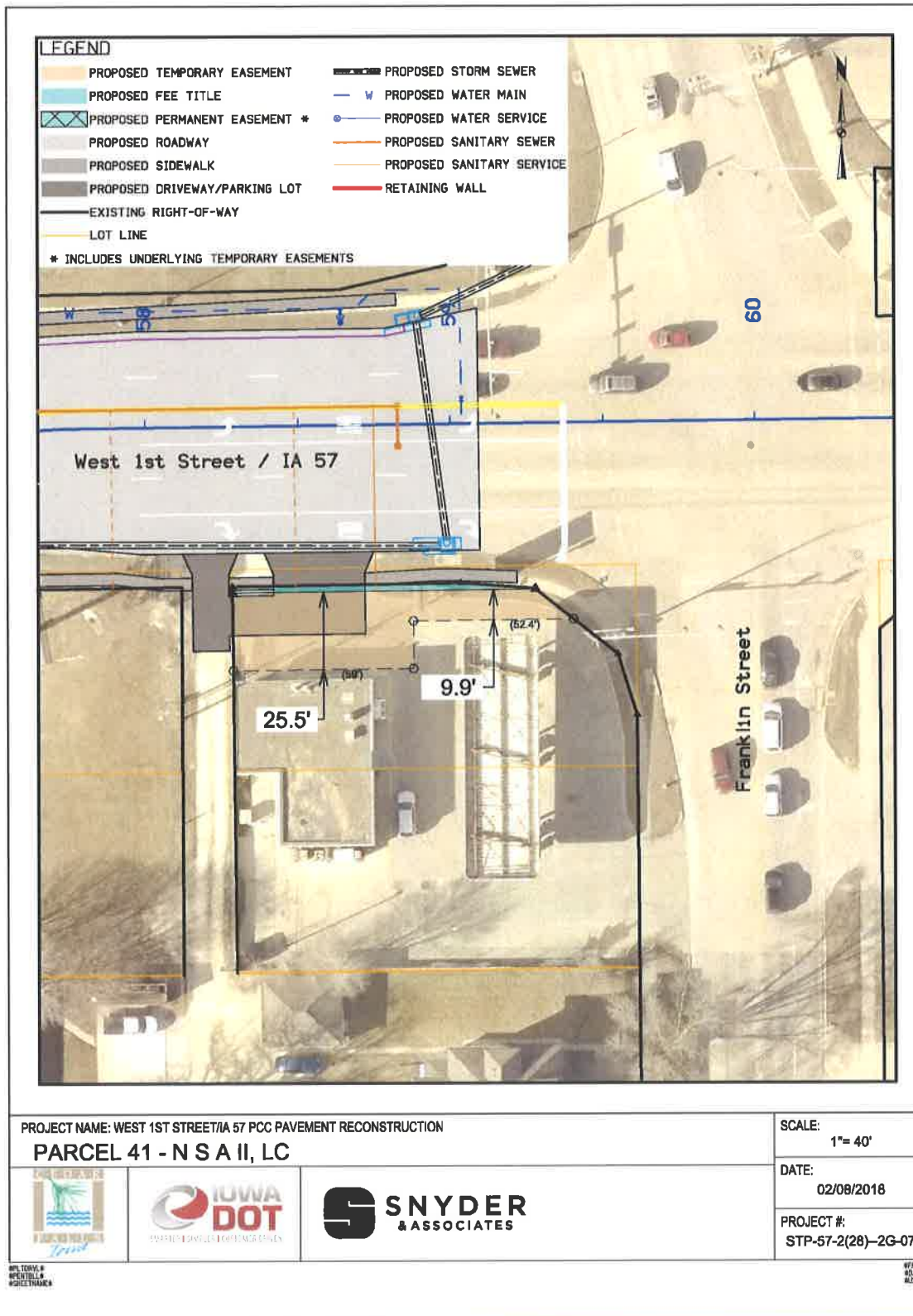
STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

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

Notary Public in and for the State of Iowa

My Commission Expires:

EXHIBIT



Item G.2.k.

Prepared by: Snyder and Associates - 2727 SW Snyder Blvd. PO Box 1159, Ankeny, IA 50023 (515) 964-2020
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

PROPERTY ADDRESS: W. 1st St. COUNTY TAX PARCEL NO.8914-12-177-013
PARCEL NO. 42
PROJECT NO. STP-57-2(28)-2C-07
PROJECT NAME: West 1st St. / IA 57 PCC Pavement Reconstruction

THIS AGREEMENT entered into this ____ day of _____, 2018, by and between Bendable Equities, LLC, Seller, and the City of Cedar Falls, Iowa, Buyer.

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

FEE Acquisition
See attached

Temporary Easement
See attached

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

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

interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>6,763.68</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>6,765.00</u>	TOTAL LUMP SUM	

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

Land by Fee Title	<u>200</u>	sq. ft.	<u>\$ 2,200.00</u>
Permanent Utility Easement	_____	sq. ft.	<u>\$ _____</u>
Temporary Easement	<u>2,593</u>	sq. ft.	<u>\$ 4,563.68</u>
Miscellaneous/Other	_____		<u>\$ _____</u>
Buildings			<u>\$ _____</u>
Severance Damages			<u>\$ _____</u>

5. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
6. The Seller warrants that there are no tenants on the premises holding under lease except: NONE.
7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are: Bendable Equities, LLC – 1816 Valley High Dr., Cedar Falls, IA 50613

8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 7 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

Item G.2.k.

10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
11. This written agreement and the attachments together constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.
12. The Seller shall have five years from the date of settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

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

Bendable Equities, LLC

James K. Bendts, Manager 7/11/18
Name/Title Date

Name/Title Date

1. For an acknowledgment in an individual capacity:

State of _____

County of _____

This record was acknowledged before me on _____

(Date) by _____

Name(s) of individual(s).

Signature of notarial officer

2. For an acknowledgment in a representative capacity:

Bendable Equities, LLC

State of Iowa

County of Black Hawk

This record was acknowledged before me on July 11, 2018

(Date) by _____

Name(s) of individual(s) as JAMES IC BENDA

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

of BENDABLE Equities, LLC
(name of party on behalf of whom record was executed) .

Judith A. Smock
Signature of notarial officer



BUYER'S APPROVAL

By: _____
James P. Brown, Mayor (date)

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

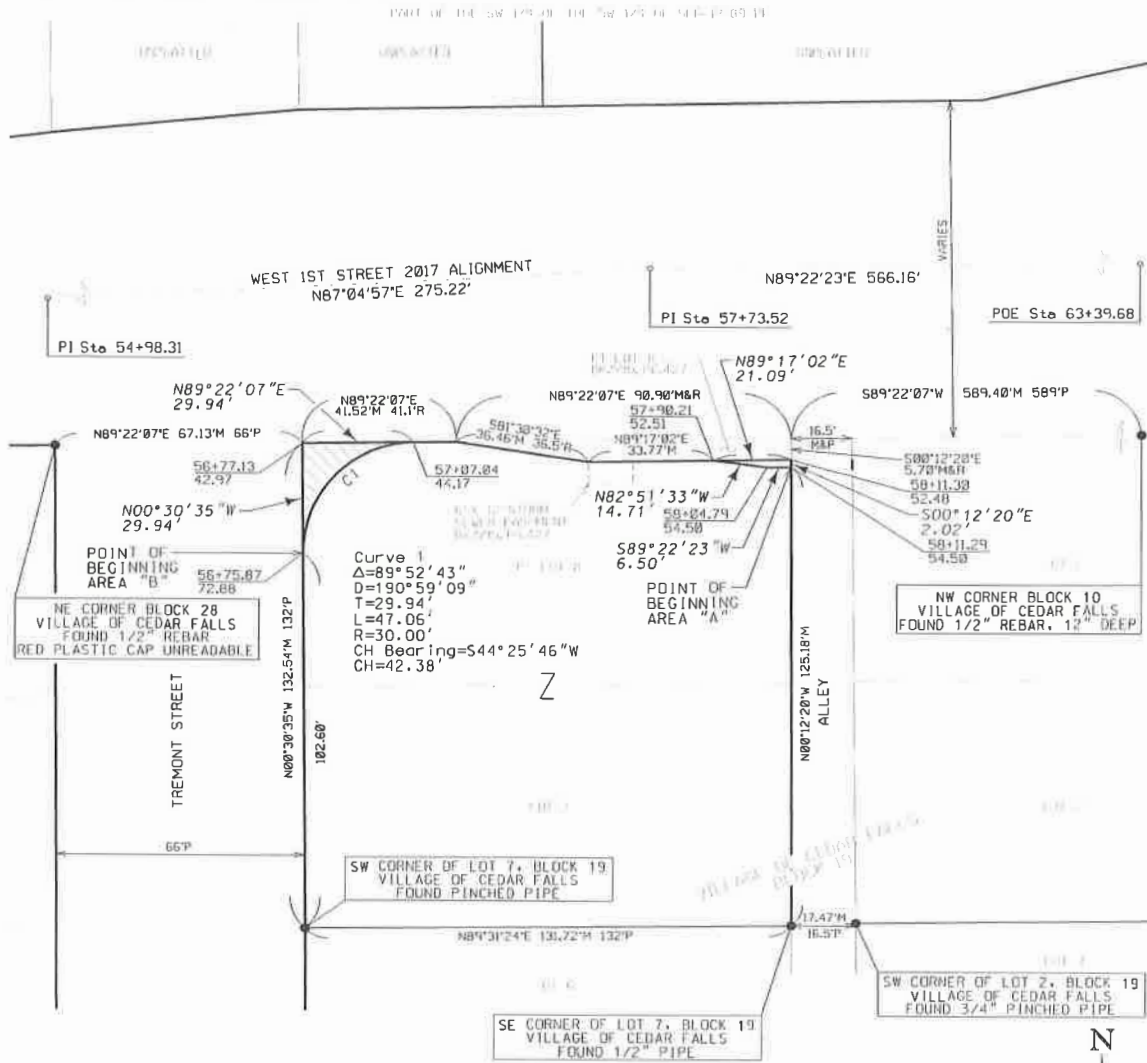
Notary Public in and for the State of Iowa

Item G.2.k.

IOWA DEPARTMENT OF TRANSPORTATION ACQUISITION PLAT EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. _____
 PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 42
 SECTION 12 TOWNSHIP 89 NORTH RANGE 14 WEST
 ROW-FEE 220 S.F. ~~AC~~ EASE _____ AC EXCESS-FEE _____ AC
 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE
 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
 ACQUIRED FROM BENDABLE EQUITIES, L.L.C.

CITY OF CEDAR FALLS, IOWA



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

Terry Coady 7-18-2018
 TERRY COADY DATE:
 License number 18643
 My License Renewal Date is December 31, 2019

Pages covered by this seal: _____
 EXHIBIT "A" ONLY



- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- FOUND IDOT ALUM. CAP (UNLESS OTHERWISE NOTED)



DATE REVISED _____
 DATE DRAWN JANUARY 29, 2018 SCALE 1" = 40'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 42

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

AREA "A"

A PART OF LOT 8 OF, BLOCK 19, VILLAGE OF CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 7 OF SAID BLOCK 19, VILLAGE OF CEDAR FALLS; THENCE NORTH 00°12'20" WEST ALONG THE EAST LINE OF SAID LOT 7 AND ALONG THE EAST LINE OF SAID LOT 8, A DISTANCE OF 125.18 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°22'23" WEST, 6.50 FEET; THENCE NORTH 82°51'33" WEST, 14.71 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF WEST FIRST STREET; THENCE NORTH 89°17'02" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, 21.09 FEET TO SAID EAST LINE OF LOT 8; THENCE SOUTH 00°12'20" EAST ALONG SAID EAST LINE, 2.02 FEET TO THE POINT OF BEGINNING AND CONTAINING 28 S.F.

AREA "B"

A PART OF LOT 8 OF, BLOCK 19, VILLAGE OF CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 7 OF SAID BLOCK 19, VILLAGE OF CEDAR FALLS; THENCE NORTH 00°30'35" WEST ALONG THE WEST LINE OF SAID LOT 7 AND ALONG THE WEST LINE OF SAID LOT 8, A DISTANCE OF 102.60 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°30'35" WEST ALONG SAID WEST LINE OF LOT 8, A DISTANCE OF 29.94 FEET TO THE NORTHWEST CORNER OF SAID LOT 8; THENCE NORTH 89°22'07" EAST ALONG THE NORTH LINE OF SAID LOT 8, 29.94 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 30.00 FEET, WHOSE ARC LENGTH IS 47.06 FEET AND WHOSE CHORD BEARS SOUTH 44°25'46" WEST, 42.38 FEET TO THE POINT OF BEGINNING AND CONTAINING 192 S.F.

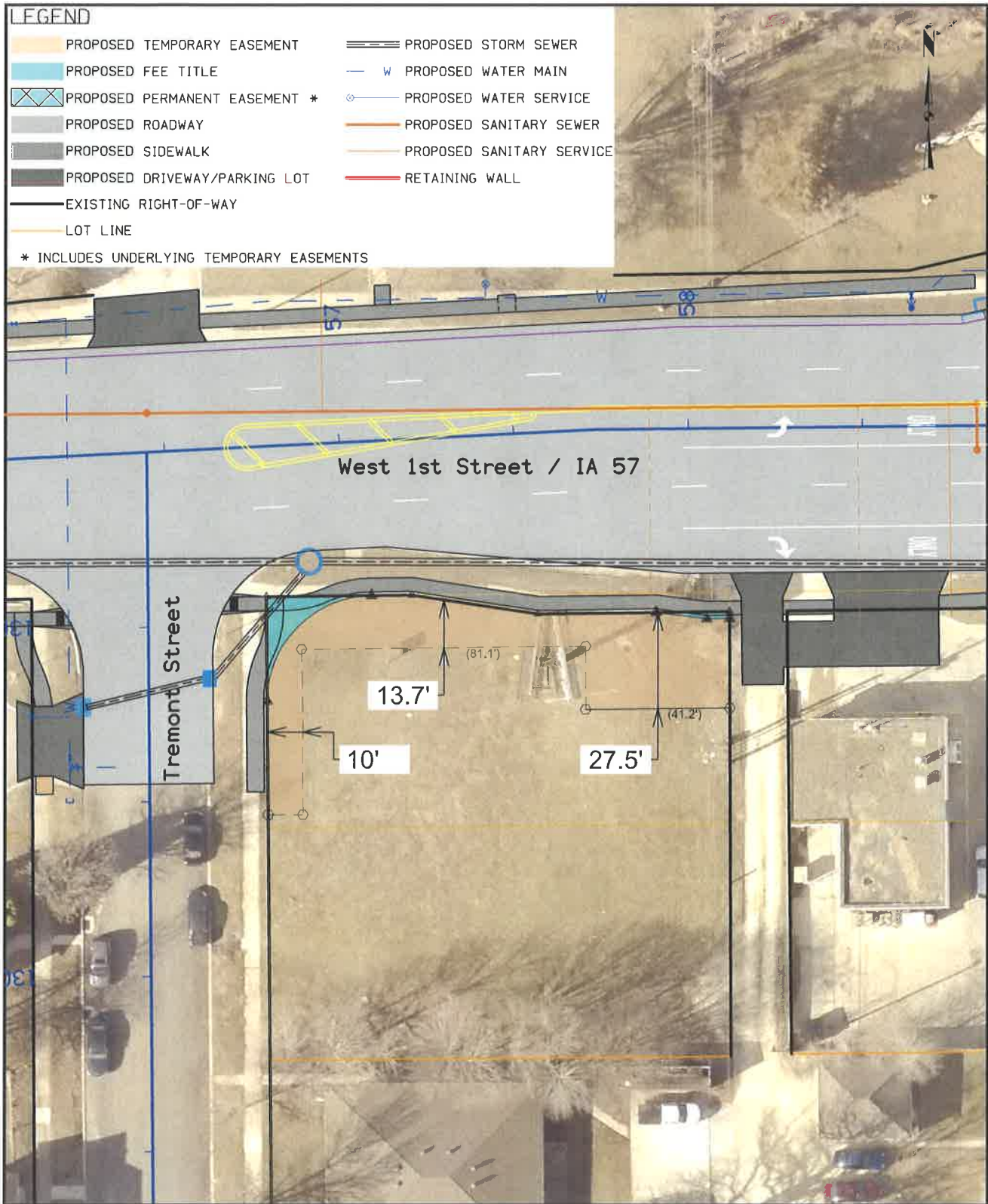
THE TOTAL FEE SIMPLE TITLE GRANTED FROM SAID LOT 8 OF, BLOCK 19, ORIGINAL CEDAR FALLS PLAT CONTAINS 0.01 AC. (220 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE NORTH LINE OF BLOCKS 17 AND 19 OF VILLAGE OF CEDAR FALLS ASSUMED TO BEAR NORTH 89°22'07" EAST.

Item G.2.k.



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION
 PARCEL 42 - BENDABLE EQUITIES, LLC

SCALE:
 1"= 40'

DATE:
 02/08/2018

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



#PLTDRVL#
 #PENTBLL#
 #SHEETNAME#

#FILE#
 #DATE#
 #USER#

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

OWNER'S TEMPORARY GRADING EASEMENT FOR CONSTRUCTION

This instrument is made this _____ day of _____, 2018, by Bendable Equities, LLC, owner(s) (hereinafter referred to as GRANTOR(S)) of the following described property:

See Attached Exhibit

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

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

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

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

See Attached Temporary Grading Easement for Construction Exhibit,

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

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

Item G.2.k.

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

Bendable Equities, LLC

James K Benda, Manager 7/12/18
Name/Title Date Name/Title Date

1. For an acknowledgment in a representative capacity:

State of Iowa

County of Black Hawk

This record was acknowledged before me on July 11, 2018 (Date)

by JAMES K BENDA Name(s) of individual(s)

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

of Bendable Equities, LLC
(name of party on behalf of whom record was executed).

Judith A. Smock
Signature of notarial officer



ACCEPTANCE OF EASEMENT

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

Dated this _____ day of _____, 2018.

CITY OF CEDAR FALLS, IOWA

James P. Brown, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

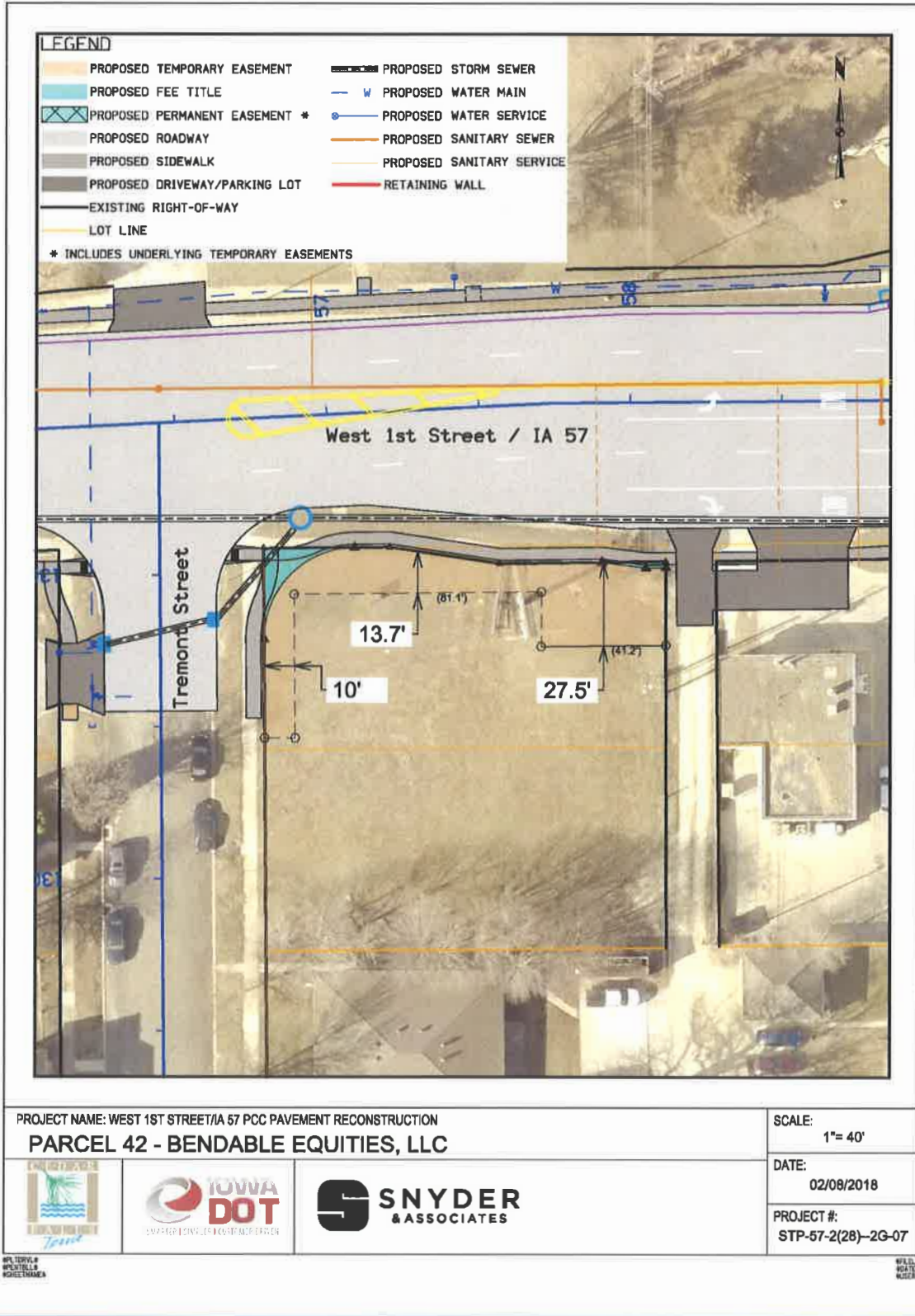
STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

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

Notary Public in and for the State of Iowa

My Commission Expires:

EXHIBIT



Prepared by: Snyder and Associates - 2727 SW Snyder Blvd. PO Box 1159, Ankeny, IA 50023 (515) 964-2020
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

PROPERTY ADDRESS: 506 W. 1st St. COUNTY TAX PARCEL NO.8914-12-155-015
PARCEL NO. 43
PROJECT NO. STP-57-2(28)-2C-07
PROJECT NAME: West 1st St. / IA 57 PCC Pavement Reconstruction

THIS AGREEMENT entered into this ____ day of _____, 2018, by and between James R. and Cynthia L. Kenyon, Seller, and the City of Cedar Falls, Iowa, Buyer.

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

FEE Acquisition
See attached

Temporary Easement
See attached

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

_____.

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

Item G.2.k.

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>12,373.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>12,400.00</u>	TOTAL LUMP SUM (rounded)	

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

Land by Fee Title	<u>683</u>	sq. ft.	\$ <u>7,513.00</u>
Permanent Utility Easement	_____	sq. ft.	\$ _____
Temporary Easement	<u>2,761</u>	sq. ft.	\$ <u>4,860.00</u>
Miscellaneous/Other	_____		\$ _____
Buildings			\$ _____
Severance Damages			\$ _____

5. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
6. The Seller warrants that there are no tenants on the premises holding under lease except: UNKNOWN.
7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are: _____

8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 7 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint

tenancy has not been destroyed by operation of law or acts of the Seller.

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

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

James R. Kenyon
 James R. Kenyon Date

Cynthia L Kenyon
 (Spouse) Date

For an acknowledgment in an individual capacity:

State of Iowa
 County of Black Hawk

This record was acknowledged before me on June 27th, 2018

by _____ Name(s) of individual(s)

Marie Schade
 Signature of notarial officer

Michael Schmadeke
 Printed name of notarial officer
9-2-2019
 My commission expires



Item G.2.k.

BUYER'S APPROVAL

By: _____
James P. Brown, Mayor (date)

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for the State of Iowa

IOWA DEPARTMENT OF TRANSPORTATION

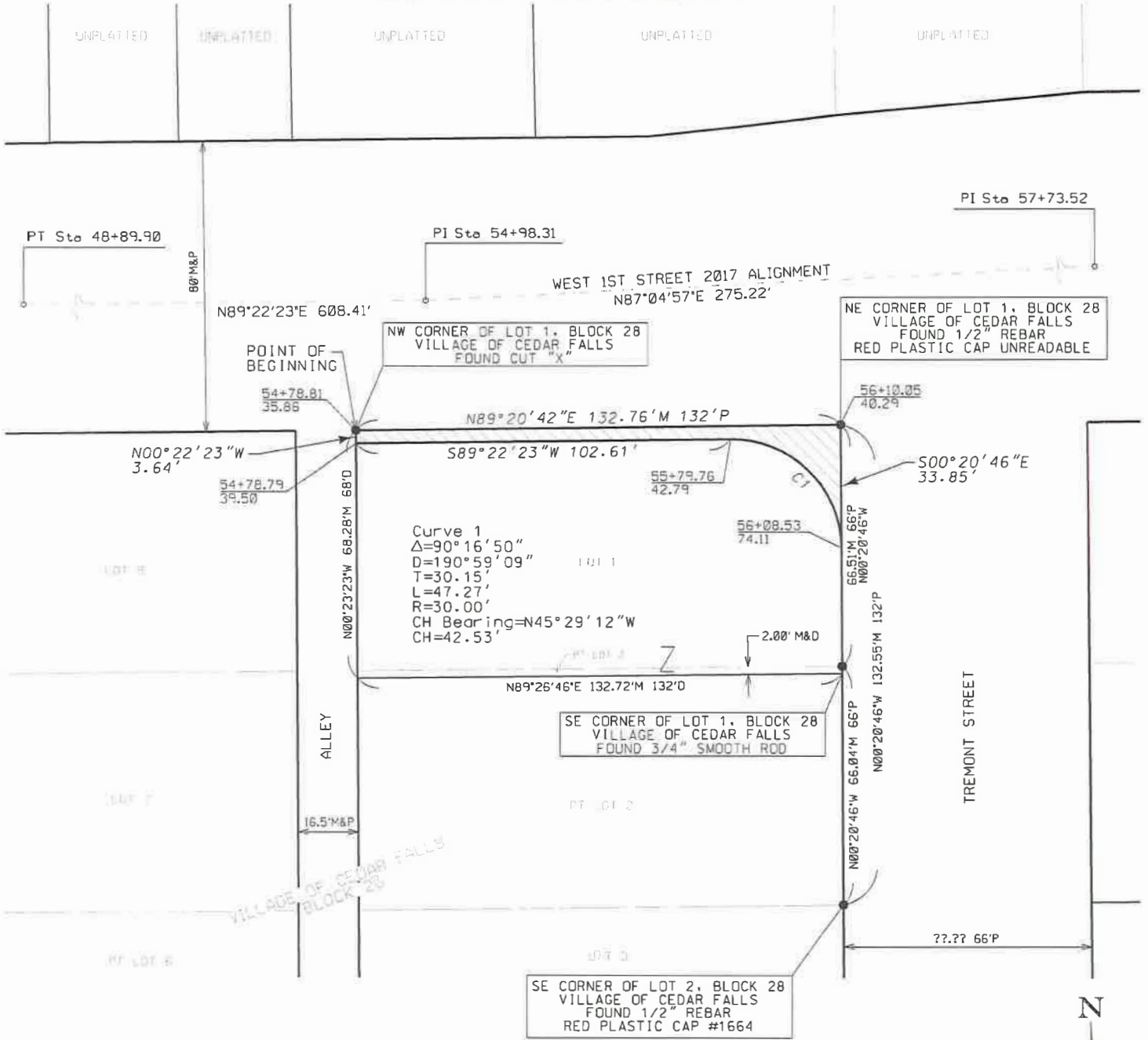
ACQUISITION PLAT

EXHIBIT "A"

COUNTY BLACK HAWK STATE CONT. NO. _____
 PROJECT NO. STP-57-2(28)-2C-07 PARCE J. 43
 SECTION 12 TOWNSHIP 89 NORTH SE 14 WEST
 ROW-FEE 683 S.F. ~~AC~~, EASE _____ AC LESS-FEE _____ AC
 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE _____
 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE _____
 ACQUIRED FROM JAMES R. KENYON

CITY OF CEDAR FALLS, IOWA

PART OF THE SW 1/4 OF THE NW 1/4 OF SEC. 12-89-14



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

Terry Coady 2-18-2018
 TERRY COADY DATE:
 License number 18643
 My License Renewal Date is December 31, 2019
 Pages covered by this seal: _____
 EXHIBIT "A" ONLY



- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- FOUND IDOT ALUM. CAP (UNLESS OTHERWISE NOTED)



DATE REVISED _____

DATE DRAWN JANUARY 29, 2018

SCALE 1" = 40'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 43

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 1 OF, BLOCK 28, VILLAGE OF CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1 OF, BLOCK 28, VILLAGE OF CEDAR FALLS; THENCE NORTH $89^{\circ}20'42''$ EAST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 132.76 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH $00^{\circ}20'46''$ EAST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 33.85 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 30.00 FEET, WHOSE ARC LENGTH IS 47.27 FEET AND WHOSE CHORD BEARS NORTH $45^{\circ}29'12''$ WEST, 42.53 FEET; THENCE SOUTH $89^{\circ}22'23''$ WEST, 102.61 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH $00^{\circ}22'23''$ WEST ALONG SAID WEST LINE, 3.64 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 AC. (683 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

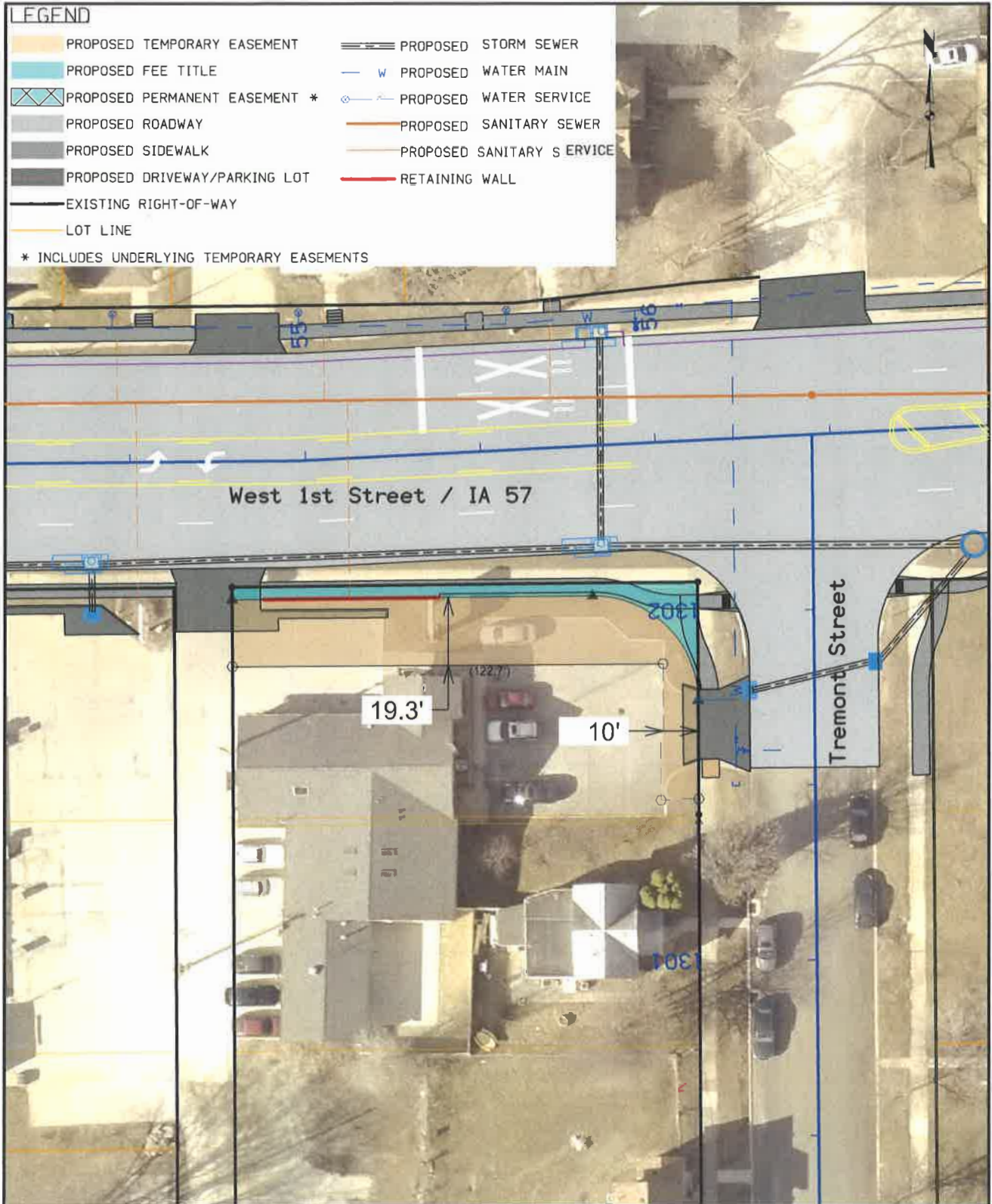
NOTE:

THE NORTH LINE OF LOT 1 OF, BLOCK 28, VILLAGE OF CEDAR FALLS ASSUMED TO BEAR NORTH $89^{\circ}20'42''$ EAST.

LEGEND

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

* INCLUDES UNDERLYING TEMPORARY EASEMENTS



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION

PARCEL 43 - JAMES R. KENYON

SCALE:
1" = 40'

DATE:
02/08/2018

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



Item G.2.k.

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

OWNER'S TEMPORARY GRADING EASEMENT FOR CONSTRUCTION

This instrument is made this _____ day of _____, 2018, by James R Kenyon, owner(s) (hereinafter referred to as GRANTOR(S)) of the following described property:

See Attached Exhibit

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

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

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

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

See Attached Temporary Grading Easement for Construction Exhibit,

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

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

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

James R. Kenyon 6/27/18 Cynthia L Kenyon
James R. Kenyon Date Spouse Date

For an acknowledgment in an individual capacity:

State of Iowa

County of Black Hawk

This record was acknowledged before me on June 27th, 2018

by _____ Name(s) of individual(s)

Michael Schmadeke
Signature of notarial officer

Michael Schmadeke
Printed name of notarial officer

9-2-2019
My commission expires



Item G.2.k.

ACCEPTANCE OF EASEMENT

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

Dated this ____ day of _____, 2018.

CITY OF CEDAR FALLS, IOWA

James P. Brown, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

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

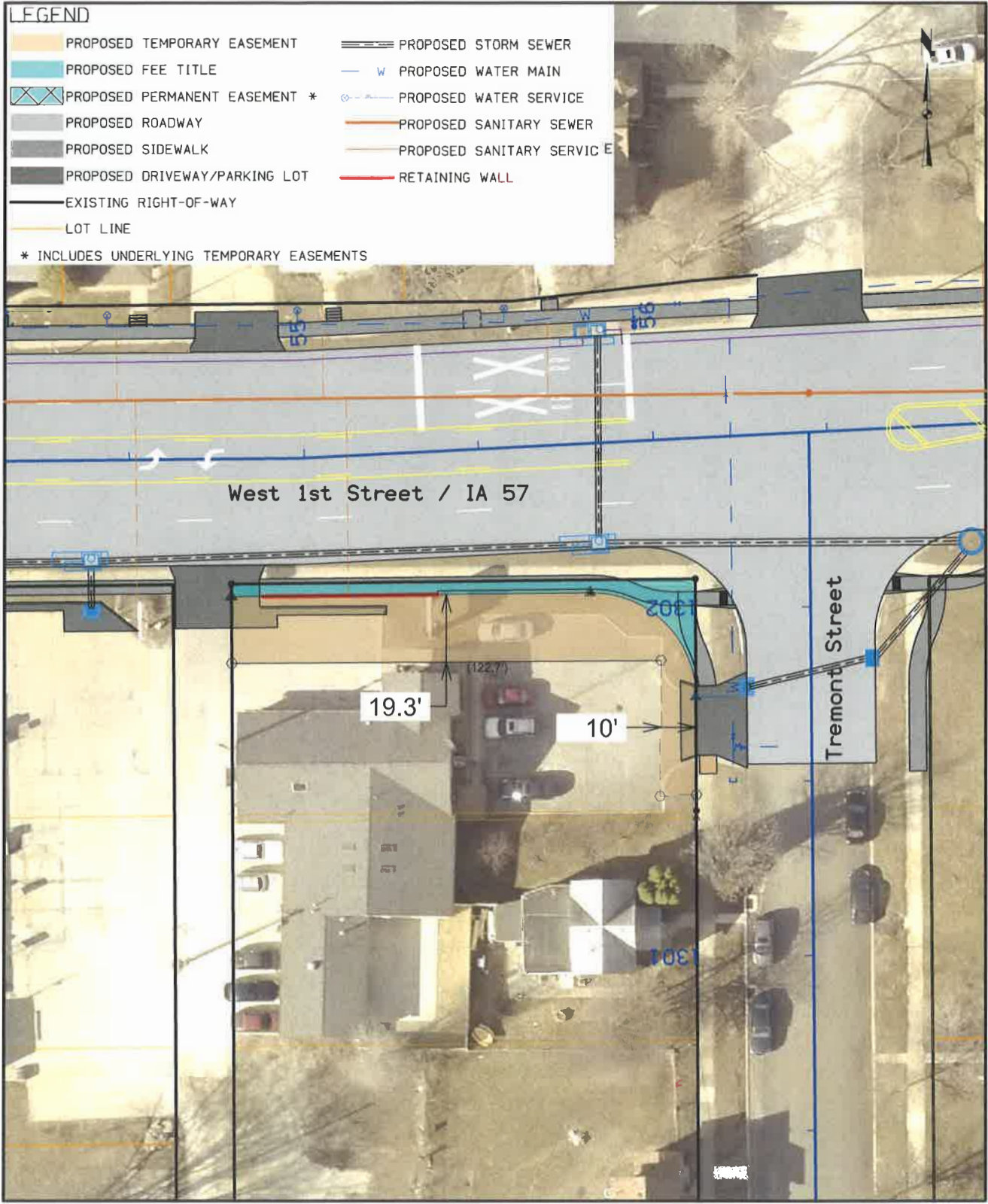
This instrument was acknowledged before me on _____, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

My Commission Expires:

LEGEND

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



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION

PARCEL 43 - JAMES R. KENYON

SCALE:
1" = 40'

DATE:
02/08/2018

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



Item G.2.k.

Prepared by: Snyder and Associates - 2727 SW Snyder Blvd. PO Box 1159, Ankeny, IA 50023 (515) 964-2020
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

PROPERTY ADDRESS: 714 W. 1st St. COUNTY TAX PARCEL NO.8914-12-153-002
PARCEL NO. 49
PROJECT NO. STP-57-2(28)-2C-07
PROJECT NAME: West 1st St. / IA 57 PCC Pavement Reconstruction

THIS AGREEMENT entered into this _____ day of _____, 2018, by and between J and M Bodensteiner, LLC, Seller, and the City of Cedar Falls, Iowa, Buyer.

The Seller agrees to sell and furnish to the Buyer a warranty deed, permanent utility easement and temporary easement agreements, furnished by the Buyer, and the Buyer agrees to purchase the following real estate, or interest in real estate, hereinafter referred to as the premises, described as follows: **All of The East One-half of Lot 8 in Block 38 in Original Plat of the Village (now City) of Cedar Falls, Iowa.** (714 W. 1st St. Cedar Falls, IA 50613)

FEE Acquisition
See attached

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

_____.

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

3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, or an interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>165,000.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>165,000.00</u>	TOTAL LUMP SUM	

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

Land by Fee Title	_____ sq. ft.	\$ _____
Permanent Utility Easement	_____ sq. ft.	\$ _____
Temporary Easement	_____ sq. ft.	\$ _____
Miscellaneous/Other	_____	\$ _____
Buildings		\$ _____
Severance Damages		\$ _____

4. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
6. The Seller warrants that there are no tenants on the premises holding under lease except:
NONE.
7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are: J and M Boedensteiner, LLC – 2916 Minnetonka Dr. Cedar Falls, IA 50613

8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 4 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be

Item G.2.k.

paid in amounts supported by paid receipts or signed bills.

- 10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
- 11. This written agreement and the attachments together constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.
- 12. The Seller shall have five years from the date of settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

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

J and M Bodensteiner, LLC

Jason Bodensteiner / MANAGER
 Name/Title
05/23/2018
 Date

Mary Bodensteiner / member
 Name/Title
05/23/2018
 Date

- 1. For an acknowledgment in an individual capacity:

State of IOWA

County of Black Hawk

This record was acknowledged before me on 5/23/18

_____ (Date) by _____

 Jason and Mary Bodensteiner
 Name(s) of individual(s).


 Signature of notarial officer



2. For an acknowledgment in a representative capacity:

Jason Bodensteiner
J and M. Bodensteiner, LLC

State of Iowa

County of Black Hawk

This record was acknowledged before me on 5/23/18

_____(Date) by _____

Name(s) of individual(s) as Jason Bodensteiner

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

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

Brian Wingert
Signature of notarial officer



BUYER'S APPROVAL

By: _____
James P. Brown, Mayor (date)

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

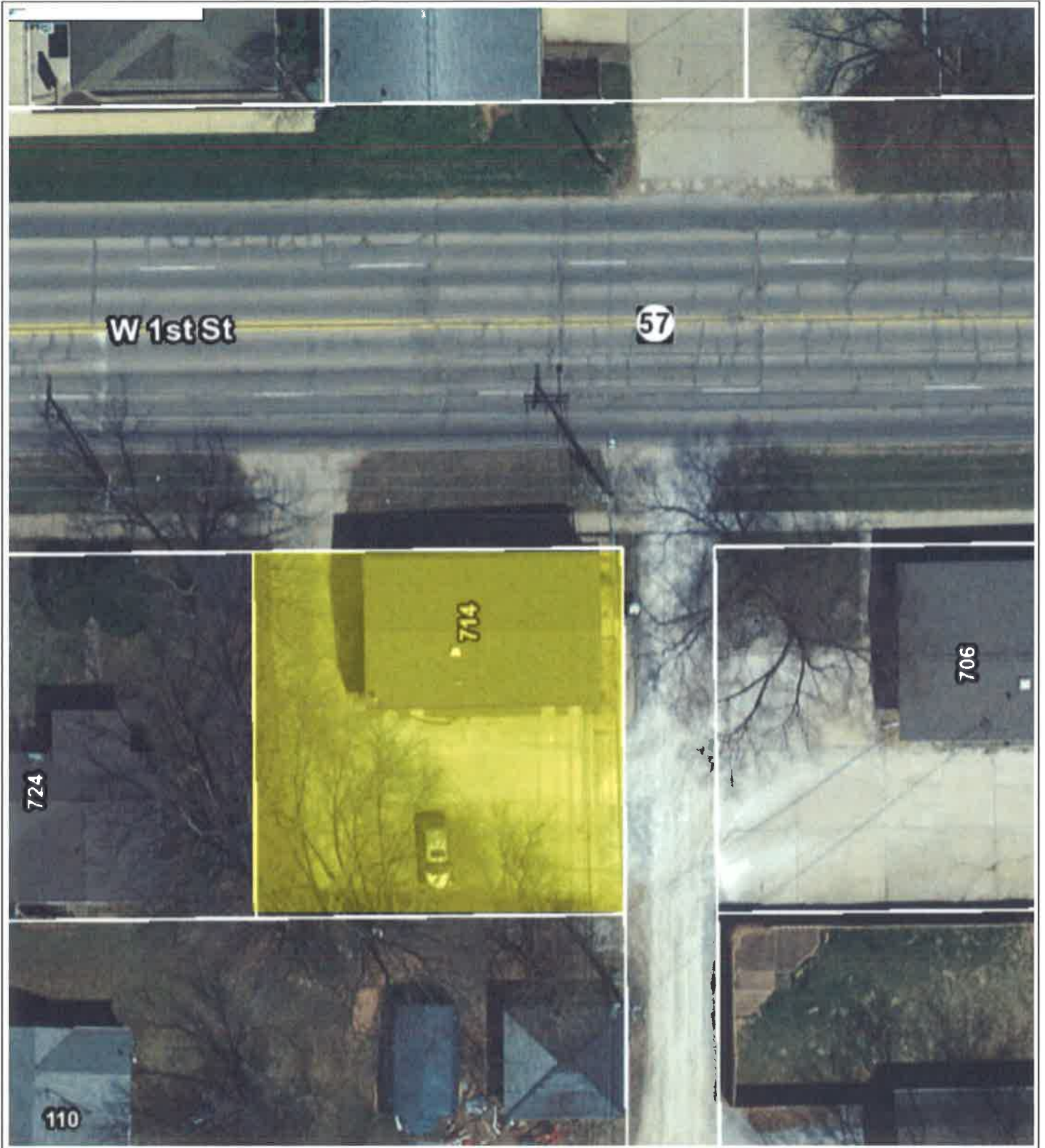
MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for the State of Iowa

Item G.2.k.



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION

PARCEL 49 - J AND M BODENSTEINER LLC



ADDRESS: 714 W. 1ST STREET

LEGAL: ORIGINAL PLAT CEDAR FALLS
E 1/2 LOT 8 BLK 38

Prepared by: Snyder and Associates - 2727 SW Snyder Blvd. PO Box 1159, Ankeny, IA 50023 (515) 964-2020
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

PROPERTY ADDRESS: 904 W. 1st St. COUNTY TAX PARCEL NO.8914-11-278-006
PARCEL NO. 55
PROJECT NO. STP-57-2(28)-2C-07
PROJECT NAME: West 1st St. / IA 57 PCC Pavement Reconstruction

THIS AGREEMENT entered into this ____ day of _____, 2018, by and between Carmen S. Barker, f/k/a Carmen S. Nimmo and Joseph Barker, wife and husband, Seller, and the City of Cedar Falls, Iowa, Buyer.

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

FEE Acquisition
See attached

Temporary Easement
See attached

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

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

Item G.2.k.

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>5,674.32</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>5,670.00</u>	TOTAL LUMP SUM	

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

Land by Fee Title	<u>295</u>	sq. ft.	\$ <u>2,655.00</u>
Permanent Utility Easement	_____	sq. ft.	\$ _____
Temporary Easement	<u>1,378</u>	sq. ft.	\$ <u>1,984.32</u>
Miscellaneous/Other	<u>Wall</u>		\$ <u>1,035.00</u>
Buildings			\$ _____
Severance Damages			\$ _____

5. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
6. The Seller warrants that there are no tenants on the premises holding under lease except: Unknown.
7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are: _____

8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 7 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the

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

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

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

Carmen S. Nimmo 6-13-18
 Carmen S. Nimmo Date

Joseph Barker
 (Spouse)

1. For an acknowledgment in an individual capacity:

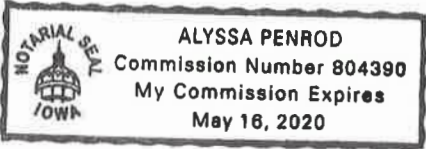
State of Iowa
 County of Black Hawk

This record was acknowledged before me on 06-13-2018

(Date) by Carmen

S. Nimmo-Barker & Joseph Barker
 Name(s) of individual(s).

Alyssa Penrod
 Signature of notarial officer



Item G.2.k.

2. For an acknowledgment in a representative capacity:

(Business Name, Trustee, name of person signing on behalf of)

State of _____

County of _____

This record was acknowledged before me on _____

_____ (Date) by _____

Name(s) of individual(s) as _____

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

of _____

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

Signature of notarial officer

BUYER'S APPROVAL

By: _____
James P. Brown, Mayor (date)

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

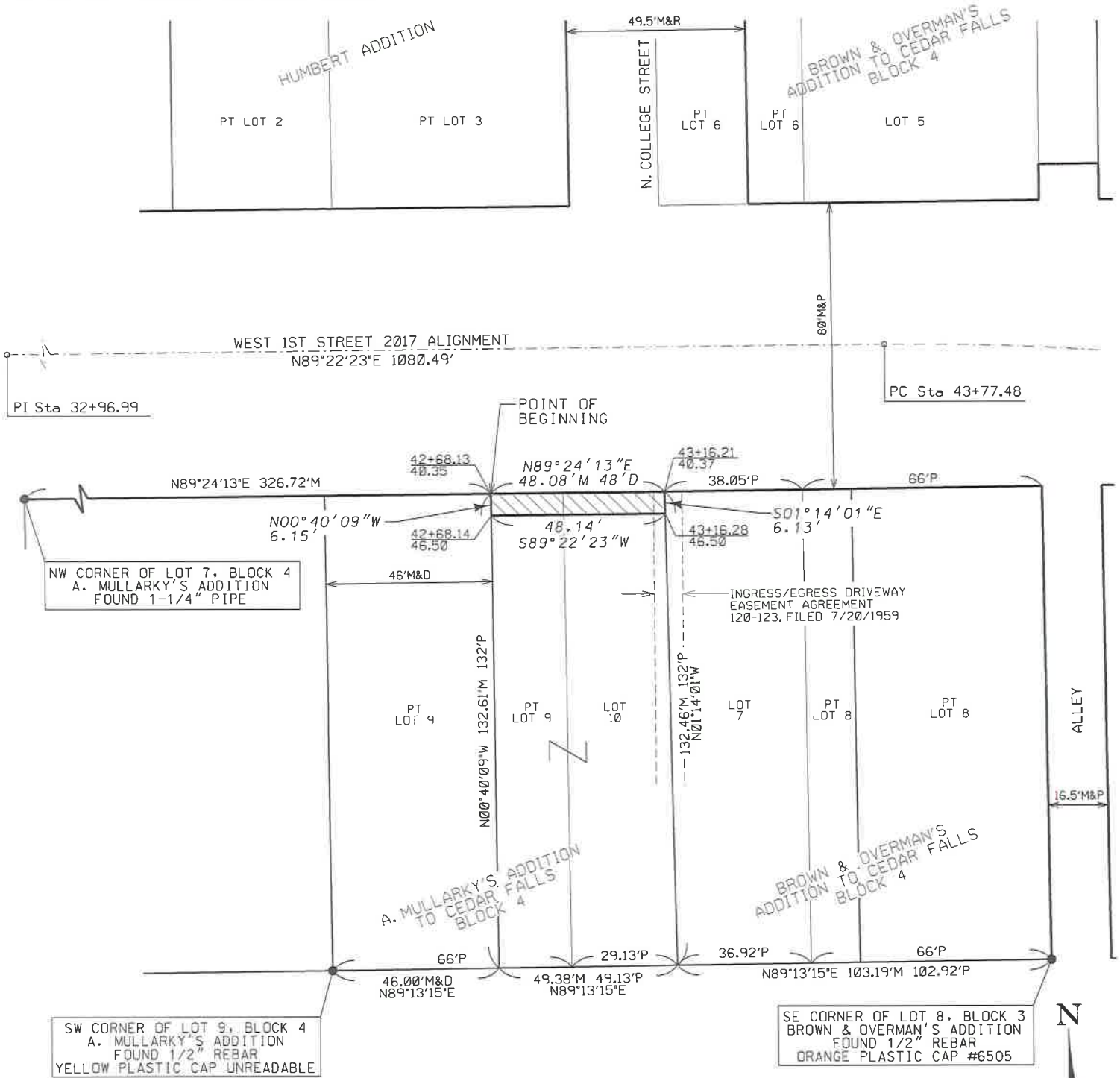
This instrument was acknowledged before me on the _____ day of _____, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

IOWA DEPARTMENT OF TRANSPORTATION
Item 6.2.k
 ACQUISITION PLAT
 EXHIBIT "A"

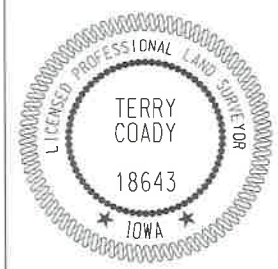
COUNTY BLACK HAWK STATE CON NO. 55
 PROJECT NO. STP-57-2(28)-2C-07 PARC NO. 55
 SECTION 11 TOWNSHIP 89 NORTH RGE 14 WEST
 ROW-FEE 295 S.F. AC, EASE _____ AC CESS-FEE _____ AC
 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ ↓ LINE _____ SIDE
 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
 ACQUIRED FROM CARMEN S. NIMMO

CITY OF CEDAR FALLS, IOWA

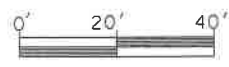


I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Terry Coady **2-18-2018**
 TERRY COADY DATE:
 License number 18643
 My License Renewal Date is December 31, 2019
 Pages covered by this seal: _____
 EXHIBIT "A" ONLY



- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- FOUND IDOT ALUM. CAP (UNLESS OTHERWISE NOTED)



DATE REVISED _____

DATE DRAWN JANUARY 29, 2018

SCALE 1" = 40'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 55

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

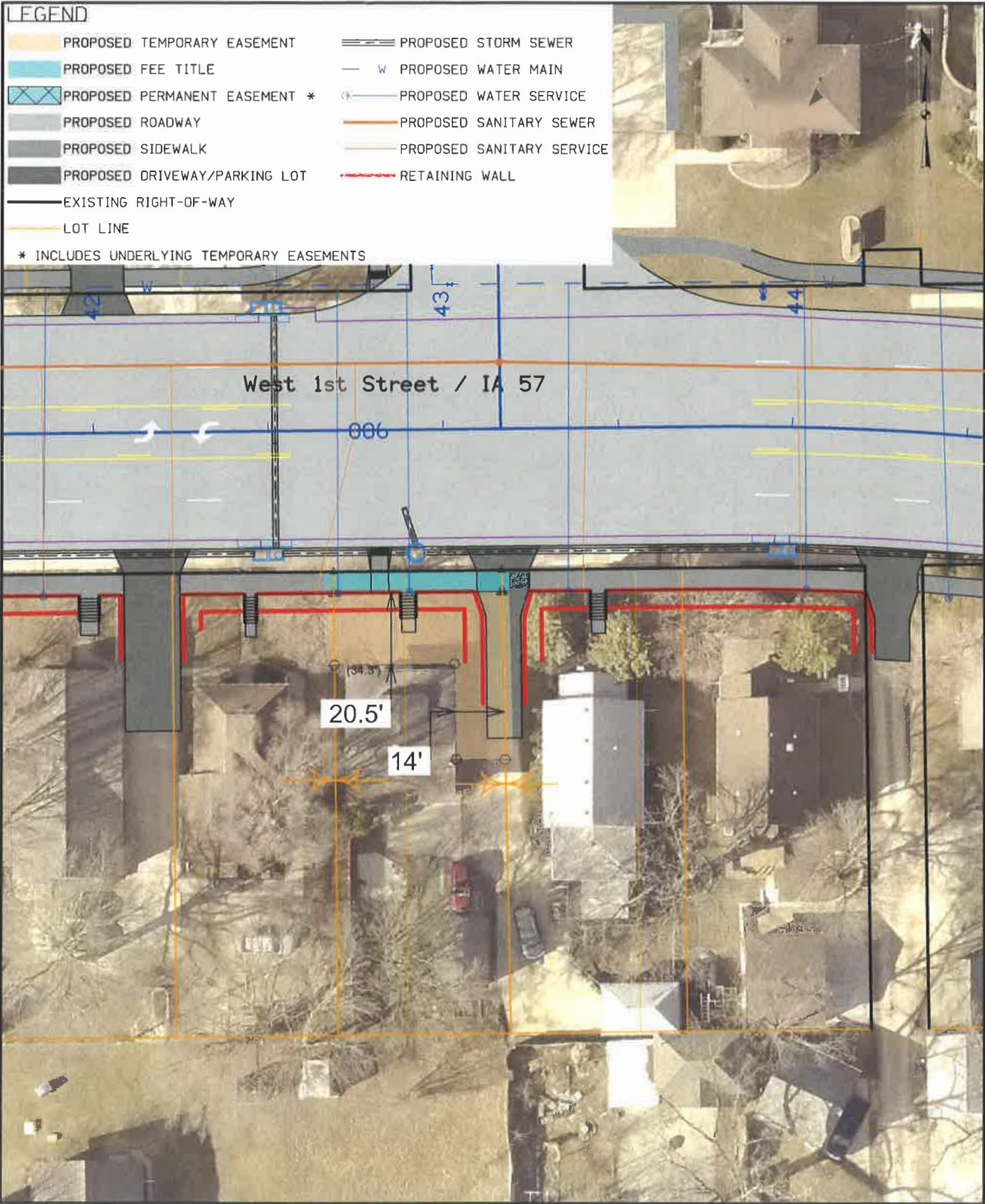
A PART OF LOT 9 AND A PART OF LOT 10 OF, BLOCK 4, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 7, OF SAID BLOCK 4, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH 89°24'13" EAST ALONG THE NORTH LINE OF SAID BLOCK 4, A DISTANCE OF 326.72 FEET TO THE NORTHEAST CORNER OF THE WEST 46.00 FEET OF SAID LOT 9 AND TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°24'13" EAST ALONG SAID NORTH LINE OF BLOCK 4, A DISTANCE OF 48.08 FEET TO THE NORTHEAST CORNER OF SAID LOT 10; THENCE SOUTH 01°14'01" EAST ALONG THE EAST LINE OF SAID LOT 10, A DISTANCE OF 6.13 FEET; THENCE SOUTH 89°22'23" WEST, 48.14 FEET TO THE EAST LINE OF THE WEST 46.00 FEET OF SAID LOT 9; THENCE NORTH 00°40'09" WEST ALONG SAID EAST LINE, 6.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (295 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE NORTH LINE OF BLOCK 4 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION

PARCEL 55 - CARMEN S. NIMMO

SCALE:
1" = 40'

DATE:
02/08/2018

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



\$PLOT\$
\$PENTBL\$
\$SHEETNAME\$

\$FILE\$
\$DATE\$
\$USER\$

Item G.2.k.

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

OWNER'S TEMPORARY GRADING EASEMENT FOR CONSTRUCTION

This instrument is made this _____ day of _____, 2018, by Carmen S. Nimmo, owner(s) (hereinafter referred to as GRANTOR(S)) of the following described property:

See Attached Exhibit

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

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

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

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

See Attached Temporary Grading Easement for Construction Exhibit,
which Easement and rights shall be binding upon the GRANTOR(S).

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

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

Carmen S. Nimmo 6-13-18 Joseph Barke
Carmen S. Nimmo Date Spouse Date

1. For an acknowledgment in a representative capacity:

State of Iowa

County of Black Hawk

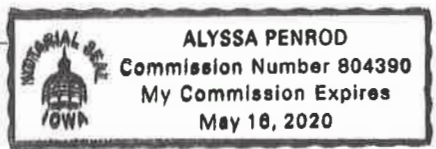
This record was acknowledged before me on 06-13-2018 (Date)

by Carmen S. Nimmo Barke & Joseph Barke Name(s) of individual(s)

as Notary Public (type of authority, such as officer or trustee)

of City of Cedar Falls, IA
(name of party on behalf of whom record was executed).

Alyssa Penrod
Signature of notarial officer



Item G.2.k.

ACCEPTANCE OF EASEMENT

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

Dated this _____ day of _____, 2018.

CITY OF CEDAR FALLS, IOWA

James P. Brown, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

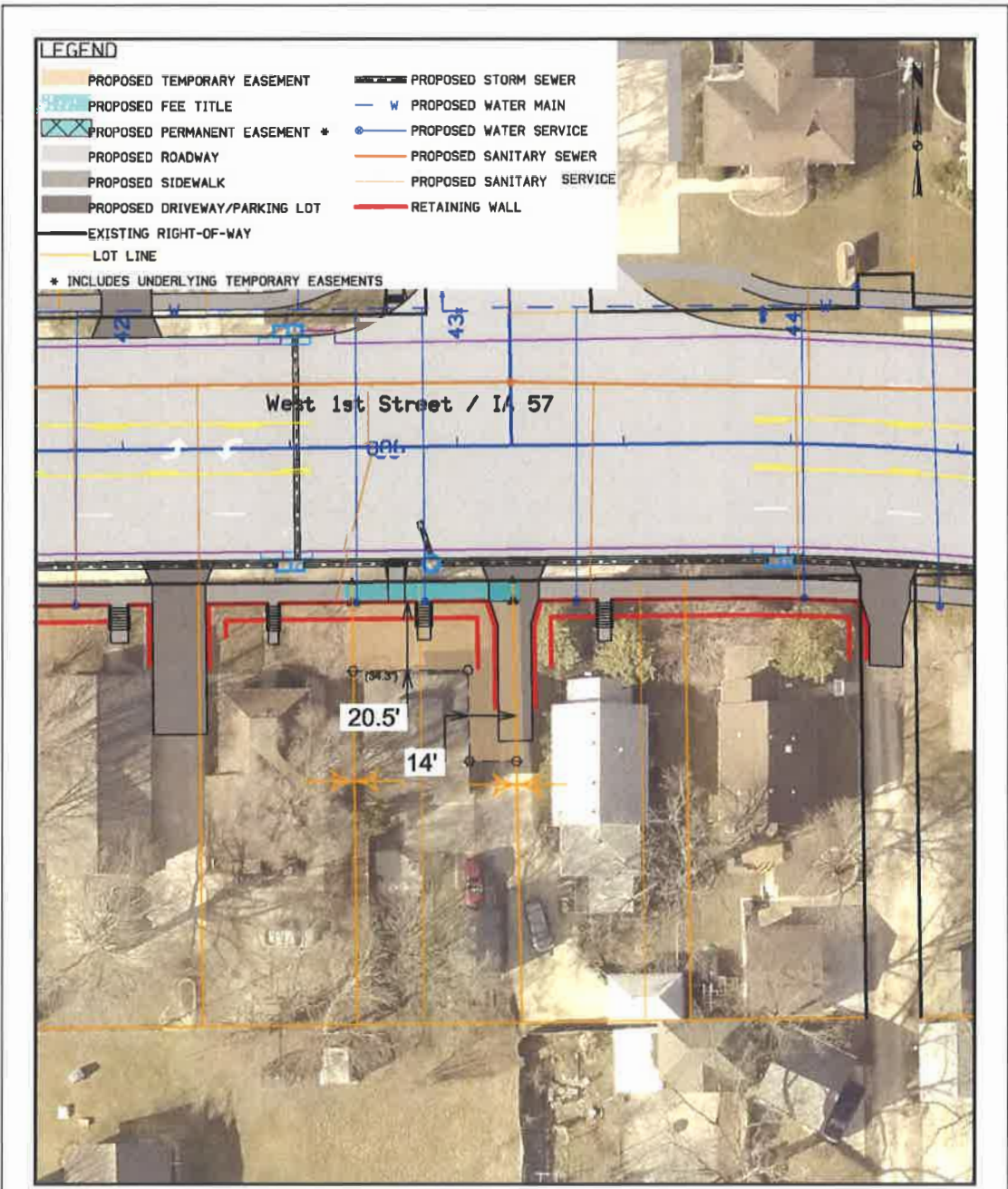
STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

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

Notary Public in and for the State of Iowa

My Commission Expires:

EXHIBIT



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION
 PARCEL 55 - CARMEN S. NIMMO

SCALE: 1" = 40'
 DATE: 02/08/2018
 PROJECT #: STP-57-2(28)-2G-07



BY: TITLE & CONTROL & SHEET NUMBER

BY: TITLE & CONTROL & SHEET NUMBER

Item G.2.k.

Prepared by: Snyder and Associates - 2727 SW Snyder Blvd. PO Box 1159, Ankeny, IA 50023 (515) 964-2020
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

PROPERTY ADDRESS: 908 W.1st St. COUNTY TAX PARCEL NO.8914-11-278-005
PARCEL NO. 56
PROJECT NO. STP-57-2(28)-2C-07
PROJECT NAME: West 1st St. / IA 57 PCC Pavement Reconstruction

THIS AGREEMENT entered into this ____ day of _____, 2018, by and between DT Rentals, LLC, Seller, and the City of Cedar Falls, Iowa, Buyer.

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

FEE Acquisition
See attached

Temporary Easement
See attached

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

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

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>5,517.20</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>5,520.00</u>	TOTAL LUMP SUM	

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

Land by Fee Title	<u>284</u> sq. ft.	\$ <u>2,556.00</u>
Permanent Utility Easement	_____ sq. ft.	\$ _____
Temporary Easement	<u>1,105</u> sq. ft.	\$ <u>1,591.20</u>
Miscellaneous/Other	<u>Tree/wall</u>	\$ <u>1,370.00</u>
Buildings		\$ _____
Severance Damages		\$ _____

5. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
6. The Seller warrants that there are no tenants on the premises holding under lease except: Unknown.
7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are: _____

8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 7 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint

Item G.2.k.

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

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

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

DT Rentals, LLC

Devin Degeeter/owner 7/2/18
 Name/Title Date

[Signature] Owner _____
 Name/Title Date

- 1. For an acknowledgment in an individual capacity:

State of Iowa

County of Blackhawk

This record was acknowledged before me on July 2,

2018 (Date) by _____

Lucas Johansen
 Name(s) of individual(s).

 Signature of notarial officer

2. For an acknowledgment in a representative capacity:

DT Rentals, LLC

State of Iowa
County of Blackhawk

This record was acknowledged before me on July 2,
2018 (Date) by _____

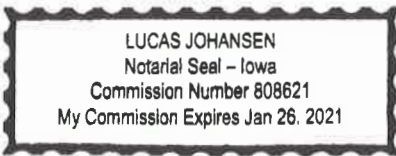
Lucas Johansen

Name(s) of individual(s) as State Notary

(type of authority, such as officer or trustee)

of Devin Degeeter DT Rentals LLC
(name of party on behalf of whom record was executed) .

[Signature]
Signature of notarial officer



BUYER'S APPROVAL

By: _____
James P. Brown, Mayor (date)

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for the State of Iowa

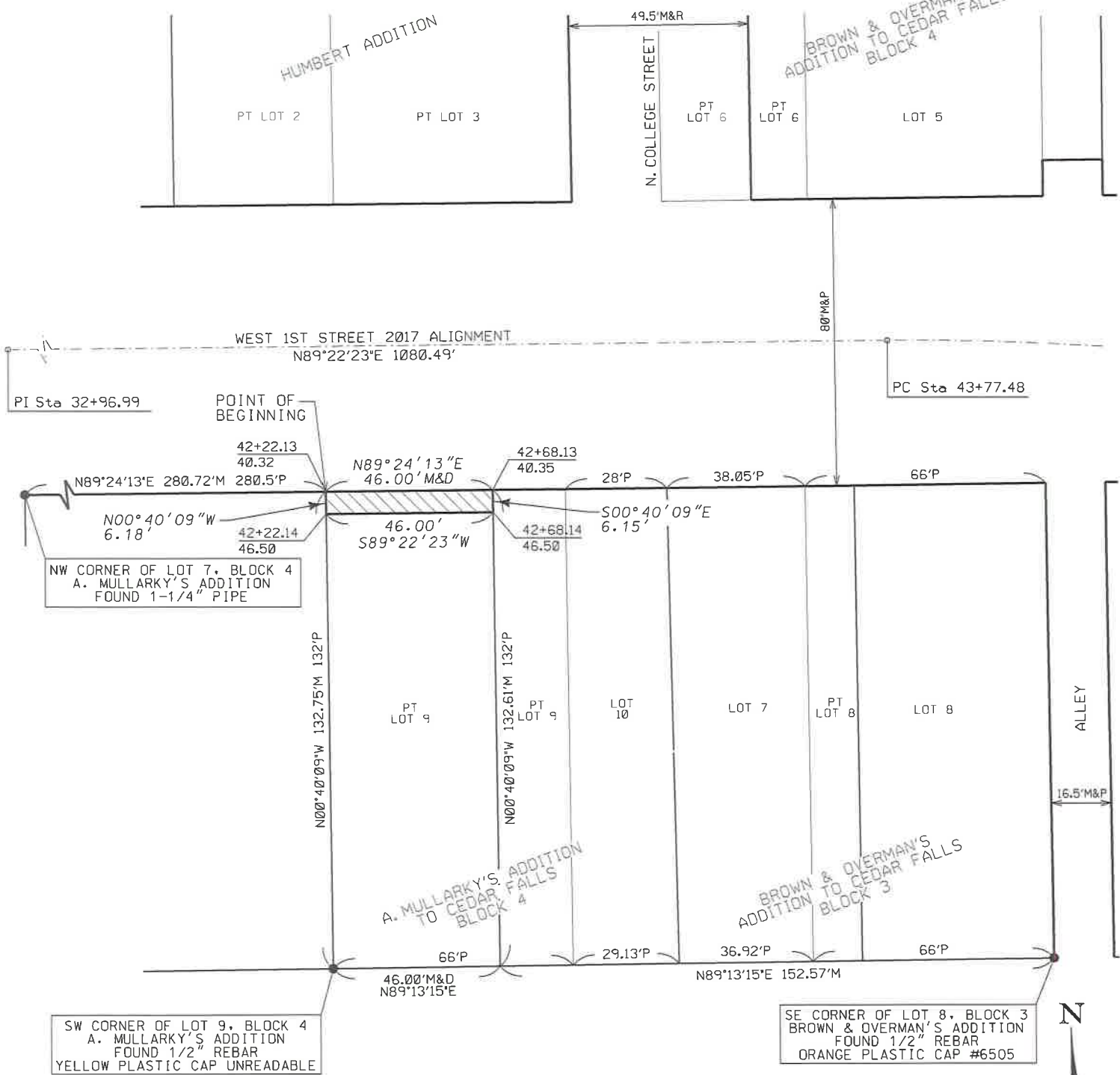
IOWA DEPARTMENT OF TRANSPORTATION

ACQUISITION PLAT

EXHIBIT "A"

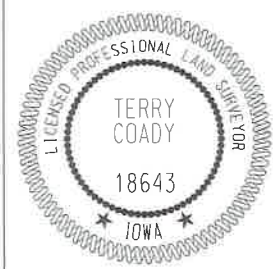
COUNTY BLACK HAWK STATE CONTROL NO. _____
 PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 56
 SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
 ROW-FEE 284 S.F. ~~AC~~, EASE _____ AC EXCESS-FEE _____ AC
 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE
 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
 ACQUIRED FROM DT RENTALS, LLC

CITY OF CEDAR FALLS, IOWA

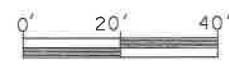


I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Terry Coady DATE: 2-18-2018
 TERRY COADY
 License number 18643
 My License Renewal Date is December 31, 2019
 Pages covered by this seal: _____
EXHIBIT "A" ONLY



- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- FOUND IDOT ALUM. CAP (UNLESS OTHERWISE NOTED)



DATE REVISED _____

DATE DRAWN JANUARY 29, 2018

SCALE 1" = 40'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 56

BLACK HAWK COUNTY

PROJECT N

P-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 9 OF, BLOCK 4, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN C AL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAW JNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 7, OF SAID BLOCK 4, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH 89°24'13" EAST ALONG THE NORTH LINE OF SAID BLOCK 4, A DISTANCE OF 280.72 FEET TO THE NORTHWEST CORNER OF SAID LOT 9 AND TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°24'13" EAST ALONG THE NORTH LINE OF SAID LOT 9, A DISTANCE OF 46.00 FEET TO THE NORTHEAST CORNER OF THE WEST 46.00 FEET OF SAID LOT 9; THENCE SOUTH 00°40'09" EAST ALONG THE EAST LINE OF SAID WEST 46.00 FEET OF LOT 9, A DISTANCE OF 6.15 FEET; THENCE SOUTH 89°22'23" WEST, 46.00 FEET TO THE WEST LINE OF SAID LOT 9; THENCE NORTH 00°40'09" WEST ALONG SAID WEST LINE, 6.18 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (284 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

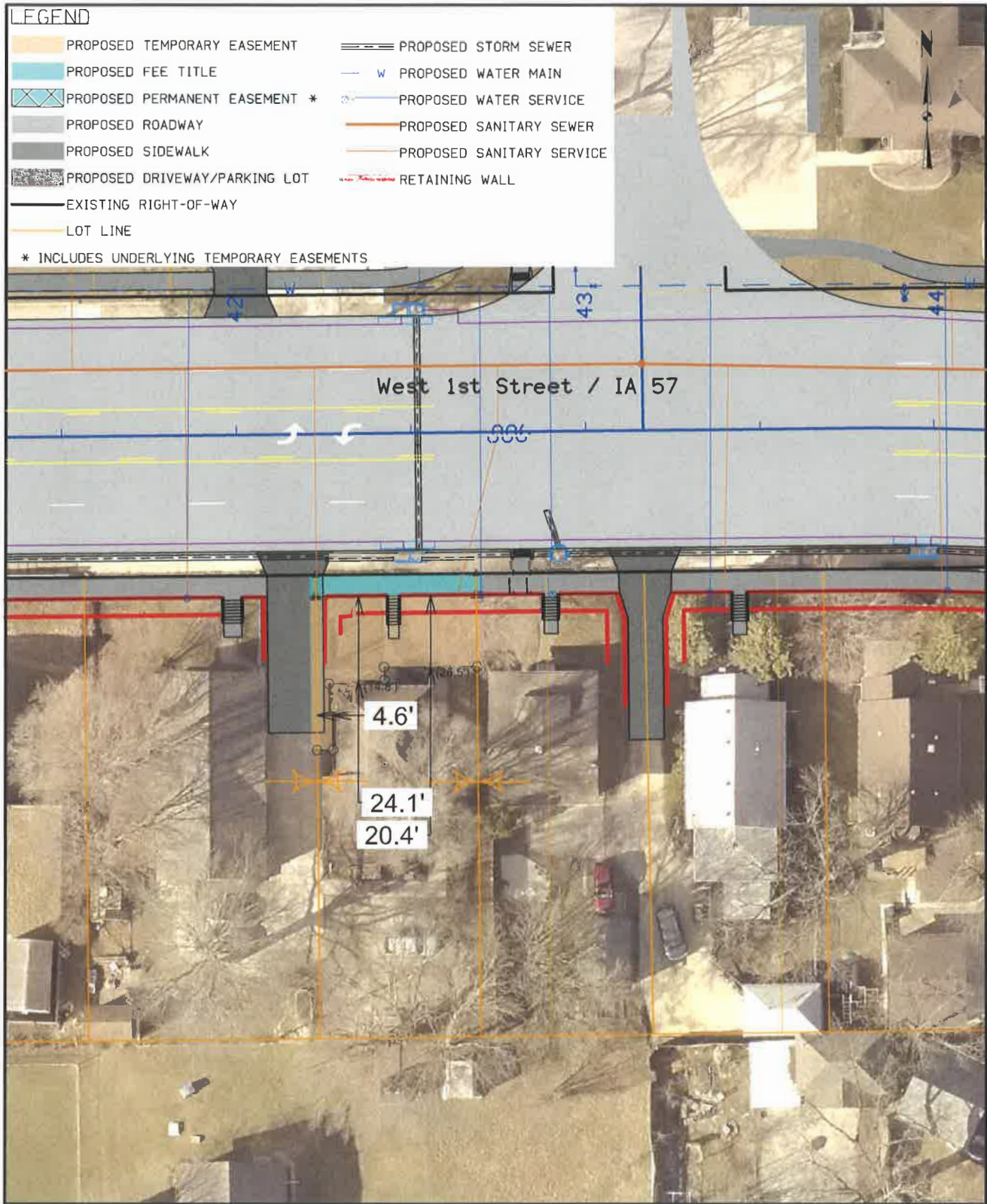
THE NORTH LINE OF BLOCK 4 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

Item G.2.k.

LEGEND

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

* INCLUDES UNDERLYING TEMPORARY EASEMENTS



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION

PARCEL 56 - DT RENTALS LLC

SCALE:
1" = 40'

DATE:
02/08/2018

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



#PLTORN#
#PENTULL#
#SHEETNAME#

#SERIES#
#STATE#
#USER#

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

OWNER'S TEMPORARY GRADING EASEMENT FOR CONSTRUCTION

This instrument is made this _____ day of _____, 2018, by DT Rentals, LLC, owner(s) (hereinafter referred to as GRANTOR(S)) of the following described property:

See Attached Exhibit

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

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

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

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

See Attached Temporary Grading Easement for Construction Exhibit,

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

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

Item G.2.k.

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

DT Rentals, LLC

Devin Degeeter / Owner 7/2/18 [Signature]
Name/Title Date Name/Title Date

1. For an acknowledgment in a representative capacity:

State of Iowa

County of Blackhawk

This record was acknowledged before me on July 2, 2018 (Date)

by Lucas Johansen Name(s) of individual(s)

as State Notary (type of authority, such as officer or trustee)

of DT Rentals LLC - Devin Degeeter
(name of party on behalf of whom record was executed).

[Signature]
Signature of notarial officer



ACCEPTANCE OF EASEMENT

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

Dated this _____ day of _____, 2018.

CITY OF CEDAR FALLS, IOWA

James P. Brown, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

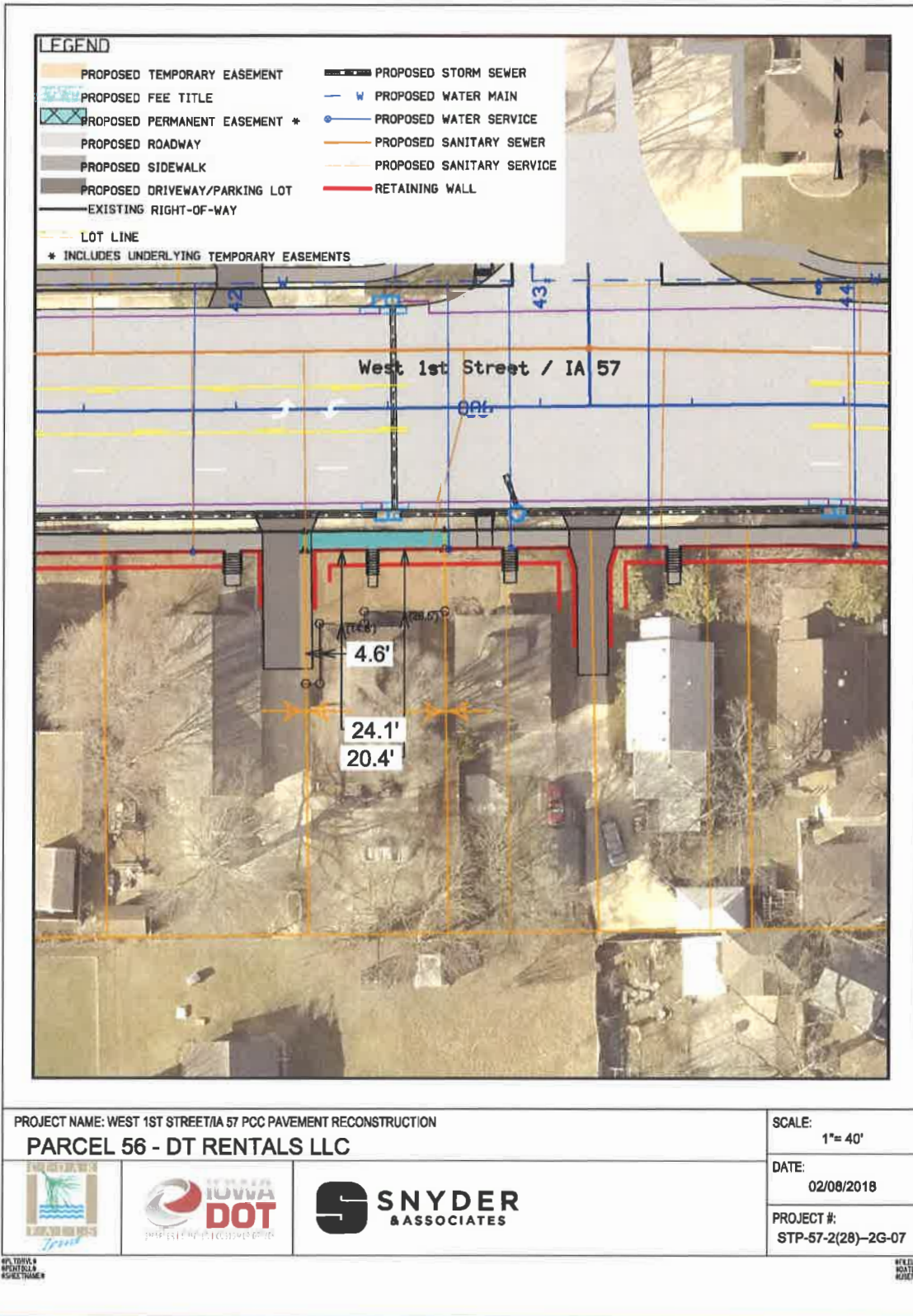
STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

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

Notary Public in and for the State of Iowa

My Commission Expires:

EXHIBIT



Prepared by: Snyder and Associates - 2727 SW Snyder Blvd. PO Box 1159, Ankeny, IA 50023 (515) 964-2020
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

PROPERTY ADDRESS: 930 W. 1st St. COUNTY TAX PARCEL NO.8914-11-278-001
PARCEL NO. 60
PROJECT NO. STP-57-2(28)-2C-07
PROJECT NAME: West 1st St. / IA 57 PCC Pavement Reconstruction

THIS AGREEMENT entered into this ____ day of _____, 2018, by and between Bradley K. Schultz, Seller, and the City of Cedar Falls, Iowa, Buyer.

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

FEE Acquisition
See attached

Temporary Easement
See attached

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

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

Item G.2.k.

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>6,962.64</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>6,965.00</u>	TOTAL LUMP SUM	

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

Land by Fee Title	<u>502</u> sq. ft.	\$ <u>4,518.00</u>
Permanent Utility Easement	_____ sq. ft.	\$ _____
Temporary Easement	<u>906</u> sq. ft.	\$ <u>1,304.64</u>
Miscellaneous/Other	<u>Landscaping/Wall</u>	\$ <u>1,140.00</u>
Buildings		\$ _____
Severance Damages		\$ _____

5. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
6. The Seller warrants that there are no tenants on the premises holding under lease except: Unknown.
7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are: _____

8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 7 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint

tenancy has not been destroyed by operation of law or acts of the Seller.

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

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

Bradley K. Schultz _____ Date _____ (Spouse) _____ Date _____

1. For an acknowledgment in an individual capacity:

State of IOWA

County of BLACK HAWK

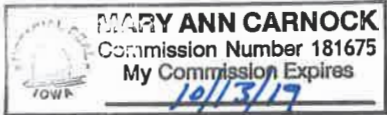
This record was acknowledged before me on 5/30/18

_____(Date) by BRADLEY K. SCHULTZ

Name(s) of individual(s) _____

Mary Ann Carnock

 Signature of notarial officer



Item G.2.k.

2. For an acknowledgment in a representative capacity:

(Business Name, Trustee, name of person signing on behalf of)

State of _____

County of _____

This record was acknowledged before me on _____
_____ (Date) by _____

Name(s) of individual(s) as _____
_____ (type of authority, such as officer or trustee)

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

Signature of notarial officer

BUYER'S APPROVAL

By: _____
James P. Brown, Mayor (date)

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

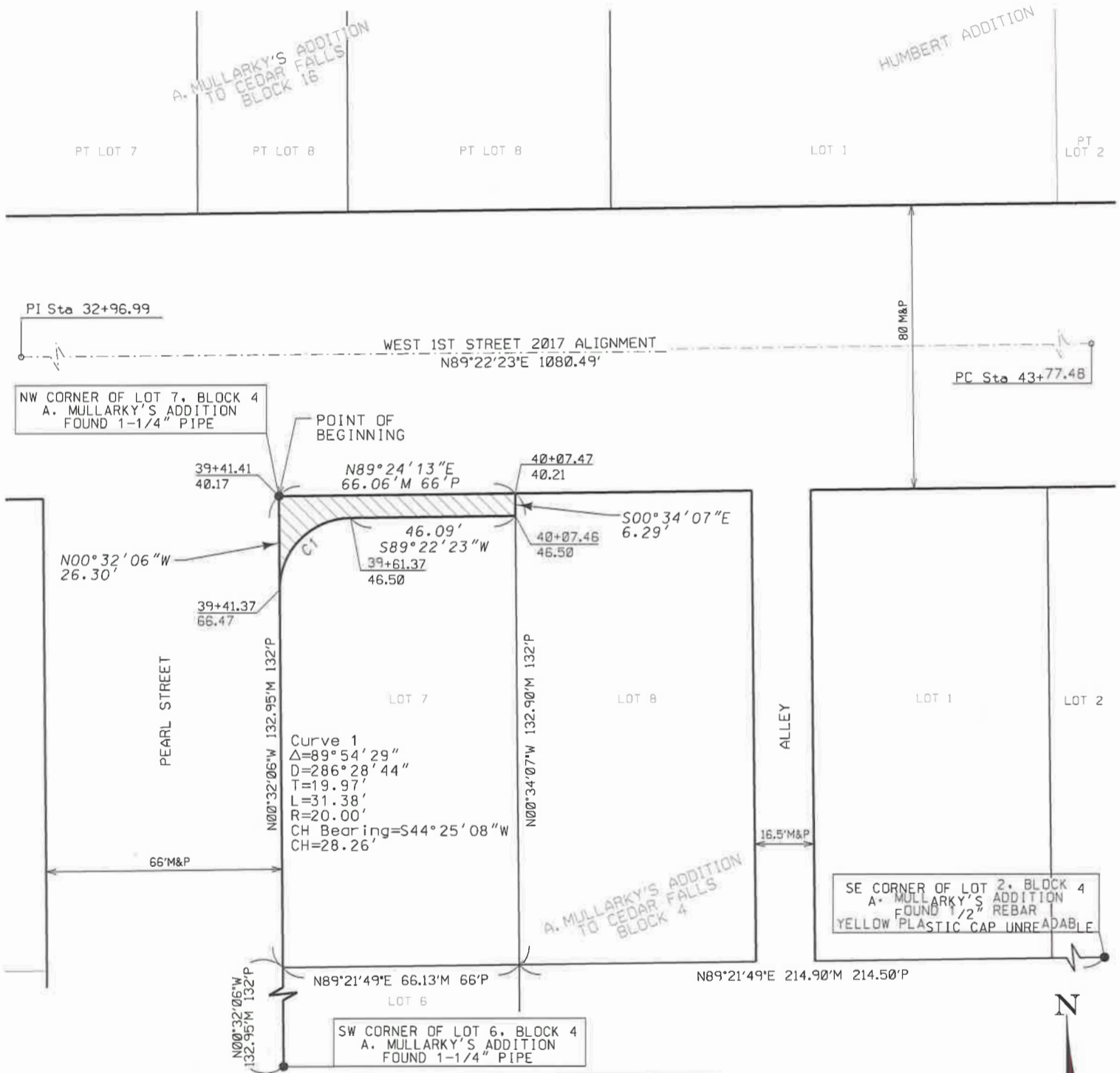
This instrument was acknowledged before me on the _____ day of _____, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

IOWA DEPARTMENT OF TRANSPORTATION
Item 6.2.k
 ACQUISITION PLAT
 EXHIBIT "A"

COUNTY BLACK HAWK STATE CONT NO. _____
 PROJECT NO. STP-57-2(28)--2C-07 PARCE D. 60
 SECTION 11 TOWNSHIP 89 NORTH GE 14 WEST
 ROW-FEE 502 S.F. ~~AC~~, EASE _____ AC ESS-FEE _____ AC
 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ M LINE _____ SIDE
 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
 ACQUIRED FROM BRADLEY K. SCHULTZ

CITY OF CEDAR FALLS, IOWA

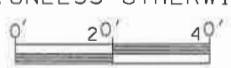


I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Terry Coady
TERRY COADY DATE: 2-18-2010
 License number 18643
 My License Renewal Date is December 31, 2019
 Pages covered by this seal: _____
EXHIBIT "A" ONLY



- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- FOUND IDOT ALUM. CAP (UNLESS OTHERWISE NOTED)



DATE REVISED _____
 DATE DRAWN JANUARY 29, 2010

SCALE 1" = 40'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 60

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

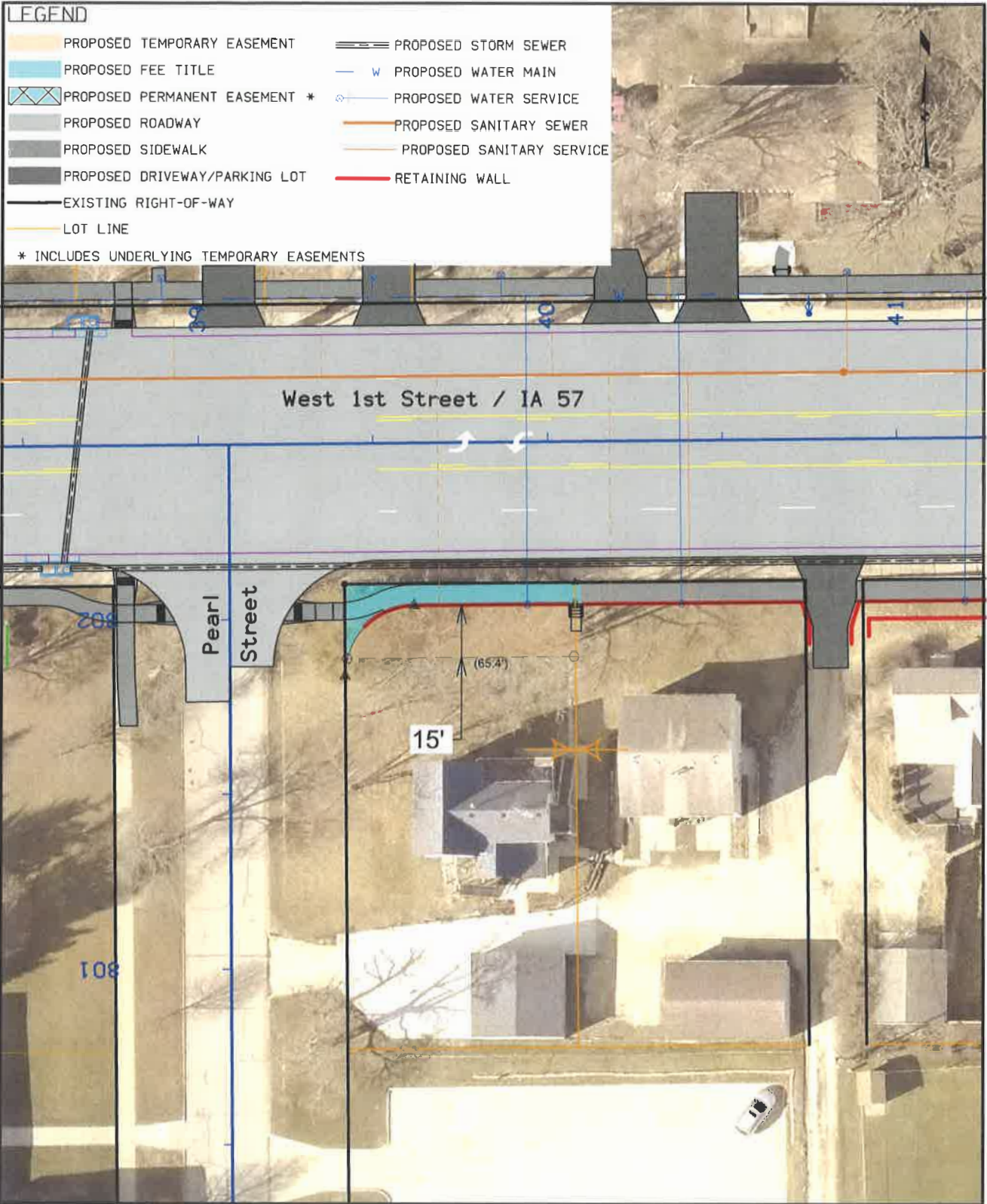
A PART OF LOT 7 OF, BLOCK 4, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 7 OF, BLOCK 4, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH 89°24'13" EAST ALONG THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 66.06 FEET TO THE NORTHEAST CORNER OF SAID LOT 7; THENCE SOUTH 00°34'07" EAST ALONG THE EAST LINE OF SAID LOT 7, A DISTANCE OF 6.29 FEET; THENCE SOUTH 89°22'23" WEST, 46.09 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 20.00 FEET, WHOSE ARC LENGTH IS 31.38 FEET AND WHOSE CHORD BEARS SOUTH 44°25'08" WEST, 28.26 FEET TO THE WEST LINE OF SAID LOT 7; THENCE NORTH 00°32'06" WEST ALONG SAID WEST LINE, 26.30 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (502 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE NORTH LINE OF BLOCK 4 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.



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

PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION
 PARCEL 60 - BRADLEY K. SCHULTZ

SCALE: 1"= 40'
 DATE: 02/08/2018
 PROJECT #: STP-57-2(28)--2G-07



#PLTDRVL\$
 #PENYBLL\$
 #SHEETNAME\$

#PLOT\$
 #DATE\$
 #USER\$

Item G.2.k.

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

OWNER'S TEMPORARY GRADING EASEMENT FOR CONSTRUCTION

This instrument is made this _____ day of _____, 2018, by Bradley K. Schultz, owner(s) (hereinafter referred to as GRANTOR(S)) of the following described property:

See Attached Exhibit

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

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

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

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

See Attached Temporary Grading Easement for Construction Exhibit,

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

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

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

Bradley K. Schultz 5/30/18 _____
Bradley K. Schultz Date Spouse Date

1. For an acknowledgment in a representative capacity:

State of IOWA

County of BLACK HAWK

This record was acknowledged before me on 5/30/18 (Date)

by BRADLEY K. SCHULTZ Name(s) of individual(s)

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

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

Mary Ann Carnock
Signature of notarial officer



Item G.2.k.

ACCEPTANCE OF EASEMENT

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

Dated this _____ day of _____, 2018.

CITY OF CEDAR FALLS, IOWA

James P. Brown, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

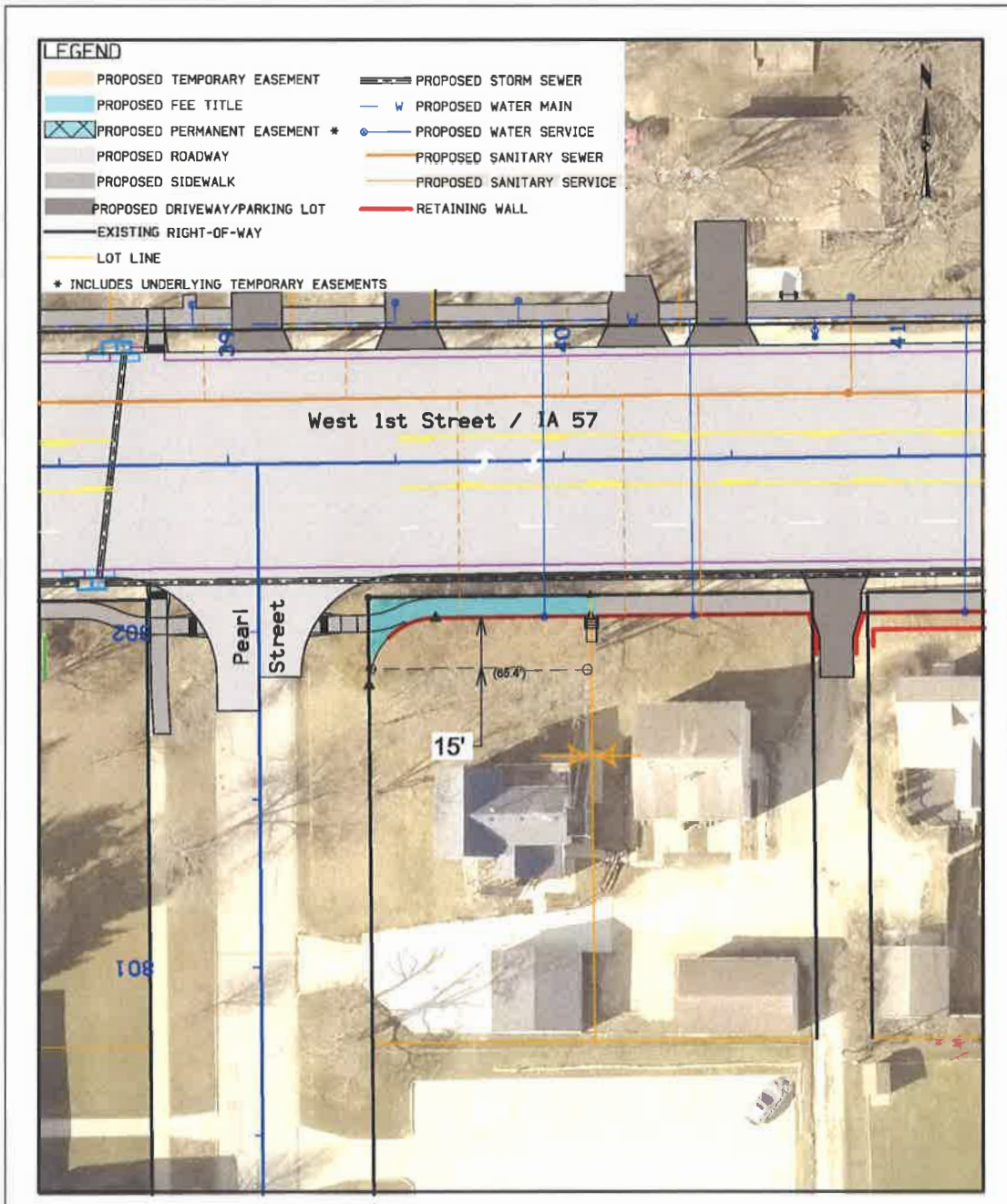
STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

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

Notary Public in and for the State of Iowa

My Commission Expires:

EXHIBIT

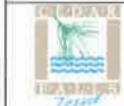


PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION
 PARCEL 60 - BRADLEY K. SCHULTZ

SCALE:
 1"= 40'

DATE:
 02/08/2018

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



DATE PLOTTED
 02/08/2018
 PROJECT NAME
 STP-57-2(28)-2G-07

DATE PLOTTED
 02/08/2018
 PROJECT NAME
 STP-57-2(28)-2G-07

Item G.2.k.

Prepared by: Snyder and Associates - 2727 SW Snyder Blvd. PO Box 1159, Ankeny, IA 50023 (515) 964-2020
For: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600

CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

PROPERTY ADDRESS: 1116 W. 1st St. COUNTY TAX PARCEL NO.8914-11-276-006
PARCEL NO. 64
PROJECT NO. STP-57-2(28)-2C-07
PROJECT NAME: West 1st St. / IA 57 PCC Pavement Reconstruction

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

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

FEE Acquisition
See attached

Temporary Easement
See attached

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

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

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>4,762.44</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>4,765.00</u>	TOTAL LUMP SUM	

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

Land by Fee Title	<u>361</u>	sq. ft.	\$ <u>3,249.00</u>
Permanent Utility Easement	_____	sq. ft.	\$ _____
Temporary Easement	<u>1,051</u>	sq. ft.	\$ <u>1,513.44</u>
Miscellaneous/Other	_____		\$ _____
Buildings			\$ _____
Severance Damages			\$ _____

5. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
6. The Seller warrants that there are no tenants on the premises holding under lease except: NONE.
7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are: HCC Properties, LLC – P.O. Box 92 Cedar Falls, IA 50613

8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 7 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the

Item G.2.k.

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

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

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

HCC Properties, LLC

[Signature] _____
 Name/Title
member 5/22/18 _____
 Date Name/Title Date

- 1. For an acknowledgment in an individual capacity:

State of Iowa

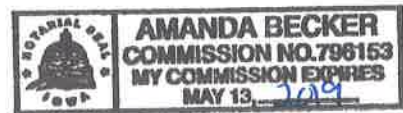
County of Black Hawk

This record was acknowledged before me on May 22, 2018

(Date) by _____

Kade Hoppenworth
Name(s) of individual(s).

[Signature]
Signature of notarial officer



2. For an acknowledgment in a representative capacity:

HCC Properties, LLC

State of Iowa

County of Black Hawk

This record was acknowledged before me on 8/22/18

(Date) by Kade Hopperman

Name(s) of individual(s) as Member

(type of authority, such as officer or trustee)

of HCC Properties LLC
(name of party on behalf of whom record was executed)

A. Becker
Signature of notarial officer



BUYER'S APPROVAL

By: _____
James P. Brown, Mayor (date)

By: _____
Jacqueline Daniels, MMC (date)
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for the State of Iowa

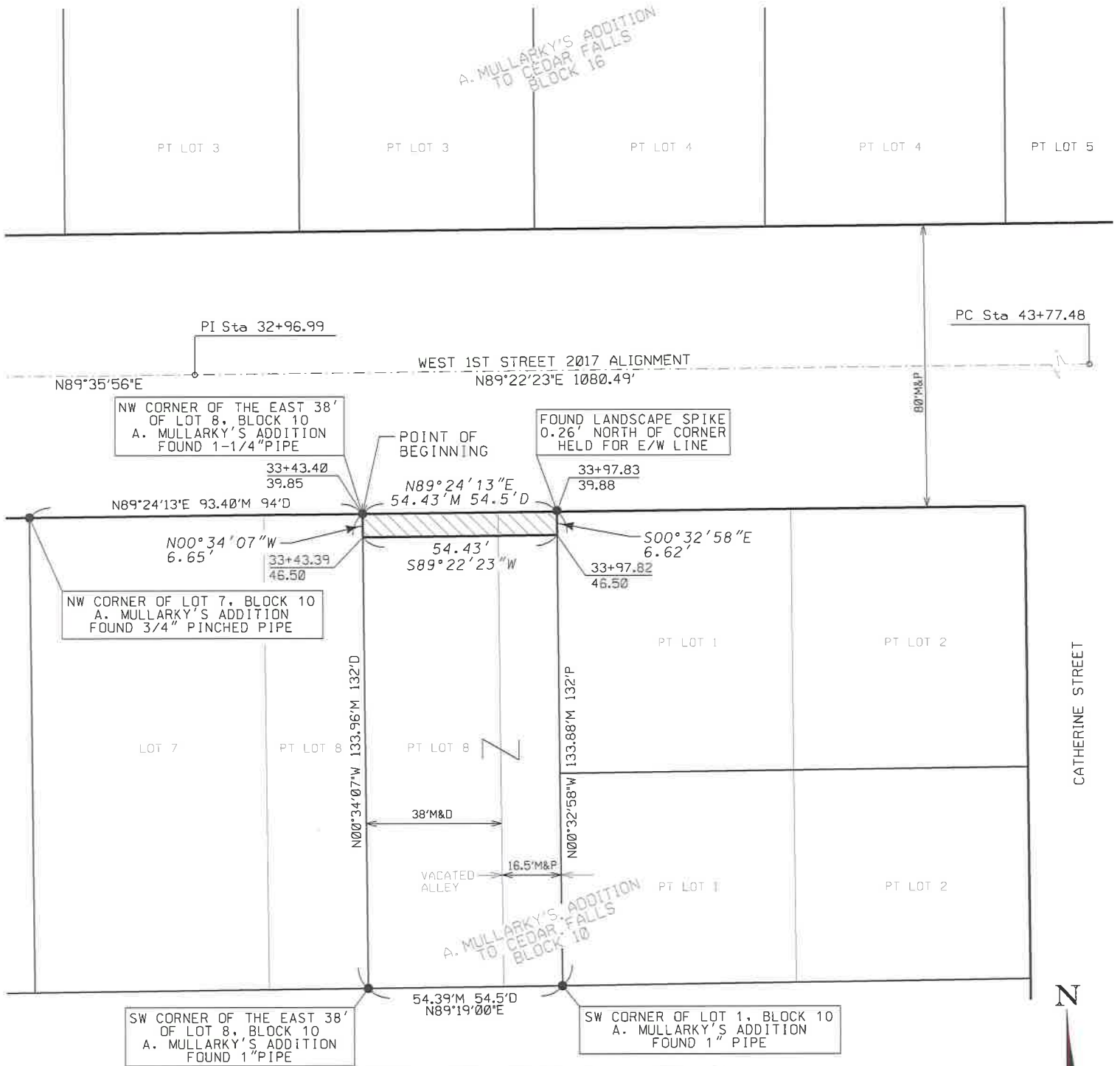
IOWA DEPARTMENT OF TRANSPORTATION

ACQUISITION PLAT

EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. _____
 PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 64
 SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
 ROW-FEE 361 S.F. ~~AC~~, EASE _____ AC EXCESS-FEE _____ AC
 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE _____
 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE _____
 ACQUIRED FROM HCC PROPERTIES, LLC

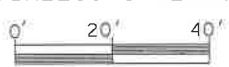
CITY OF CEDAR FALLS, IOWA



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

Terry Coady 2-18-2018
 TERRY COADY DATE:
 License number 18643
 My License Renewal Date is December 31, 2019
 Pages covered by this seal: _____
EXHIBIT "A" ONLY

- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- FOUND IDOT ALUM. CAP (UNLESS OTHERWISE NOTED)



DATE REVISED _____

DATE DRAWN JANUARY 29, 2018

SCALE 1" = 40'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 64

BLACK HAWK COUNTY

PROJECT NC

-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 8 AND A PART OF VACATED ALLEY OF, BLOCK 10, A. MULLARKY'S / ION TO CEDAR
FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY DAR FALLS,
BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE EAST 38.00 FEET OF SAID LOT 8 OF, BLOCK 10, A.
MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH 89°24'13" EAST ALONG THE NORTH LINE OF
SAID BLOCK 10, A DISTANCE OF 54.43 FEET TO THE NORTHEAST CORNER OF SAID VACATED ALLEY;
THENCE SOUTH 00°32'58" EAST ALONG THE EAST LINE OF SAID VACATED ALLEY, 6.62 FEET; THENCE;
SOUTH 89°22'23" WEST, A DISTANCE OF 54.43 FEET TO THE WEST LINE OF SAID EAST 38.00 FEET OF LOT
8; THENCE NORTH 00°34'07" WEST ALONG SAID WEST LINE, 6.65 FEET TO THE POINT OF BEGINNING
AND CONTAINING 0.01 AC. (361 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE NORTH LINE OF BLOCK 10 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR
NORTH 89°24'13" EAST.

Item G.2.k.



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION

PARCEL 64 - HCC PROPERTIES LLC

SCALE:
1"= 40'

DATE:
02/08/2018

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



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

OWNER'S TEMPORARY GRADING EASEMENT FOR CONSTRUCTION

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

See Attached Exhibit

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

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

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

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

See Attached Temporary Grading Easement for Construction Exhibit,

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

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

Item G.2.k.

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

HCC Properties, LLC

[Signature] member 5-22-18 _____
Name/Title Date Name/Title Date

1. For an acknowledgment in a representative capacity:

State of Iowa

County of Blackhawk

This record was acknowledged before me on 5/22/18 (Date)

by Kade Hoppenworth Name(s) of individual(s)

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

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

[Signature]
Signature of notarial officer



ACCEPTANCE OF EASEMENT

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

Dated this _____ day of _____, 2018.

CITY OF CEDAR FALLS, IOWA

James P. Brown, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

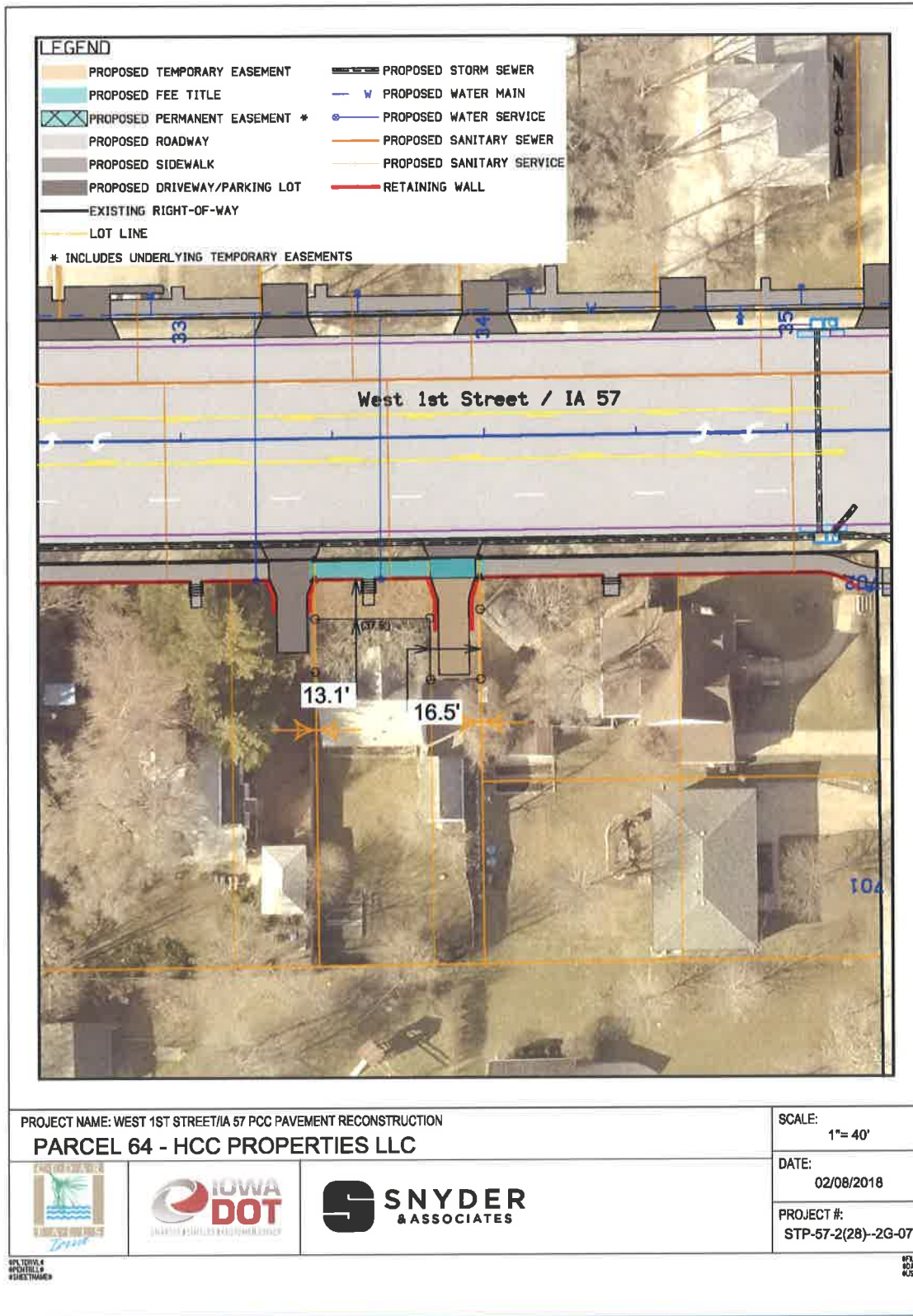
STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

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

Notary Public in and for the State of Iowa

My Commission Expires:

EXHIBIT



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

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

**CITY OF CEDAR FALLS
OWNER PURCHASE AGREEMENT**

PROPERTY ADDRESS: 1216 W. 1st St.
PARCEL NO. 68
PROJECT NO. STP-57-2(28)-2C-07
PROJECT NAME: West 1st St. / IA 57 PCC Pavement Reconstruction

COUNTY TAX PARCEL NO.8914-11-276-002

THIS AGREEMENT entered into this ____ day of _____, 2018, by and between David H. Johnson, Seller, and the City of Cedar Falls, Iowa, Buyer.

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

FEE Acquisition
See attached

Temporary Easement
See attached

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

_____.

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

Item G.2.k.

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>5,721.44</u>	on possession and	<u>60 days after Buyer approval</u>
	conveyance	
\$ <u>5,725.00</u>	TOTAL LUMP SUM	

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

Land by Fee Title	<u>391</u>	sq. ft.	\$ <u>3,519.00</u>
Permanent Utility Easement	_____	sq. ft.	\$ _____
Temporary Easement	<u>1,026</u>	sq. ft.	\$ <u>1,477.44</u>
Miscellaneous/Other	<u>Tree, Bushes</u>		\$ <u>725.00</u>
Buildings			\$ _____
Severance Damages			\$ _____

5. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
6. The Seller warrants that there are no tenants on the premises holding under lease except: NONE.
7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are: David H. Johnson – P.O. Box 435 Cedar Falls, IA 50613

8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 7 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint

Item G.2.k.

2. For an acknowledgment in a representative capacity:

(Business Name, Trustee, name of person signing on behalf of)

State of _____

County of _____

This record was acknowledged before me on _____

(Date) by _____

Name(s) of individual(s) as _____

(type of authority, such as officer or trustee)

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

Signature of notarial officer

BUYER'S APPROVAL

By: _____
James P. Brown, Mayor (date)

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

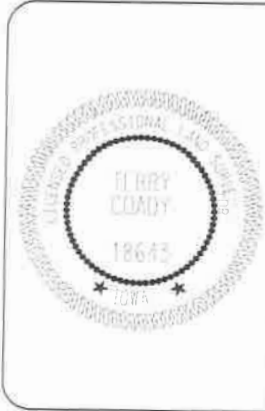
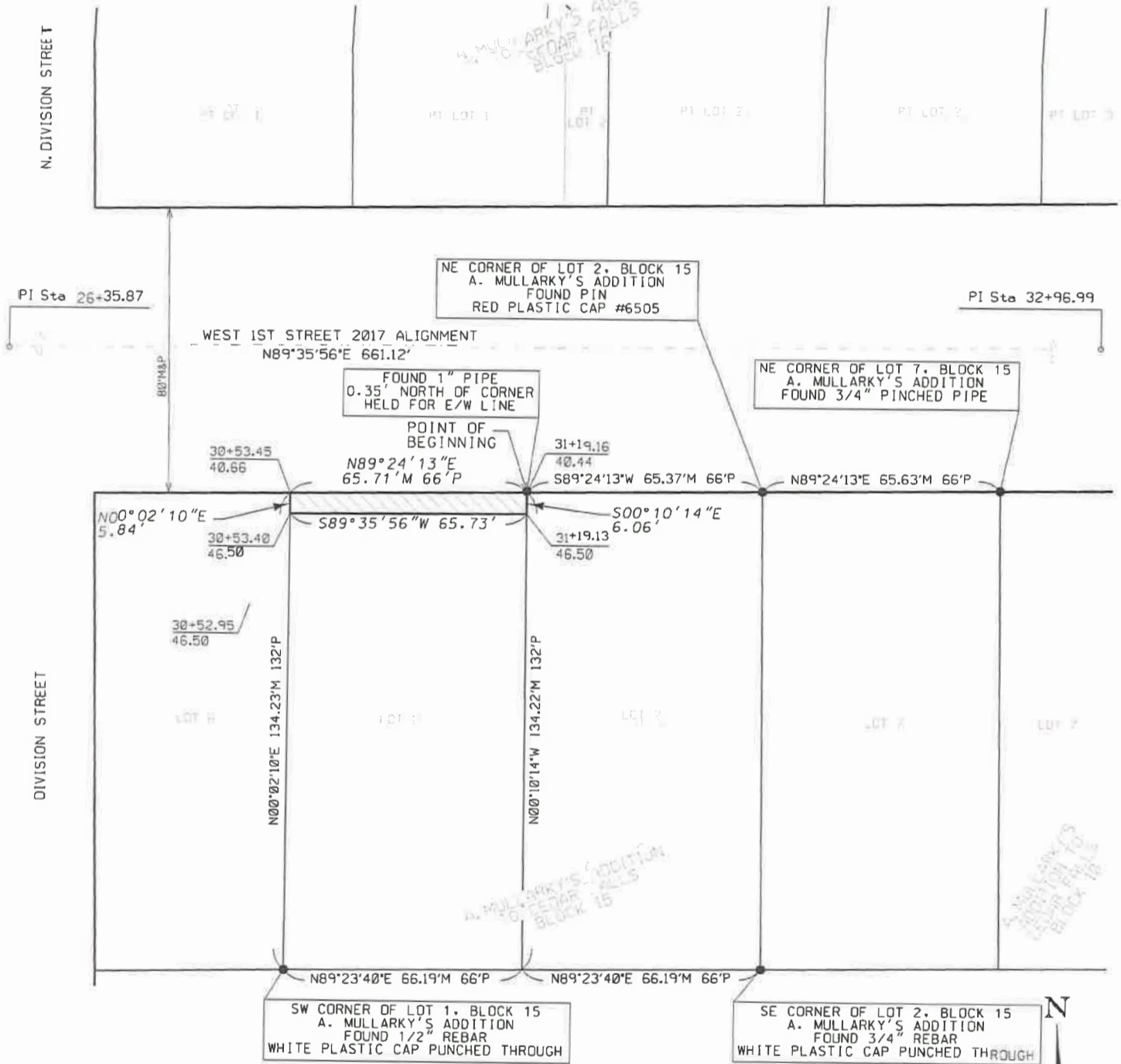
This instrument was acknowledged before me on the _____ day of _____, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT
EXHIBIT "A"

COUNTY BLACK HAWK STATE CONT. NO. _____
PROJECT NO. STP-57-2(28)-2C-07 PARCE L. 68
SECTION 11 TOWNSHIP 89 NORTH E 14 WEST
ROW-FEE 391 S.F. AC. EASE _____ AC. ACCESS-FEE _____ AC.
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
ACQUIRED FROM DAVID H. JOHNSON

CITY OF CEDAR FALLS, IOWA



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

Terry Coady DATE: 2-18-2018
TERRY COADY
License number 18643
My License Renewal Date is December 31, 2019
Pages covered by this seal: EXHIBIT "A" ONLY

▲ FOUND SECTION CORNER
■ FOUND RIGHT OF WAY RAIL
● FOUND IDOT ALUM. CAP (UNLESS OTHERWISE NOTED)

DATE REVISED _____
DATE DRAWN JANUARY 29, 2018 SCALE 1" = 40'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 68

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

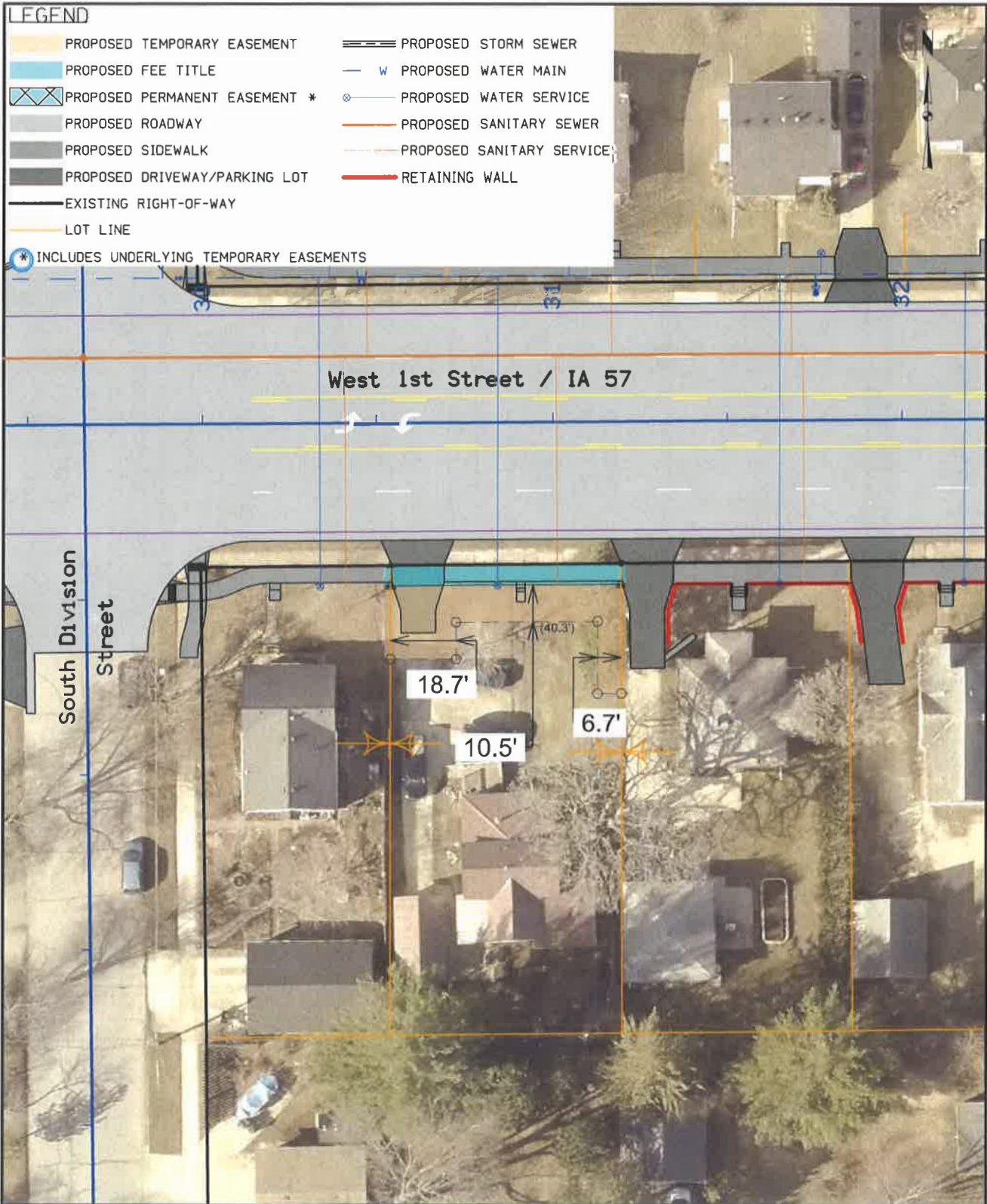
A PART OF LOT 1 OF, BLOCK 15, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 2, OF SAID BLOCK 15, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE SOUTH 89°24'13" WEST ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 65.37 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 AND TO THE POINT OF BEGINNING; THENCE SOUTH 00°10'14" EAST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 6.06 FEET; THENCE SOUTH 89°35'56" WEST, 65.73 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 00°02'10" EAST ALONG SAID WEST LINE, 5.84 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 89°24'13" EAST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 65.71 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (391 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE NORTH LINE OF BLOCK 15 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION
 PARCEL 68 - DAVID H. JOHNSON

SCALE:
 1" = 40'

DATE:
 02/08/2018

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



Item G.2.k.

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

OWNER'S TEMPORARY GRADING EASEMENT FOR CONSTRUCTION

This instrument is made this _____ day of _____, 2018, by David H. Johnson, owner(s) (hereinafter referred to as GRANTOR(S)) of the following described property:

See Attached Exhibit

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

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

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

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

See Attached Temporary Grading Easement for Construction Exhibit,

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

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

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

David H. Johnson 6-12-18 WIA _____
David H. Johnson Date Spouse Date

1. For an acknowledgment in a representative capacity:

State of Iowa

County of Black Hawk

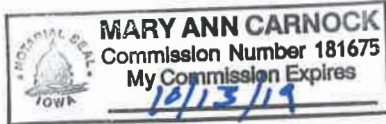
This record was acknowledged before me on 6/12/18 (Date)

by DAVID H. JOHNSON Name(s) of individual(s)

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

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

Mary Ann Carnock
Signature of notarial officer



Item G.2.k.

ACCEPTANCE OF EASEMENT

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

Dated this _____ day of _____, 2018.

CITY OF CEDAR FALLS, IOWA

James P. Brown, Mayor

ATTEST

Jacqueline Danielsen, MMC
City Clerk

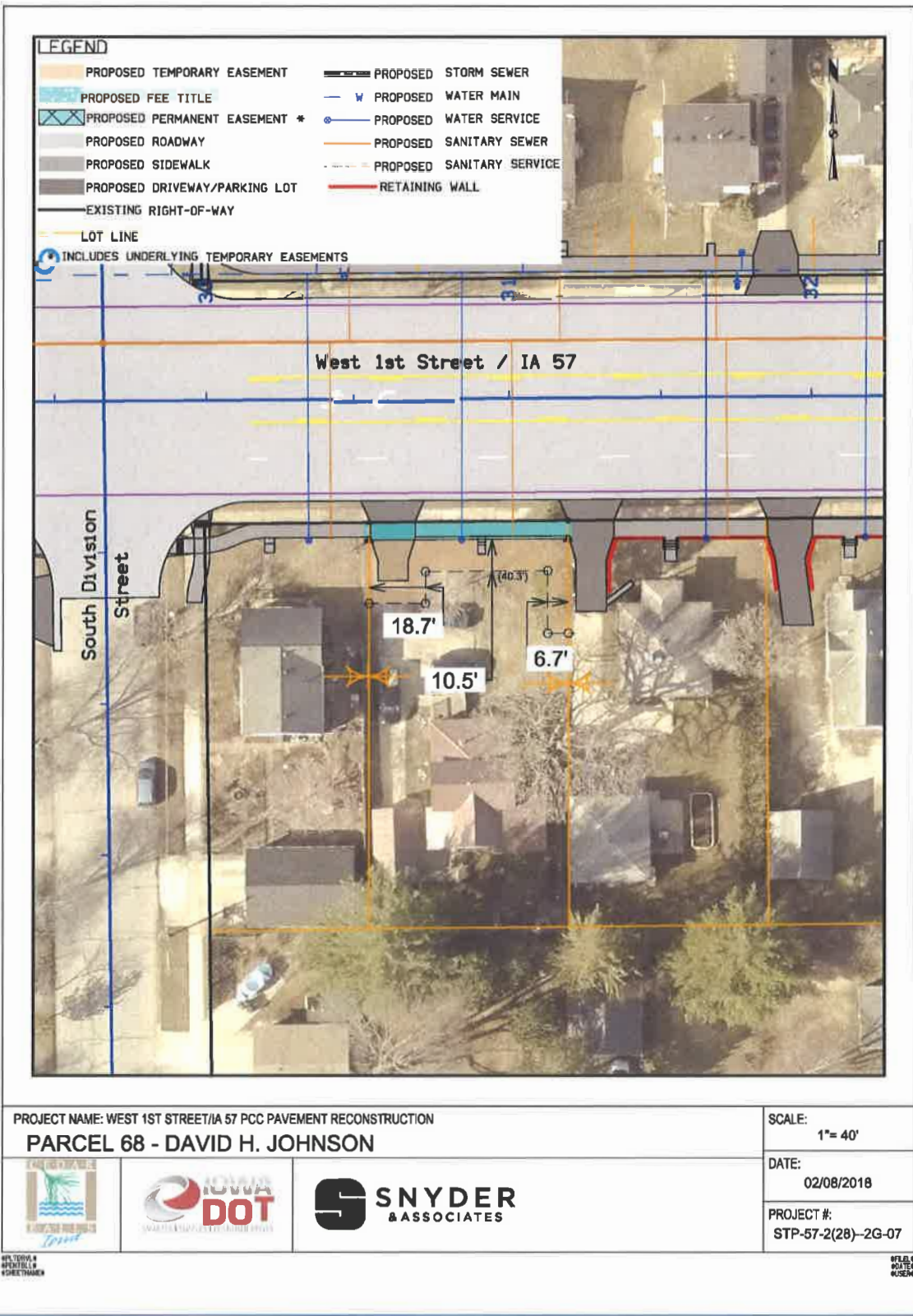
STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

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

Notary Public in and for the State of Iowa

My Commission Expires:

EXHIBIT



Item G.2.k.

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

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

CITY OF CEDAR FALLS TENANT PURCHASE AGREEMENT

Property Address: 1216 W. 1st St. **County Tax Parcel No.:** 8914-11-276-002
Parcel Number: 68 **Project Name:** West 1st Street Cedar Falls IA 57 Reconstruction Project
Project Number: STP-57-2(28)--2c-07

THIS AGREEMENT entered into this ____ day of _____, 2018, by and between Michael Thornton, Seller and the City of Cedar Falls, Iowa, Buyer.

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

See Attached Acquisition Plat
See Attached Temporary Easement Area(s)

and more particularly described on page(s) 4-6, and all improvements of whatever type situated on the premises.

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

Seller is tenant on the property of the following owner: David H. Johnson

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

well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

Request info from Seller and describe what it is and where it is located, otherwise state "None Known" if they are unaware of anything

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

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

Michael Thornton
Michael Thornton

Rebecca Thornton
(Spouse)

For an acknowledgment in an individual capacity:

State of Iowa

County of Black Hawk

This record was acknowledged before me on _____

6-27-2018 (Date) by MICHAEL

THORNTON AND REBECCA THORNTON

Name(s) of individual(s) as TENANTS

(type of authority, such as officer or trustee)

of 1216 W. 1st STREET, CEDAR FALLS, IA
(name of party on behalf of whom record was executed).

[Signature]
Signature of notarial officer

(stamp)



BRIAN DEPREZ
Printed name of notarial officer

9-1-2020
My commission expires

Item G.2.k.

BUYER'S APPROVAL

By: _____
James P. Brown, Mayor (date)

By: _____
Jacqueline Danielsen, MMC (date)
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

Notary Public in and for the State of Iowa

My Commission Expires:

IOWA DEPARTMENT OF TRANSPORTATION

ACQUISITION PLAT

EXHIBIT "A"

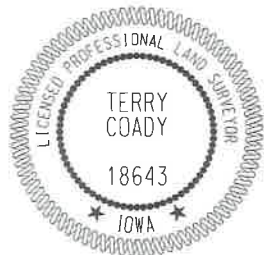
COUNTY BLACK HAWK STATE CONT NO. _____
 PROJECT NO. STP-57-2(28)-2C-07 PARCE O. 68
 SECTION 11 TOWNSHIP 89 NORTH GE 14 WEST
 ROW-FEE 391 S.F. ~~AC~~, EASE _____ AC ESS-FEE _____ AC
 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ M LINE _____ SIDE
 ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
 ACQUIRED FROM DAVID H. JOHNSON

CITY OF CEDAR FALLS, IOWA

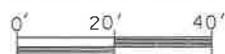


I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Terry Coady 2-18-2018
 TERRY COADY DATE:
 License number 18643
 My License Renewal Date is December 31, 2019
 Pages covered by this seal: _____
 EXHIBIT "A" ONLY



- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- FOUND IDOT ALUM. CAP (UNLESS OTHERWISE NOTED)



DATE REVISED _____

DATE DRAWN JANUARY 29, 2018

SCALE 1" = 40'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 68

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 1 OF, BLOCK 15, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 2, OF SAID BLOCK 15, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE SOUTH $89^{\circ}24'13''$ WEST ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 65.37 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 AND TO THE POINT OF BEGINNING; THENCE SOUTH $00^{\circ}10'14''$ EAST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 6.06 FEET; THENCE SOUTH $89^{\circ}35'56''$ WEST, 65.73 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH $00^{\circ}02'10''$ EAST ALONG SAID WEST LINE, 5.84 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH $89^{\circ}24'13''$ EAST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 65.71 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (391 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

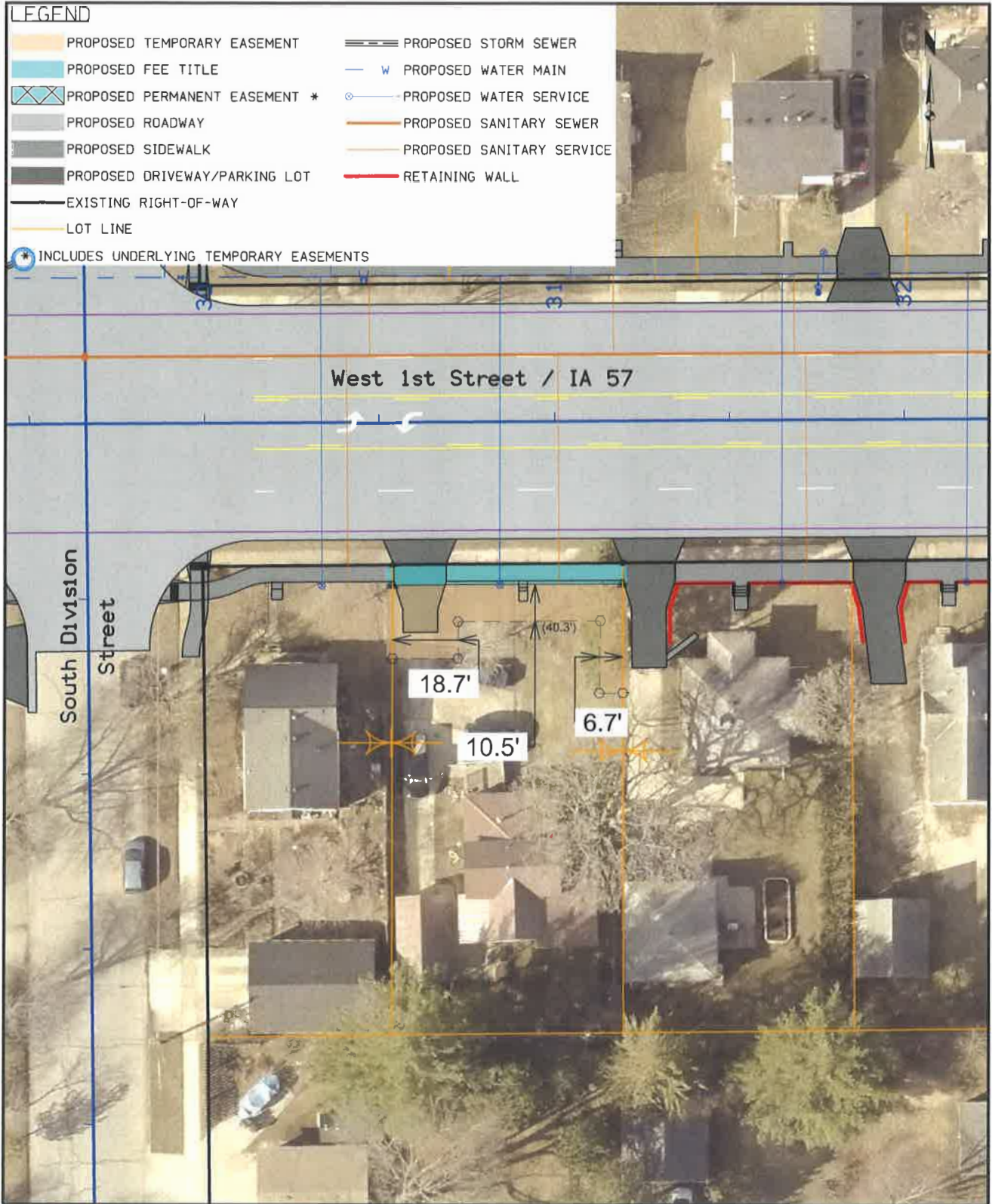
NOTE:

THE NORTH LINE OF BLOCK 15 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH $89^{\circ}24'13''$ EAST.

LEGEND

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

* INCLUDES UNDERLYING TEMPORARY EASEMENTS



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION

PARCEL 68 - DAVID H. JOHNSON

SCALE:
1" = 40'

DATE:
02/08/2018

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





DEPARTMENT OF COMMUNITY DEVELOPMENT

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

INTEROFFICE MEMORANDUM
Administration Division

TO: Mayor Brown & City Council
FROM: Stephanie Houk Sheetz, Director of Community Development
DATE: August 27, 2018
SUBJECT: Arbors Third Addition – Final Occupancy Request

The Final Plat for Arbors Third Addition (Midwest Development Co.) was approved by City Council November 20, 2017. It included a contract for completion of the remaining public improvements with a cash escrow. This allows a developer to obtain building permits. This is a typical approach in the City and is allowed by our Subdivision Code.

In June staff and the developer requested occupancy of five homes in advance of final acceptance, due to some unique construction coordination issues that supported the construction of the new elementary school.

An inspection of the public infrastructure was completed in June and the City has been working with Midwest Development to address them. The developer has a schedule to address the remaining issue of removing and replacing several deficient road panels, where significant cracking is occurring. It will take until the end of September. Final acceptance is anticipated in October, following those corrections.

At this time, approval for occupancy of three additional lots: 2703 Autumn Woods Drive, 5312 Red Oak Lane, and 2621 Maple Grove Drive is requested. This is permitted by the Subdivision Code, Section 24-54(e).



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: August 30, 2018
SUBJECT: FY17-18 Community Development Block Grant and HOME Programs Consolidated Annual Performance and Evaluation Report (CAPER)

The Community Development Department would like to request that a public hearing be scheduled for Monday, September 17, 2018 regarding the above referenced project. The report contains the progress made on Community Development Block Grant funded activities from July 1, 2017 through June 30, 2018. The CAPER is available for public review at the City Clerk's office.

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

Xc: Stephanie Sheetz, Community Development Director
Karen Howard, Planning & Community Services Manager

Daily Invoices for Council Meeting 09/04/18

PREPARED 08/30/2018, 11:52:27
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 1
 ACCOUNTING PERIOD 02/2019

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1028-441.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)				
300		02/19 AP		08/21/18	0391527	ROEDING, LISA RMB:MILEAGE-IA-DOT TRNG. AMES	97.01			08/27/18
ACCOUNT TOTAL							97.01	0.00	97.01	
101-1028-441.83-06						TRANSPORTATION&EDUCATION / EDUCATION				
249		02/19 AP		08/17/18	0391516	SKILLPATH SEMINARS REG:FMLA COMPL.SEM.-KELLY WATERLOO	199.00			08/21/18
ACCOUNT TOTAL							199.00	0.00	199.00	
101-1048-441.83-06						TRANSPORTATION&EDUCATION / EDUCATION				
300		02/19 AP		08/17/18	0391529	SKILLPATH SEMINARS REG:FMLA COMPL.SEM.-SOLE WATERLOO	199.00			08/27/18
ACCOUNT TOTAL							199.00	0.00	199.00	
101-1118-441.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)				
316		02/19 AP		06/28/18	0391533	GAINES, RON RMB:MILEAGE-3/29-6/28/18	125.35			08/29/18
316		02/19 AP		04/12/18	0391533	GAINES, RON RMB:PARKING-WELLS FARGO DES MOINES	8.00			08/29/18
ACCOUNT TOTAL							133.35	0.00	133.35	
101-1199-441.89-14						MISCELLANEOUS SERVICES / REFUNDS				
234		02/19 AP		07/10/18	0391506	MAGEE CONSTRUCTION COMPANY REFUND-ROOFING PERMIT 3006 WELLINGTON;#18-2964	149.20			08/17/18
ACCOUNT TOTAL							149.20	0.00	149.20	
101-2205-432.83-06						TRANSPORTATION&EDUCATION / EDUCATION				
285		02/19 AP		08/22/18	0391521	IOWA ECONOMIC DEVELOPMENT AUT REG:DOWNTOWN CONF.-SHEETZ WATERLOO	175.00			08/23/18
ACCOUNT TOTAL							175.00	0.00	175.00	
101-2225-432.81-44						PROFESSIONAL SERVICES / USGS RIVER GAUGE				
234		02/19 AP		08/01/18	0391500	CENTURYLINK CEDAR RIVER GAUGE-JUL'18	40.84			08/17/18
ACCOUNT TOTAL							40.84	0.00	40.84	

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Item H.

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-2245-442.81-01						PROFESSIONAL SERVICES / PROFESSIONAL SERVICES				
234		02/19 AP		07/12/18	0391504	HOWARD, KAREN	1,750.00			08/17/18
						RMB:MOVING EXPENSES \$3000 MAX.-REMAINING BAL.				
						ACCOUNT TOTAL	1,750.00	.00	1,750.00	
101-2245-442.89-79						MISCELLANEOUS SERVICES / SINGLE FAM CONV INCENTIVE				
300		02/19 AP		08/24/18	0391530	STEPHANIE L. SAAK	5,000.00			08/27/18
						1/2 DNPMT.RENT.CONV.INCNT 1509 FRANKLIN STREET				
						ACCOUNT TOTAL	5,000.00	.00	5,000.00	
101-4511-414.85-01						UTILITIES / UTILITIES				
234		02/19 AP		08/01/18	0391498	CEDAR FALLS UTILITIES	1,376.21			08/17/18
						UTILITIES THRU 08/01/18				
						ACCOUNT TOTAL	1,376.21	.00	1,376.21	
101-5521-415.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
234		02/19 AP		08/01/18	0391498	CEDAR FALLS UTILITIES	55.86			08/17/18
						UTILITIES THRU 08/01/18				
						ACCOUNT TOTAL	55.86	.00	55.86	
101-5521-415.72-20						OPERATING SUPPLIES / OFFICERS EQUIPMENT				
249		02/19 AP		08/10/18	0391511	HERNANDEZ, KEVIN	36.55			08/21/18
						RMB:OPT.EQUIP.-CUFF CASE AMAZON.COM				
234		02/19 AP		08/06/18	0391501	CREIGHTON, RASDASHEIN JOVAN	15.97			08/17/18
						RMB:OPT.EQUIP-TOURN.POUCH AMAZON.COM-#18-048111				
234		02/19 AP		07/23/18	0391505	LADAGE, ZACH	136.75			08/17/18
						RMB:OPT.EQUIP-POUCHES + TACTICAL TAILOR				
						ACCOUNT TOTAL	189.27	.00	189.27	
101-5521-415.72-33						OPERATING SUPPLIES / POLICE AUXILIARY PROGRAM				
249		02/19 AP		08/15/18	0391512	JAEGER, DAN	16.05			08/21/18
						RMB:UNIFORM ALLOWANCE-POC CRAFT-COCHRAN INC				
249		02/19 AP		08/09/18	0391508	BUCK, MATT	28.96			08/21/18
						RMB:EQUIPMENT-TOURNIQUET AMAZON.COM				
						ACCOUNT TOTAL	45.01	.00	45.01	
101-5521-415.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)				
249		02/19 AP		08/10/18	0391514	MCNAMARA, SHEA	733.95			08/21/18

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) continued										
316				02/19 AP 08/10/18	0391536	SCHWAN, KENDALL RMB:TRAVEL-FIREARMS INST. JOHNSTON	606.77			08/29/18
ACCOUNT TOTAL							1,340.72	.00	1,340.72	
101-5521-415.86-05 REPAIR & MAINTENANCE / EQUIPMENT REPAIRS										
234				02/19 AP 08/01/18	0391498	CEDAR FALLS UTILITIES UTILITIES THRU 08/01/18	96.53			08/17/18
ACCOUNT TOTAL							96.53	.00	96.53	
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE										
249				02/19 AP 08/17/18	0391509	FERGUSON, CLINTON RMB:UNIFORM ALLOWANCE AMAZON.COM	54.84			08/21/18
249				02/19 AP 08/11/18	0391515	SCHWAN, KENDALL RMB:UNIFORM ALLOWANCE US ELITE GEAR	141.95			08/21/18
249				02/19 AP 08/11/18	0391510	HAISET, MICHAEL RMB:UNIFORM ALLOWANCE NIKE OUTLET	158.98			08/21/18
234				02/19 AP 08/08/18	0391503	HAISET, MICHAEL RMB:UNIFORM ALLOWANCE CRAFT-COCHRAN INC.	18.19			08/17/18
234				02/19 AP 08/06/18	0391501	CREIGHTON, RASDASHEIN JOVAN RMB:UNIFORM ALLOWANCE AMAZON.COM	59.95			08/17/18
ACCOUNT TOTAL							433.91	.00	433.91	
101-7703-423.88-17 OUTSIDE AGENCIES / CEDAR FALLS BAND										
234				02/19 AP 08/16/18	0391497	CEDAR FALLS MUNICIPAL BAND PROPERTY TAX PAYMENT	.49			08/17/18
ACCOUNT TOTAL							.49	.00	.49	
101-7713-433.85-01 UTILITIES / UTILITIES										
234				02/19 AP 08/01/18	0391498	CEDAR FALLS UTILITIES UTILITIES THRU 08/01/18	162.48			08/17/18
ACCOUNT TOTAL							162.48	.00	162.48	
101-7716-446.85-01 UTILITIES / UTILITIES										
234				02/19 AP 08/01/18	0391498	CEDAR FALLS UTILITIES UTILITIES THRU 08/01/18	6,919.60			08/17/18
ACCOUNT TOTAL							6,919.60	.00	6,919.60	

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-7723-423.85-01						UTILITIES / UTILITIES				
234		02/19 AP		08/01/18	0391498	CEDAR FALLS UTILITIES	35.59			08/17/18
						UTILITIES THRU 08/01/18				
						ACCOUNT TOTAL	35.59	.00	35.59	
101-7733-423.85-01 UTILITIES / UTILITIES										
234		02/19 AP		08/01/18	0391498	CEDAR FALLS UTILITIES	1,091.16			08/17/18
						UTILITIES THRU 08/01/18				
						ACCOUNT TOTAL	1,091.16	.00	1,091.16	
101-7753-423.85-01 UTILITIES / UTILITIES										
234		02/19 AP		08/01/18	0391498	CEDAR FALLS UTILITIES	6,240.45			08/17/18
						UTILITIES THRU 08/01/18				
						ACCOUNT TOTAL	6,240.45	.00	6,240.45	
101-7753-423.85-05 UTILITIES / POOL UTILITIES										
234		02/19 AP		08/01/18	0391498	CEDAR FALLS UTILITIES	16,692.21			08/17/18
						UTILITIES THRU 08/01/18				
						ACCOUNT TOTAL	16,692.21	.00	16,692.21	
101-7780-423.85-01 UTILITIES / UTILITIES										
234		02/19 AP		08/01/18	0391498	CEDAR FALLS UTILITIES	851.42			08/17/18
						UTILITIES THRU 08/01/18				
						ACCOUNT TOTAL	851.42	.00	851.42	
						FUND TOTAL	43,274.31	.00	43,274.31	
FUND 203 TAX INCREMENT FINANCING										
FUND 206 STREET CONSTRUCTION FUND										
206-7737-436.85-01						UTILITIES / UTILITIES				
234		02/19 AP		08/01/18	0391498	CEDAR FALLS UTILITIES	1,817.33			08/17/18
						UTILITIES THRU 08/01/18				
						ACCOUNT TOTAL	1,817.33	.00	1,817.33	
206-7747-436.85-01 UTILITIES / UTILITIES										
234		02/19 AP		08/01/18	0391498	CEDAR FALLS UTILITIES	1,380.47			08/17/18
						UTILITIES THRU 08/01/18				

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GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 206 STREET CONSTRUCTION FUND										
206-7747-436.85-01 UTILITIES / UTILITIES										
							continued			
ACCOUNT TOTAL							1,380.47	.00	1,380.47	
FUND TOTAL							3,197.80	.00	3,197.80	
FUND 215 HOSPITAL FUND										
FUND 216 POLICE BLOCK GRANT FUND										
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED										
300		02/19 AP	08/11/18	0035199		VILLAGE I AT NINE23 APARTMENT	247.00		08/27/18	
AUG.PRORATED HAP-W.SMITH										
316		02/19 AP	08/10/18	0035200		BARTELT RENTALS L.C.	338.00		08/29/18	
AUG.PRORATED HAP-MCMORRIS										
300		02/19 AP	08/09/18	0035198		EPM IOWA	515.00		08/27/18	
AUG.PRORATED HAP-M.SAUER										
313		02/19 AP	07/01/18	0035115		SMITH, LOUIS R.		515.00	08/28/18	
VOID-DUPLICATE CHECK										
313		02/19 AP	06/01/18	0034985		COOK CO.HOUSING AUTHORITY		768.00	08/28/18	
VOID-CHECK LOST										
HAP Goldstein K 062018										
ACCOUNT TOTAL							1,100.00	1,283.00	183.00-	
217-2214-432.89-65 MISCELLANEOUS SERVICES / ADMIN FEE DUE OTHERS										
313		02/19 AP	06/01/18	0034985		COOK CO.HOUSING AUTHORITY		42.76	08/28/18	
VOID-CHECK LOST										
AF Goldstein K 062018										
ACCOUNT TOTAL							.00	42.76	42.76-	
FUND TOTAL							1,100.00	1,325.76	225.76-	
FUND 223 COMMUNITY BLOCK GRANT										
223-2234-432.89-50 MISCELLANEOUS SERVICES / HOUSING REHAB.										
234		02/19 AP	08/16/18	0004456		BERGEN PLUMBING, HEATING & CO	1,055.00		08/17/18	
EMERG.REHAB.-424 W.9TH ST										
ACCOUNT TOTAL							1,055.00	.00	1,055.00	
FUND TOTAL							1,055.00	.00	1,055.00	

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 224 TRUST & AGENCY										
FUND 242 STREET REPAIR FUND										
FUND 254 CABLE TV FUND										
254-1088-431.89-18						MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING				
300		02/19 AP		08/24/18	0391528	SIMPSON, MARK	50.00			08/27/18
						ANNOUNCER				
285		02/19 AP		08/21/18	0391525	SIMPSON, MARK	120.00			08/23/18
						ANNOUNCER				
PROJECT#:		759								
285		02/19 AP		08/21/18	0391522	LONGNECKER, JEREMIAH	100.00			08/23/18
						ANNOUNCER				
PROJECT#:		759								
285		02/19 AP		08/21/18	0391519	DEWITT, JASON	85.00			08/23/18
						CAMERA OPERATOR				
PROJECT#:		759								
						ACCOUNT TOTAL	355.00	.00	355.00	
						FUND TOTAL	355.00	.00	355.00	
FUND 258 PARKING FUND										
258-5531-435.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE				
234		02/19 AP		08/01/18	0391498	CEDAR FALLS UTILITIES	15.09			08/17/18
						UTILITIES THRU 08/01/18				
						ACCOUNT TOTAL	15.09	.00	15.09	
						FUND TOTAL	15.09	.00	15.09	
FUND 261 TOURISM & VISITORS										
261-7791-423.85-01						UTILITIES / UTILITIES				
234		02/19 AP		08/01/18	0391498	CEDAR FALLS UTILITIES	628.33			08/17/18
						UTILITIES THRU 08/01/18				
						ACCOUNT TOTAL	628.33	.00	628.33	
261-7791-423.88-43						OUTSIDE AGENCIES / COMMUNITY BETTERMENT GRTS				
285		02/19 AP		08/02/18	0391523	P & K MIDWEST, INC.	2,555.38			08/23/18
						GRANT:GEORGE WYTH FY19				
						JD TRACTOR-REISSUE 128778				
						ACCOUNT TOTAL	2,555.38	.00	2,555.38	
						FUND TOTAL	3,183.71	.00	3,183.71	

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 262 SENIOR SERVICES & COMM CT									
262-1092-423.85-01 UTILITIES / UTILITIES									
234		02/19 AP		08/01/18	0391498	CEDAR FALLS UTILITIES	84.35		08/17/18
						UTILITIES THRU 08/01/18			
						ACCOUNT TOTAL	84.35	.00	84.35
						FUND TOTAL	84.35	.00	84.35
FUND 291 POLICE FORFEITURE FUND									
FUND 292 POLICE RETIREMENT FUND									
FUND 293 FIRE RETIREMENT FUND									
FUND 294 LIBRARY RESERVE									
FUND 295 SOFTBALL PLAYER CAPITAL									
FUND 296 GOLF CAPITAL									
FUND 297 REC FACILITIES CAPITAL									
FUND 298 HEARST CAPITAL									
FUND 311 DEBT SERVICE FUND									
FUND 402 WASHINGTON PARK FUND									
FUND 404 FEMA									
FUND 405 FLOOD RESERVE FUND									
FUND 407 VISION IOWA PROJECT									
FUND 408 STREET IMPROVEMENT FUND									
FUND 430 2004 TIF BOND									
FUND 431 2014 BOND									
FUND 432 2003 BOND									
FUND 433 2001 TIF									
FUND 434 2000 BOND									
FUND 435 1999 TIF									
FUND 436 2012 BOND									
FUND 437 2018 BOND									
FUND 438 2006 BOND FUND									
FUND 439 2008 BOND FUND									
FUND 443 CAPITAL PROJECTS									
443-1220-431.92-90						STRUCTURE IMPROV & BLDGS / CENTER ST SIDEWLK & DRAIN			
316		02/19 AP		08/28/18	0391535	PENNY MAC LOAN SERVICES, LLC	343.00		08/29/18
						3107-CENTER ST.REC.TRAIL			
						PROJECT#: 023107			
229		01/19 AP		07/20/18	0319395	BLACK HAWK CO.RECORDER		22.00	08/16/18
						ADD PROJECT CODE			
						3107-CENTER ST.REC.TRAIL			
229		01/19 AP		07/20/18	0319395	BLACK HAWK CO.RECORDER	22.00		08/16/18
						3107-CENTER ST.REC.TRAIL			
						WARRANTY DEED-LARKIN			
						PROJECT#: 023107			
						ACCOUNT TOTAL	365.00	22.00	343.00
443-1220-431.94-33 CAPITAL PROJECTS / PROPERTY ACQUISITION									
234		02/19 AP		08/01/18	0391498	CEDAR FALLS UTILITIES	78.74		08/17/18

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GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 443 CAPITAL PROJECTS										
443-1220-431.94-33 CAPITAL PROJECTS / PROPERTY ACQUISITION UTILITIES THRU 08/01/18						continued				
ACCOUNT TOTAL							78.74	.00	78.74	
FUND TOTAL							443.74	22.00	421.74	
FUND 472 PARKADE RENOVATION										
FUND 473 SIDEWALK ASSESSMENT										
FUND 483 ECONOMIC DEVELOPMENT										
FUND 484 ECONOMIC DEVELOPMENT LAND										
FUND 541 2018 STORM WATER BONDS										
FUND 544 2008 SEWER BONDS										
FUND 545 2006 SEWER BONDS										
FUND 546 SEWER IMPROVEMENT FUND										
FUND 547 SEWER RESERVE FUND										
FUND 548 1997 SEWER BOND FUND										
FUND 549 1992 SEWER BOND FUND										
FUND 550 2000 SEWER BOND FUND										
FUND 551 REFUSE FUND										
551-7785-436.85-01 UTILITIES / UTILITIES										
234		02/19 AP		08/01/18	0391498	CEDAR FALLS UTILITIES	2,547.62			08/17/18
UTILITIES THRU 08/01/18										
ACCOUNT TOTAL							2,547.62	.00	2,547.62	
551-7785-436.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING										
234		02/19 AP		08/01/18	0391498	CEDAR FALLS UTILITIES	5,366.67			08/17/18
UTILITIES THRU 08/01/18										
ACCOUNT TOTAL							5,366.67	.00	5,366.67	
551-7785-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN										
285		02/19 AP		08/15/18	0391518	BLACK HAWK CO.LANDFILL	20,903.84			08/23/18
LANDFILL SRV:8/1-8/15/18										
ACCOUNT TOTAL							20,903.84	.00	20,903.84	
FUND TOTAL							28,818.13	.00	28,818.13	

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 552 SEWER RENTAL FUND										
552-2265-436.85-01 UTILITIES / UTILITIES										
234		02/19 AP		08/01/18	0391498	CEDAR FALLS UTILITIES	13,484.13			08/17/18
						UTILITIES THRU 08/01/18				
						ACCOUNT TOTAL	13,484.13	.00	13,484.13	
552-2265-436.86-33 REPAIR & MAINTENANCE / SLUDGE REMOVAL										
285		02/19 AP		08/15/18	0391518	BLACK HAWK CO.LANDFILL	112.30			08/23/18
						LANDFILL SRV:8/1-8/15/18				
						ACCOUNT TOTAL	112.30	.00	112.30	
552-2265-436.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING										
234		02/19 AP		08/01/18	0391498	CEDAR FALLS UTILITIES	5,366.67			08/17/18
						UTILITIES THRU 08/01/18				
						ACCOUNT TOTAL	5,366.67	.00	5,366.67	
552-7755-436.85-01 UTILITIES / UTILITIES										
234		02/19 AP		08/01/18	0391498	CEDAR FALLS UTILITIES	6,466.88			08/17/18
						UTILITIES THRU 08/01/18				
						ACCOUNT TOTAL	6,466.88	.00	6,466.88	
						FUND TOTAL	25,429.98	.00	25,429.98	
FUND 553 2004 SEWER BOND										
FUND 555 STORM WATER UTILITY										
555-2230-432.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING										
234		02/19 AP		08/01/18	0391498	CEDAR FALLS UTILITIES	5,366.67			08/17/18
						UTILITIES THRU 08/01/18				
						ACCOUNT TOTAL	5,366.67	.00	5,366.67	
						FUND TOTAL	5,366.67	.00	5,366.67	
FUND 570 SEWER ASSESSMENT										
FUND 606 DATA PROCESSING FUND										
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT										
234		02/19 AP		08/06/18	0391507	U.S. CELLULAR	45.71			08/17/18
						CELL PHONE:8/6-9/5/18				
285		02/19 AP		08/06/18	0391526	U.S. CELLULAR	2,811.53			08/23/18
						WIRELESS SRV:8/6-9/5/18				

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 606 DATA PROCESSING FUND										
606-1078-441.82-10						COMMUNICATION / TELEPHONE HOLDING ACCOUNT				
285		02/19 AP		07/06/18	0391526	U.S. CELLULAR		750.79		08/23/18
						WIRELESS SRV:7/6-8/5/18				
						ACCOUNT TOTAL	2,857.24	750.79		2,106.45
606-1078-441.82-30 COMMUNICATION / FIBER OPTICS										
234		02/19 AP		08/10/18	0391499	CEDAR FALLS UTILITIES	3,320.00			08/17/18
						FIBER POINT:7/11-8/10/18				
						ACCOUNT TOTAL	3,320.00	.00		3,320.00
						FUND TOTAL	6,177.24	750.79		5,426.45
FUND 680 HEALTH INSURANCE FUND										
FUND 681 HEALTH SEVERANCE										
FUND 682 HEALTH INSURANCE - FIRE										
FUND 685 VEHICLE MAINTENANCE FUND										
685-7798-446.93-01						EQUIPMENT / EQUIPMENT				
285		02/19 AP		07/23/18	0391524	P & K MIDWEST, INC.	16,698.00			08/23/18
						MOWER W/72"DECK FAPW03178				
						ACCOUNT TOTAL	16,698.00	.00		16,698.00
						FUND TOTAL	16,698.00	.00		16,698.00
FUND 686 PAYROLL FUND										
686-0000-222.05-00						PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE				
317		02/19 AP		08/29/18	0391531	ADVANTAGE ADMINISTRATORS	7,249.70			08/29/18
						CAFETERIA PLAN:08/31/18				
317		02/19 AP		08/29/18	0391534	IOWA DISTRICT COURT	8.77			08/29/18
						WAGE ASSIGNMT.#SRCR221682				
						ACCOUNT TOTAL	7,258.47	.00		7,258.47
						FUND TOTAL	7,258.47	.00		7,258.47
FUND 687 WORKERS COMPENSATION FUND										
687-1902-457.51-02						INSURANCE / WORKERS COMP INSURANCE				
316		02/19 AP		08/27/18	0391532	GAEDE, KATHY	273.46			08/29/18
						PPD:08/20-08/27/18				
285		02/19 AP		08/20/18	0391520	GAEDE, KATHY	273.46			08/23/18
						PPD:08/13-08/20/18				

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 687 WORKERS COMPENSATION FUND									
687-1902-457.51-02 INSURANCE / WORKERS COMP INSURANCE									
							continued		
ACCOUNT TOTAL							546.92	.00	546.92
FUND TOTAL							546.92	.00	546.92
FUND 688 LTD INSURANCE FUND									
688-1902-457.51-03 INSURANCE / LTD INSURANCE									
249		02/19 AP		08/01/18	0391513	MADISON NATIONAL LIFE INS.CO. LTD - AUGUST 2018	3,360.16		08/21/18
ACCOUNT TOTAL							3,360.16	.00	3,360.16
688-1902-457.51-04 INSURANCE / LIFE INSURANCE									
249		02/19 AP		08/01/18	0391517	STANDARD INSURANCE COMPANY GROUP LIFE AD/D-AUG'18	3,121.34		08/21/18
ACCOUNT TOTAL							3,121.34	.00	3,121.34
FUND TOTAL							6,481.50	.00	6,481.50
FUND 689 LIABILITY INSURANCE FUND									
689-1902-457.51-05 INSURANCE / LIABILITY INSURANCE									
316		02/19 AP		07/27/18	0391537	SHANNON OSTRICH LIAB:S.OSTRICH SETTLEMENT	2,624.92		08/29/18
ACCOUNT TOTAL							2,624.92	.00	2,624.92
FUND TOTAL							2,624.92	.00	2,624.92
FUND 724 TRUST & AGENCY									
724-0000-487.50-01 TRANSFERS OUT / TRANSFERS TO GENERAL FUND									
234		02/19 AP		08/16/18	0391502	GENERAL FUND PROPERTY TAX PAYMENT	27.19		08/17/18
ACCOUNT TOTAL							27.19	.00	27.19
FUND TOTAL							27.19	.00	27.19

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PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

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ACCOUNTING PERIOD 02/2019

GROUP	PO	ACCTG	---TRANSACTION---						CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 727		GREENWOOD				CEMETERY P-CARE			
FUND 728		FAIRVIEW				CEMETERY P-CARE			
FUND 729		HILLSIDE				CEMETERY P-CARE			
FUND 790		FLOOD LEVY							
GRAND TOTAL							152,138.02	2,098.55	150,039.47

Council Invoices for Council Meeting 09/04/18

PREPARED 08/30/2018, 11:47:42
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

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 ACCOUNTING PERIOD 02/2019

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1008-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
	303			03/19	AP 08/24/18 00000000	ADVANCED BUSINESS SYSTEMS, IN	34.95			08/30/18
						POSTAGE METER TAPES				
	284			03/19	AP 08/21/18 00000000	ADVANCED BUSINESS SYSTEMS, IN	176.00			08/30/18
						POSTAGE METER INK				
	284			03/19	AP 08/20/18 00000000	ADVANCED BUSINESS SYSTEMS, IN	173.50			08/30/18
						POSTAGE METER INK				
						ACCOUNT TOTAL	384.45	.00	384.45	
101-1008-441.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
	284			03/19	AP 09/01/18 00000000	ADVANCED BUSINESS SYSTEMS, IN	800.00			08/30/18
						ANNUAL MTC AGRMNT-POSTAGE MACHINE 10/11/18-10/10/19				
						ACCOUNT TOTAL	800.00	.00	800.00	
101-1048-441.81-29 PROFESSIONAL SERVICES / LEGAL CONSULTANTS										
	284			03/19	AP 09/01/18 00000000	AHLERS AND COONEY, P.C.	2,500.00			08/30/18
						LEGAL SERVICES-SEPT'18				
	284			03/19	AP 09/01/18 00000000	SWISHER & COHRT, P.L.C.	2,600.00			08/30/18
						LEGAL SERVICES-SEPT'18				
	284			03/19	AP 08/10/18 00000000	SWISHER & COHRT, P.L.C.	57.00			08/30/18
						LGL:RE:MISC MATTERS 7/18/18-7/25/18				
	252			03/19	AP 08/01/18 00000000	REDFERN, MASON, LARSEN & MOORE,	988.00			08/30/18
						LGL:GREENHILL VILL.9TH AD 07/01/18-07/31/18				
						PROJECT#: 023006				
	303			03/19	AP 07/17/18 00000000	REDFERN, MASON, LARSEN & MOORE,	330.00			08/30/18
						LGL:GENERAL MATTERS 6/20/18-6/21/18				
	252			03/19	AP 07/01/18 00000000	REDFERN, MASON, LARSEN & MOORE,	456.00			08/30/18
						LGL:GREENHILL VILL.9TH AD 06/01/18-06/30/18				
						PROJECT#: 023006				
						ACCOUNT TOTAL	6,931.00	.00	6,931.00	
101-1048-441.81-30 PROFESSIONAL SERVICES / LEGAL-CODE ENFORCEMENT										
	284			03/19	AP 09/01/18 00000000	SWISHER & COHRT, P.L.C.	1,000.00			08/30/18
						LEGAL SERVICES-SEPT'18				
						ACCOUNT TOTAL	1,000.00	.00	1,000.00	
101-1199-411.32-90 COMM PROTECTION GRANTS / GRANTS - POLICE EQUIPMENT										
	295			03/19	AP 07/20/18 00000000	MIDWEST DEFENSE SOLUTIONS	358.00			08/30/18
						1 BALLISTIC VEST-VELASCO 50% REIMBURSED BY GRANT				
						ACCOUNT TOTAL	358.00	.00	358.00	

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Item H.

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1199-441.72-19						OPERATING SUPPLIES / PRINTING				
303		03/19 AP		08/17/18	0000000	COURIER LEGAL COMMUNICATIONS	675.18		08/30/18	
		8/6/18 CC				MTG.MIN/BILLS				
284		03/19 AP		08/10/18	0000000	COURIER LEGAL COMMUNICATIONS	21.13		08/30/18	
		PH NTC-LIBRARY				REMODEL				
284		03/19 AP		08/10/18	0000000	COURIER LEGAL COMMUNICATIONS	18.18		08/30/18	
		PH NTC-2018				SEAL COAT				
						ACCOUNT TOTAL	714.49	.00	714.49	
101-2225-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
252		03/19 AP		08/20/18	0000000	PARKADE PRINTER, INC.	94.43		08/30/18	
						#10 NON-WINDOW ENVELOPES				
						ACCOUNT TOTAL	94.43	.00	94.43	
101-2225-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
252		03/19 AP		08/07/18	0000000	AECOM TECHNICAL SERVICES, INC	6,800.15		08/30/18	
		3139-2017				SURVEY SERVICES				
						07/07/18-08/03/18				
PROJECT#:						023139				
252		03/19 AP		07/31/18	0000000	CLAPSADDLE-GARBER ASSOCIATES,	4,540.95		08/30/18	
						1904-GATEWAY BUS. PARK'18				
PROJECT#:						021904				
252		03/19 AP		07/31/18	0000000	CLAPSADDLE-GARBER ASSOCIATES,	804.25		08/30/18	
						3121-AUTUMN RIDGE 8TH AD.				
PROJECT#:						023121				
252		03/19 AP		07/31/18	0000000	CLAPSADDLE-GARBER ASSOCIATES,	928.25		08/30/18	
						3138-SANDS ADDITION				
PROJECT#:						023138				
						ACCOUNT TOTAL	13,073.60	.00	13,073.60	
101-2225-432.81-44 PROFESSIONAL SERVICES / USGS RIVER GAUGE										
252		03/19 AP		08/20/18	0000000	MIDAMERICAN ENERGY	10.21		08/30/18	
						FINCHFORD RIVER GAUGE				
						07/20/18-8/20/18				
						ACCOUNT TOTAL	10.21	.00	10.21	
101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
252		03/19 AP		08/20/18	0000000	PARKADE PRINTER, INC.	94.44		08/30/18	
						#10 NON-WINDOW ENVELOPES				
						ACCOUNT TOTAL	94.44	.00	94.44	
101-2235-412.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-2235-412.72-60						OPERATING SUPPLIES / SAFETY SUPPLIES			
310		03/19 AP		08/06/18	0000000	WERTJES UNIFORMS	149.00		08/30/18
						SAFETY BOOTS-J. HENDERSON PO #56265			
						ACCOUNT TOTAL	149.00	.00	149.00
continued									
101-2245-442.72-19						OPERATING SUPPLIES / PRINTING			
303		03/19 AP		08/15/18	0000000	COURIER LEGAL COMMUNICATIONS	24.08		08/30/18
						PZ NTC-REZONING PARK RIDG			
						ACCOUNT TOTAL	24.08	.00	24.08
101-2245-442.83-06						TRANSPORTATION&EDUCATION / EDUCATION			
252		03/19 AP		08/07/18	0000000	RIVER ACTION	165.00		08/30/18
						REG:UPP.MISS.RIVER-STURCH MOLINE, IL			
						ACCOUNT TOTAL	165.00	.00	165.00
101-4511-414.72-02						OPERATING SUPPLIES / LAUNDRY			
294		03/19 AP		08/20/18	0000000	ARAMARK	5.70		08/30/18
						MOPS;TOWELS-STATION #1			
						ACCOUNT TOTAL	5.70	.00	5.70
101-4511-414.72-04						OPERATING SUPPLIES / SCBA SUPPLIES			
294		03/19 AP		08/14/18	0000000	SANDRY FIRE SUPPLY, L.L.C.	20.00		08/30/18
						SCBA FACEPIECE TESTING			
						ACCOUNT TOTAL	20.00	.00	20.00
101-4511-414.73-10						OTHER SUPPLIES / HEADQUARTER SUPPLIES			
294		03/19 AP		08/21/18	0000000	O'DONNELL ACE HARDWARE	39.98		08/30/18
						PROPANE TANKS			
294		03/19 AP		08/21/18	0000000	O'DONNELL ACE HARDWARE		20.07	08/30/18
						FLAMESTOPPER-FIRE CAULK			
294		03/19 AP		08/20/18	0000000	BENTON BUILDING CENTER	16.87		08/30/18
						FIRE CAULK			
294		03/19 AP		08/20/18	0000000	O'DONNELL ACE HARDWARE	20.07		08/30/18
						FLAMESTOPPER-FIRE CAULK			
						ACCOUNT TOTAL	76.92	20.07	56.85
101-4511-414.83-06						TRANSPORTATION&EDUCATION / EDUCATION			
294		03/19 AP		08/24/18	0000000	O'DONNELL ACE HARDWARE	3.99		08/30/18

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-4511-414.83-06 TRANSPORTATION&EDUCATION / EDUCATION						continued				
						PROPANE CYLINDER-TRNG.				
294		03/19 AP		08/22/18	0000000	IOWA STATE UNIV-TREASURER	100.00		08/30/18	
						1 CERT.FEE-FF1 & HAZMAT				
						DUSANKA DEVIC				
294		03/19 AP		08/21/18	0000000	O'DONNELL ACE HARDWARE	5.99		08/30/18	
						SCREWS-TRAINING SUPPLIES				
						ACCOUNT TOTAL	109.98	.00	109.98	
101-4511-414.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
294		03/19 AP		08/20/18	0000000	ARNOLD MOTOR SUPPLY	3.22		08/30/18	
						MOTOR OIL				
294		03/19 AP		08/17/18	0000000	PROSHIELD FIRE & SECURITY	1,023.00		08/30/18	
						ANN.EXT.INSF./RECHARGE				
						ACCOUNT TOTAL	1,026.22	.00	1,026.22	
101-4511-414.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE										
294		03/19 AP		08/08/18	0000000	FELD EQUIPMENT CO., ED M.	543.00		08/30/18	
						BOOTS-EICHELBERGER/FARMER				
						2 YEARS				
						ACCOUNT TOTAL	543.00	.00	543.00	
101-4511-414.93-01 EQUIPMENT / EQUIPMENT										
294		03/19 AP		08/22/18	0000000	SANDRY FIRE SUPPLY, L.L.C.	245.96		08/30/18	
						FIRE RADIO-MIC KEEPERS				
294		03/19 AP		08/20/18	0000000	SANDRY FIRE SUPPLY, L.L.C.	235.34		08/30/18	
						FIRE RADIO-MIC KEEPERS				
						SUPER PASS II EXTRA KEYS				
294		03/19 AP		08/14/18	0000000	SANDRY FIRE SUPPLY, L.L.C.	126.52		08/30/18	
						FIRE RADIO-MIC KEEPERS				
294		03/19 AP		08/13/18	0000000	SANDRY FIRE SUPPLY, L.L.C.	826.63		08/30/18	
						REPL. ALUM. LADDER-503				
						LOSS-NORDIC RIDGE FIRE				
						ACCOUNT TOTAL	1,434.45	.00	1,434.45	
101-5521-415.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES										
295		03/19 AP		08/09/18	0000000	PROFESSIONAL LAWN CARE, LLC	142.50		08/30/18	
						CODE ENF.-2208 COVENTRY				
						MOWING				
295		03/19 AP		08/09/18	0000000	PROFESSIONAL LAWN CARE, LLC	546.25		08/30/18	
						CODE ENF.-1628 BELLE AVE.				
						MOWING & TREE TRIMMING				
295		03/19 AP		08/09/18	0000000	PROFESSIONAL LAWN CARE, LLC	783.75		08/30/18	
						CODE ENF.-2013 MAPLEWOOD				
						MOWING & TREE REMOVAL				
						ACCOUNT TOTAL	1,472.50	.00	1,472.50	

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-5521-415.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
295		03/19 AP		08/17/18	0000000	IOWA SPORTS SUPPLY, INC.	12.00		08/30/18	
						PLAQUES-CREIGHTON/BUCK				
295		03/19 AP		08/17/18	0000000	IOWA SPORTS SUPPLY, INC.	42.50		08/30/18	
						PLAQUE-DAN CLARK				
						RESERVE & OFFICER OF YEAR				
						ACCOUNT TOTAL	54.50	.00	54.50	
101-5521-415.72-08						OPERATING SUPPLIES / CAMERA & PHOTO EQUIPMENT				
295		03/19 AP		08/02/18	0000000	SIRCHIE FINGER PRINT LAB, INC.	499.75		08/30/18	
						CARBON FILTER-CYANOSAFE				
						ACCOUNT TOTAL	499.75	.00	499.75	
101-5521-415.72-20						OPERATING SUPPLIES / OFFICERS EQUIPMENT				
295		03/19 AP		07/20/18	0000000	MIDWEST DEFENSE SOLUTIONS	358.00		08/30/18	
						1 BALLISTIC VEST-VELASCO				
						50% REIMBURSED BY GRANT				
						ACCOUNT TOTAL	358.00	.00	358.00	
101-5521-415.72-24						OPERATING SUPPLIES / AMMUNITION				
295		03/19 AP		08/13/18	0000000	ULTRAMAX AMMUNITION	1,284.00		08/30/18	
						9 MM DUTY AMMO.-80 BOXES				
						FP9HST2-P FED 9 147 HST				
						ACCOUNT TOTAL	1,284.00	.00	1,284.00	
101-5521-415.72-99						OPERATING SUPPLIES / POSTAGE				
295		03/19 AP		08/15/18	0000000	FEDERAL EXPRESS	13.51		08/30/18	
						SHIP TO INTOXIMETERS				
						RETURN PBT FOR REPAIR				
295		03/19 AP		08/15/18	0000000	FEDERAL EXPRESS	18.16		08/30/18	
						SHIP-STROHMAN ENTERPRISE				
						RETURN MIRT RIFLE OPTICS				
295		03/19 AP		08/15/18	0000000	FEDERAL EXPRESS	14.54		08/30/18	
						SHIP TO TRIJICON INC.				
						RETURN MIRT RIFLE OPTICS				
295		03/19 AP		08/15/18	0000000	FEDERAL EXPRESS	14.54		08/30/18	
						SHIP TO TRIJICON INC.				
						RETURN MIRT RIFLE OPTICS				
						ACCOUNT TOTAL	60.75	.00	60.75	
101-5521-415.83-04						TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS				
295		03/19 AP		08/17/18	0000000	IOWA STATE POLICE ASSOCIATION	120.00		08/30/18	
						2018 ISPA DUES (3)				
						3 NEW HIRES				
295		03/19 AP		08/17/18	0000000	SECRETARY, STATE OF IOWA	30.00		08/30/18	
						RENEW NOTARY-GILL				
						ACCOUNT TOTAL	150.00	.00	150.00	

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-5521-415.83-06						TRANSPORTATION&EDUCATION / EDUCATION			
295				03/19 AP 08/16/18	0000000	FBI-LEEDA	650.00		08/30/18
						REG:LDRSHP.INST-D.O'NEILL			
						AURORA,IL-10/21-10/26/18			
295				03/19 AP 08/13/18	0000000	CALIBRE PRESS	329.00		08/30/18
						REG:WOMEN-COMMAND-YATES			
						WATERLOO;8/20-8/21/18			
295				03/19 AP 08/06/18	0000000	BLACK HAWK CO.SHERIFF	450.00		08/30/18
						REG:FTO SCHOOL-CREIGHTON			
						RAYMOND			
295				03/19 AP 08/06/18	0000000	BLACK HAWK CO.SHERIFF	450.00		08/30/18
						REG:FTO SCHOOL-C.BARRON			
						RAYMOND			
295				03/19 AP 08/06/18	0000000	BLACK HAWK CO.SHERIFF	450.00		08/30/18
						REG:FTO SCHOOL-JOHANNSEN			
						RAYMOND			
295				03/19 AP 08/06/18	0000000	BLACK HAWK CO.SHERIFF	450.00		08/30/18
						REG:FTO SCHOOL-ZOLONDEK			
						RAYMOND			
295				03/19 AP 08/06/18	0000000	BLACK HAWK CO.SHERIFF	450.00		08/30/18
						REG:FTO SCHOOL-FERGUSON			
						RAYMOND			
						ACCOUNT TOTAL	3,229.00	.00	3,229.00
101-5521-425.81-20						PROFESSIONAL SERVICES / HUMANE SOCIETY			
295				03/19 AP 08/07/18	0000000	WATERLOO, CITY OF	8,431.00		08/30/18
						ANIMAL CALLS;7/1-7/31/18			
						ACCOUNT TOTAL	8,431.00	.00	8,431.00
101-7713-433.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES			
283				03/19 AP 08/20/18	0000000	BLACK HAWK MEMORIAL CO.,INC.	1,224.00		08/30/18
						HEADSTONE BASE REPLACED			
283				03/19 AP 08/14/18	0000000	OLESON SOD COMPANY	28.50		08/30/18
						SOD			
283				03/19 AP 08/01/18	0000000	OLESON SOD COMPANY	15.20		08/30/18
						SOD			
239				03/19 AP 07/31/18	0000000	NAPA AUTO PARTS	71.81		08/30/18
						PARTS AND EXPENSES JULY			
						ACCOUNT TOTAL	1,339.51	.00	1,339.51
101-7716-446.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES			
305				03/19 AP 08/24/18	0000000	MARTIN BROS.DISTRIBUTING	186.87		08/30/18
						SOAP,TOWELS,TISSUE			
						PROJECT#: 062501			
305				03/19 AP 08/24/18	0000000	MARTIN BROS.DISTRIBUTING	277.43		08/30/18
						SOAP,TOWELS,TISSUE			
						PROJECT#: 062503			
305				03/19 AP 08/24/18	0000000	MARTIN BROS.DISTRIBUTING	74.08		08/30/18
						SOAP,TOWELS,TISSUE			
						PROJECT#: 062506			
305				03/19 AP 08/24/18	0000000	MARTIN BROS.DISTRIBUTING	480.00		08/30/18

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-7716-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued			
						SOAP,TOWELS, TISSUE			
PROJECT#:		062507							
305		03/19 AP		08/22/18	0000000	O'DONNELL ACE HARDWARE	3.69		08/30/18
						SHIMS			
PROJECT#:		062507							
283		03/19 AP		08/17/18	0000000	MARTIN BROS.DISTRIBUTING	128.44		08/30/18
						SOAP, TISSUE, TOWELS			
PROJECT#:		062501							
283		03/19 AP		08/17/18	0000000	MARTIN BROS.DISTRIBUTING	141.35		08/30/18
						SOAP, TISSUE, TOWELS			
PROJECT#:		062503							
283		03/19 AP		08/17/18	0000000	MARTIN BROS.DISTRIBUTING	389.94		08/30/18
						SOAP, TISSUE, TOWELS			
PROJECT#:		062507							
283		03/19 AP		08/17/18	0000000	MARTIN BROS.DISTRIBUTING	197.78		08/30/18
						DUST CLOTHS			
PROJECT#:		062506							
305		03/19 AP		08/16/18	0000000	MENARDS-CEDAR FALLS	7.58		08/30/18
						PAINT			
PROJECT#:		062507							
283		03/19 AP		08/15/18	0000000	MENARDS-CEDAR FALLS	9.76		08/30/18
						PAINT BRUSH-CAULK			
PROJECT#:		062507							
283		03/19 AP		08/15/18	0000000	MENARDS-CEDAR FALLS	5.36		08/30/18
						CEMENT PAVERS -BOOT BRUSH			
PROJECT#:		062505							
236		03/19 AP		08/10/18	0000000	JOHNSTONE SUPPLY OF WATERLOO	214.92		08/30/18
						FILTERS-FAN BELTS			
PROJECT#:		062507							
305		03/19 AP		08/09/18	0000000	VAN METER, INC.	280.29		08/30/18
						SAUNA LIGHTS			
PROJECT#:		062507							
236		03/19 AP		08/08/18	0000000	ECHO GROUP, INC.	108.60		08/30/18
						LIGHT BULBS			
PROJECT#:		062507							
239		03/19 AP		07/31/18	0000000	NAPA AUTO PARTS	1,236.41		08/30/18
						PARTS AND EXPENSES JULY			
						ACCOUNT TOTAL	3,742.50	.00	3,742.50
101-7716-446.73-06 OTHER SUPPLIES / BUILDING REPAIR									
305		03/19 AP		08/21/18	0000000	O'DONNELL ACE HARDWARE	22.66		08/30/18
						NUTS, WASHERS, TUBE EXTEND			
PROJECT#:		062507							
305		03/19 AP		08/21/18	0000000	O'DONNELL ACE HARDWARE	29.38		08/30/18
						PTRAP, EXTTUBE-PLBG REPAIR			
PROJECT#:		062507							
283		03/19 AP		08/17/18	0000000	JOHNSTONE SUPPLY OF WATERLOO	132.04		08/30/18
						AIR FILTERS			

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Item H.

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-7716-446.73-06 OTHER SUPPLIES / BUILDING REPAIR						continued			
PROJECT#:		062506							
283	03/19 AP	08/15/18	0000000			LISTER CONCRETE PRODUCTS	259.00		08/30/18
						PATIO PAVERS			
PROJECT#:		062501							
305	03/19 AP	08/15/18	0000000			ECHO GROUP, INC.	109.79		08/30/18
						GYM LIGHTS			
PROJECT#:		062507							
283	03/19 AP	08/14/18	0000000			MENARDS-CEDAR FALLS	19.66		08/30/18
						POWER WASHER TIPS-PAINT			
PROJECT#:		062507							
283	03/19 AP	08/14/18	0000000			MENARDS-CEDAR FALLS	19.98		08/30/18
						POWER STRIP-CORD COVER			
PROJECT#:		062509							
305	03/19 AP	08/14/18	0000000			PLUMB SUPPLY COMPANY, LLC	59.28		08/30/18
						VACUUM BREAKER KIT			
PROJECT#:		062506							
239	03/19 AP	08/13/18	0000000			O'DONNELL ACE HARDWARE	3.99		08/30/18
						NAILS			
PROJECT#:		062503							
236	03/19 AP	08/03/18	0000000			LAWSON PRODUCTS, INC.	97.02		08/30/18
						CABLE TO HANG LIGHTS			
PROJECT#:		062507							
ACCOUNT TOTAL							752.80	.00	752.80
101-7716-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL									
239	03/19 AP	08/10/18	0000000			PLUNKETT'S PEST CONTROL, INC	15.00		08/30/18
						PEST CONTROL			
PROJECT#:		062501							
239	03/19 AP	08/08/18	0000000			PLUNKETT'S PEST CONTROL, INC	40.00		08/30/18
						PEST CONTROL			
PROJECT#:		062515							
239	03/19 AP	08/08/18	0000000			PLUNKETT'S PEST CONTROL, INC	40.00		08/30/18
						PEST CONTROL			
PROJECT#:		062507							
ACCOUNT TOTAL							95.00	.00	95.00
101-7716-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS									
283	03/19 AP	08/15/18	0000000			ARAMARK	9.12		08/30/18
						MATS -COMMUNITY CENTER			
PROJECT#:		062508							
283	03/19 AP	08/15/18	0000000			ARAMARK	54.50		08/30/18
						MATS -LIBRARY			
PROJECT#:		062503							
236	03/19 AP	08/14/18	0000000			ARAMARK	119.00		08/30/18
						MATS PUB WORKS COMPLEX			

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-7716-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS						continued				
					PROJECT#: 062506					
	283	03/19 AP		08/14/18	0000000	ARAMARK	45.00			08/30/18
						MATS - WELCOME CENTER				
					PROJECT#: 062508					
	239	03/19 AP		08/01/18	0000000	O'KEEFE ELEVATOR COMPANY, INC	135.20			08/30/18
						ELEVATOR SERVICE				
					PROJECT#: 062501					
	239	03/19 AP		08/01/18	0000000	O'KEEFE ELEVATOR COMPANY, INC	135.20			08/30/18
						ELEVATOR SERVICE				
					PROJECT#: 062503					
	239	03/19 AP		08/01/18	0000000	O'KEEFE ELEVATOR COMPANY, INC	135.20			08/30/18
						ELEVATOR SERVICE				
					PROJECT#: 062506					
	239	03/19 AP		07/23/18	0000000	PROSHIELD FIRE & SECURITY	25.00			08/30/18
						FIRE EXTINGUISHER SERVICE				
					PROJECT#: 062505					
					ACCOUNT TOTAL		658.22	.00		658.22
101-7716-446.86-14 REPAIR & MAINTENANCE / MECH EQUIPMENT SERVICING										
	236	03/19 AP		08/03/18	0000000	AIRE SERV.OF THE CEDAR VALLEY	699.37			08/30/18
						HVAC REPAIR				
					PROJECT#: 062503					
					ACCOUNT TOTAL		699.37	.00		699.37
101-7716-446.93-01 EQUIPMENT / EQUIPMENT										
	239	03/19 AP		08/16/18	0000000	RESTORATION SERVICES, INC.	17,350.00			08/30/18
						EXTERIOR WATERPROOFING LIBRARY				
					PROJECT#: 062503					
					ACCOUNT TOTAL		17,350.00	.00		17,350.00
101-7733-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
	305	03/19 AP		08/24/18	0000000	BENTON BUILDING CENTER	5.67			08/30/18
						GLUE - ISLAND PARK BIKE RACK				
	305	03/19 AP		08/23/18	0000000	CINTAS FIRST AID & SAFETY	69.07			08/30/18
						SAFETY SUPPLIES-FIRST AID				
	283	03/19 AP		08/20/18	0000000	BENTON BUILDING CENTER	49.39			08/30/18
						SCREWS				
	283	03/19 AP		08/17/18	0000000	O'DONNELL ACE HARDWARE	13.99			08/30/18
						BATTERIES				
	239	03/19 AP		08/14/18	0000000	O'DONNELL ACE HARDWARE	6.29			08/30/18
						QUIKRETE				
	239	03/19 AP		08/13/18	0000000	O'DONNELL ACE HARDWARE	1.00			08/30/18
						LIGHTER				

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-7733-423.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES	continued		
239		03/19 AP		08/13/18	0000000	O'DONNELL ACE HARDWARE	14.08		08/30/18
283		03/19 AP		08/09/18	0000000	GRAFFITI CLEANUP FASTENAL COMPANY	2.15		08/30/18
239		03/19 AP		07/31/18	0000000	SCREWS-PARK BENCH NAPA AUTO PARTS	363.03		08/30/18
236		03/19 AP		06/18/18	0000000	PARTS AND EXPENSES JULY BOLAND RECREATION BENCH - KEUHN'S PARK	1,085.00		08/30/18
						ACCOUNT TOTAL	1,609.67	.00	1,609.67
101-7733-423.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE			
236		03/19 AP		08/14/18	0000000	DICK'S PETROLEUM COMPANY AND REBUILT	1,429.25		08/30/18
						ACCOUNT TOTAL	1,429.25	.00	1,429.25
101-7733-423.93-01						EQUIPMENT / EQUIPMENT			
305		03/19 AP		08/23/18	0000000	JORDAN'S NURSERY, INC. TREES	1,800.00		08/30/18
						ACCOUNT TOTAL	1,800.00	.00	1,800.00
101-7753-423.72-28						OPERATING SUPPLIES / PLAYGROUND CRAFT SUPPLIES			
251		03/19 AP		08/20/18	0000000	CEDAR FALLS COMMUNITY SCHOOLS SUMMER 2018	8,271.69		08/30/18
251		03/19 AP		08/15/18	0000000	LOST ISLAND WATER PARK 8/8/18	1,080.00		08/30/18
						ACCOUNT TOTAL	9,351.69	.00	9,351.69
101-7753-423.72-30						OPERATING SUPPLIES / DROP IN EQUIP & SUPPLIES			
251		03/19 AP		08/07/18	0000000	BSN SPORTS, INC. PING PONG BALLS	135.12		08/30/18
						ACCOUNT TOTAL	135.12	.00	135.12
101-7753-423.72-31						OPERATING SUPPLIES / YOUTH SPORTS/ACTIVE EQUIP			
251		03/19 AP		08/07/18	0000000	PIIONEER MANUFACTURING CO. QUIK STRIPE	585.00		08/30/18
251		03/19 AP		08/02/18	0000000	COOLEY PUMPING, LLC PORTABLE TOILET-LIONS	42.50		08/30/18
						ACCOUNT TOTAL	627.50	.00	627.50

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GROUP NBR	PO NBR	ACCTG PER.	CD	---TRANSACTION--- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-7753-423.72-41 OPERATING SUPPLIES / POOL CONCESSIONS										
304				03/19 AP 08/21/18	0000000	PAPA JOHN'S PIZZA	24.75			08/30/18
				PIZZA						
304				03/19 AP 08/21/18	0000000	PAPA JOHN'S PIZZA	24.75			08/30/18
				PIZZA						
251				03/19 AP 08/19/18	0000000	PAPA JOHN'S PIZZA	49.50			08/30/18
				PIZZA						
251				03/19 AP 08/19/18	0000000	PAPA JOHN'S PIZZA	33.00			08/30/18
				PIZZA						
304				03/19 AP 08/19/18	0000000	PAPA JOHN'S PIZZA	41.25			08/30/18
				PIZZA						
251				03/19 AP 08/18/18	0000000	PAPA JOHN'S PIZZA	49.50			08/30/18
				PIZZA						
251				03/19 AP 08/18/18	0000000	PAPA JOHN'S PIZZA	24.75			08/30/18
				PIZZA						
251				03/19 AP 08/17/18	0000000	PAPA JOHN'S PIZZA	24.75			08/30/18
				PIZZA						
251				03/19 AP 08/17/18	0000000	PAPA JOHN'S PIZZA	24.75			08/30/18
				PIZZA						
251				03/19 AP 08/17/18	0000000	PAPA JOHN'S PIZZA	24.75			08/30/18
				PIZZA						
251				03/19 AP 08/16/18	0000000	PAPA JOHN'S PIZZA	24.75			08/30/18
				PIZZA						
251				03/19 AP 08/15/18	0000000	PAPA JOHN'S PIZZA	24.75			08/30/18
				PIZZA						
251				03/19 AP 08/15/18	0000000	ATLANTIC COCA-COLA	61.60			08/30/18
				CONCESSIONS						
251				03/19 AP 08/14/18	0000000	PAPA JOHN'S PIZZA	49.50			08/30/18
				PIZZA						
251				03/19 AP 08/14/18	0000000	PAPA JOHN'S PIZZA	33.00			08/30/18
				PIZZA						
251				03/19 AP 08/14/18	0000000	MYERS-COX COMPANY	754.27			08/30/18
				CONCESSIONS						
251				03/19 AP 08/13/18	0000000	PAPA JOHN'S PIZZA	49.50			08/30/18
				PIZZA						
251				03/19 AP 08/13/18	0000000	PAPA JOHN'S PIZZA	41.25			08/30/18
				PIZZA						
251				03/19 AP 08/13/18	0000000	PAPA JOHN'S PIZZA	74.25			08/30/18
				PIZZA						
251				03/19 AP 08/13/18	0000000	PAPA JOHN'S PIZZA	49.50			08/30/18
				PIZZA						
251				03/19 AP 08/12/18	0000000	PAPA JOHN'S PIZZA	49.50			08/30/18
				PIZZA						
251				03/19 AP 08/12/18	0000000	PAPA JOHN'S PIZZA	49.50			08/30/18
				PIZZA						
251				03/19 AP 08/12/18	0000000	PAPA JOHN'S PIZZA	49.50			08/30/18
				PIZZA						
251				03/19 AP 08/11/18	0000000	PAPA JOHN'S PIZZA	41.25			08/30/18
				PIZZA						
251				03/19 AP 08/11/18	0000000	PAPA JOHN'S PIZZA	24.75			08/30/18

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-7753-423.72-41 OPERATING SUPPLIES / POOL CONCESSIONS						continued				
	251			03/19	AP 08/11/18 0000000	PAPA JOHN'S PIZZA	49.50			08/30/18
	251			03/19	AP 08/11/18 0000000	PAPA JOHN'S PIZZA	41.25			08/30/18
	251			03/19	AP 08/10/18 0000000	PAPA JOHN'S PIZZA	49.50			08/30/18
						ACCOUNT TOTAL	1,838.87	.00		1,838.87
101-7753-423.73-17 OTHER SUPPLIES / POOL CHEMICALS										
	251			03/19	AP 08/15/18 0000000	HYDRITE CHEMICAL CO.	1,030.00			08/30/18
	251			03/19	AP 08/14/18 0000000	ACCO UNLIMITED CORPORATION	1,478.00			08/30/18
	251			03/19	AP 08/13/18 0000000	ACCO UNLIMITED CORPORATION	451.20			08/30/18
						ACCOUNT TOTAL	2,959.20	.00		2,959.20
101-7753-423.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP										
	251			03/19	AP 08/17/18 0000000	STEAM SAUNA	783.80			08/30/18
						SAUNA FRAGRANCE				
						ACCOUNT TOTAL	783.80	.00		783.80
101-7753-423.86-31 REPAIR & MAINTENANCE / SWIM POOL REPAIR & MAINT.										
	304			03/19	AP 08/23/18 0000000	KEYSTONE LABORATORIES, INC.	46.50			08/30/18
	251			03/19	AP 08/14/18 0000000	PLUMB TECH INC.	318.93			08/30/18
	251			03/19	AP 08/13/18 0000000	POLK'S LOCK SERVICE, INC.	370.00			08/30/18
						MASTER LOCK, CYLINDER				
						PADLOCK CLEANING				
						ACCOUNT TOTAL	735.43	.00		735.43
101-7780-423.72-71 OPERATING SUPPLIES / GALLERY SUPPLIES										
	311			03/19	AP 08/20/18 0000000	SIGNS & DESIGNS, INC.	35.00			08/30/18
						DAVE WIELAND VINYL				
						ACCOUNT TOTAL	35.00	.00		35.00
101-7780-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
	311			03/19	AP 08/24/18 0000000	TRITILE, THOMAS	600.00			08/30/18

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	-----TRANSACTION----- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-7780-423.81-01						PROFESSIONAL SERVICES / PROFESSIONAL SERVICES PAYMENTS FOR 4 CONCERTS			continued
						9/6,10/11,11/8,12/6/18			
						ACCOUNT TOTAL	600.00	.00	600.00
101-7780-423.81-06 PROFESSIONAL SERVICES / PRINTING & PUBLICATION									
311		03/19 AP		08/15/18	0000000	KAREN'S PRINT-RITE	622.30		08/30/18
						POSTCARDS WEILAND/21 ETCH			
311		03/19 AP		08/13/18	0000000	LEVERAGE	1,081.00		08/30/18
						FALL BROCHURE			
						ACCOUNT TOTAL	1,703.30	.00	1,703.30
101-7780-423.88-21 OUTSIDE AGENCIES / PUBLIC ART COMMITTEE									
311		03/19 AP		08/06/18	0000000	GIBSON SPECIALTY CO. SIGN FOR NEST	145.99		08/30/18
						ACCOUNT TOTAL	145.99	.00	145.99
						FUND TOTAL	90,946.69	20.07	90,926.62
FUND 203 TAX INCREMENT FINANCING									
FUND 206 STREET CONSTRUCTION FUND									
206-7737-436.72-16						OPERATING SUPPLIES / TOOLS			
283		03/19 AP		08/14/18	0000000	MENARDS-CEDAR FALLS WRENCH	5.99		08/30/18
236		03/19 AP		08/09/18	0000000	MENARDS-CEDAR FALLS SAW BLADES	29.97		08/30/18
						ACCOUNT TOTAL	35.96	.00	35.96
206-7737-436.72-60						OPERATING SUPPLIES / SAFETY SUPPLIES			
305		03/19 AP		08/23/18	0000000	CINTAS FIRST AID & SAFETY SAFETY SUPPLIES-FIRST AID	91.32		08/30/18
						ACCOUNT TOTAL	91.32	.00	91.32
206-7737-436.73-05						OTHER SUPPLIES / OPERATING EQUIPMENT			
283		03/19 AP		08/21/18	0000000	GIERKE-ROBINSON COMPANY, INC. 7/8" WHIRLY DRILL BIT	219.40		08/30/18
283		03/19 AP		08/16/18	0000000	STAR EQUIPMENT, LTD. DIAMOND SAW BLADE	249.00		08/30/18
						ACCOUNT TOTAL	468.40	.00	468.40

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PREPARED 08/30/2018, 11:47:42
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 206 STREET CONSTRUCTION FUND										
206-7737-436.73-28 OTHER SUPPLIES / SIDEWALKS										
236		03/19 AP		08/13/18	0000000	MENARDS-CEDAR FALLS PAVER SAND, HAMMER, TROWEL	92.54			08/30/18
ACCOUNT TOTAL							92.54	.00	92.54	
206-7737-436.73-32 OTHER SUPPLIES / STREETS										
305		03/19 AP		08/18/18	0000000	ASPRO, INC. TACK OIL	1,214.20			08/30/18
305		03/19 AP		08/18/18	0000000	ASPRO, INC. ASPHALT HOT MIX-	327.18			08/30/18
283		03/19 AP		08/17/18	0000000	GIERKE-ROBINSON COMPANY, INC. 14" DIAMOND SAW BLADE	171.73			08/30/18
236		03/19 AP		08/16/18	0000000	BUILDERS SELECT LLC HARDBOARD SIDING	34.98			08/30/18
239		03/19 AP		08/15/18	0000000	O'DONNELL ACE HARDWARE SCREWS, NAILS	6.19			08/30/18
283		03/19 AP		08/14/18	0000000	STETSON BUILDING PRODUCTS CURING COMPOUND	49.53			08/30/18
236		03/19 AP		08/11/18	0000000	ASPRO, INC. HOT MIX ASPHALT	822.46			08/30/18
236		03/19 AP		08/11/18	0000000	ASPRO, INC. HOT MIX ASPHALT	455.92			08/30/18
305		03/19 AP		08/10/18	0000000	BMC AGGREGATES L.C. 1" ROADSTONE	149.52			08/30/18
305		03/19 AP		08/10/18	0000000	BMC AGGREGATES L.C. 1" ROADSTONE-1" CLEAN	1,625.98			08/30/18
236		03/19 AP		08/06/18	0000000	MENARDS-CEDAR FALLS 2 USB CHARGERS FOR TOUCH PADS	3.98			08/30/18
236		03/19 AP		08/03/18	0000000	BMC AGGREGATES L.C. 3/8" WASHED CHIPS	689.36			08/30/18
236		03/19 AP		08/03/18	0000000	BMC AGGREGATES L.C. 3/8" WASHED CHIPS	138.05			08/30/18
239		03/19 AP		07/31/18	0000000	NAPA AUTO PARTS PARTS AND EXPENSES JULY	370.13			08/30/18
ACCOUNT TOTAL							6,059.21	.00	6,059.21	
206-7747-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
236		03/19 AP		08/08/18	0000000	ECHO GROUP, INC. ELECTRICAL PARTS	81.51			08/30/18
236		03/19 AP		08/02/18	0000000	ECHO GROUP, INC. LIGHT SWITCH	9.23			08/30/18
239		03/19 AP		07/31/18	0000000	NAPA AUTO PARTS PARTS AND EXPENSES JULY	45.93			08/30/18
ACCOUNT TOTAL							136.67	.00	136.67	

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GROUP NBR	PO NBR	ACCTG PER.	CD	---TRANSACTION--- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 206 STREET CONSTRUCTION FUND									
206-7747-436.72-16 OPERATING SUPPLIES / TOOLS									
	305			03/19 AP 08/22/18	0000000	DIAMOND VOGEL PAINT - #64/#55	23.00		08/30/18
	305			03/19 AP 08/15/18	0000000	MENARDS-CEDAR FALLS PAINTING TOOLS SLEDGE HAMMER	34.99		08/30/18
				ACCOUNT TOTAL			57.99	.00	57.99
206-7747-436.72-62 OPERATING SUPPLIES / PAINT									
	305			03/19 AP 08/20/18	0000000	DIAMOND VOGEL PAINT - #64/#55 TRAFFIC PAINT	117.45		08/30/18
				ACCOUNT TOTAL			117.45	.00	117.45
206-7747-436.73-19 OTHER SUPPLIES / BARRICADES & FLASHERS									
	236			03/19 AP 06/26/18	0000000	IOWA PLAINS SIGNING, INC. BARRICADES FOR STURGIS	50.00		08/30/18
				ACCOUNT TOTAL			50.00	.00	50.00
206-7747-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
	305			03/19 AP 08/15/18	0000000	TRAFFIC CONTROL CORPORATION LEDS FOR SIGNALS	5,142.00		08/30/18
	239			03/19 AP 08/07/18	0000000	TAPCO PORTABLE CROSSWALK SIGNS	665.00		08/30/18
				ACCOUNT TOTAL			5,807.00	.00	5,807.00
				FUND TOTAL			12,916.54	.00	12,916.54
FUND 215 HOSPITAL FUND									
215-1230-421.89-45 MISCELLANEOUS SERVICES / FARM TAXES									
	284			03/19 AP 09/01/18	0000000	BLACK HAWK CO.TREASURER	1,314.00		08/30/18
	284			03/19 AP 09/01/18	0000000	PROPERTY TAXES-BELZ FARM BLACK HAWK CO.TREASURER	974.00		08/30/18
	284			03/19 AP 09/01/18	0000000	PROPERTY TAXES-BELZ FARM BLACK HAWK CO.TREASURER	1,204.00		08/30/18
	284			03/19 AP 09/01/18	0000000	PROPERTY TAXES-BELZ FARM BLACK HAWK CO.TREASURER	1,206.00		08/30/18
	284			03/19 AP 09/01/18	0000000	PROPERTY TAXES-BELZ FARM BLACK HAWK CO.TREASURER	1,048.00		08/30/18
	284			03/19 AP 09/01/18	0000000	PROPERTY TAXES-BELZ FARM BLACK HAWK CO.TREASURER	1,300.00		08/30/18
	284			03/19 AP 09/01/18	0000000	PROPERTY TAXES-BELZ FARM GRUNDY COUNTY TREASURER	4,174.00		08/30/18

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 215 HOSPITAL FUND									
215-1230-421.89-45 MISCELLANEOUS SERVICES / FARM TAXES						continued			
PROPERTY TAXES-BELZ FARM						7/1/17-6/30/18			
ACCOUNT TOTAL							11,220.00	.00	11,220.00
FUND TOTAL							11,220.00	.00	11,220.00
FUND 216 POLICE BLOCK GRANT FUND									
FUND 217 SECTION 8 HOUSING FUND									
FUND 223 COMMUNITY BLOCK GRANT									
223-2234-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
284		03/19 AP		08/14/18	0000000	COURIER LEGAL COMMUNICATIONS	78.13		08/30/18
BID NTC (3) CDBG REHABS									
ACCOUNT TOTAL							78.13	.00	78.13
FUND TOTAL							78.13	.00	78.13
FUND 224 TRUST & AGENCY									
FUND 242 STREET REPAIR FUND									
242-1240-431.92-44 STRUCTURE IMPROV & BLDGS / STREET RECONSTRUCTION									
252		03/19 AP		08/23/18	0000000	PETERSON CONTRACTORS	598,993.20		08/30/18
3141-STREET CONSTRUCTION									
PROJECT#: 023141									
252		03/19 AP		08/13/18	0000000	TERRACON CONSULTANTS, INC.	865.74		08/30/18
3141-STREET CONSTRUCTION									
PROJECT#: 023141									
252		03/19 AP		08/07/18	0000000	PETERSON CONTRACTORS	146,482.42		08/30/18
3141-STREET CONSTRUCTION									
PROJECT#: 023141									
ACCOUNT TOTAL							746,341.36	.00	746,341.36
242-1240-431.92-48 STRUCTURE IMPROV & BLDGS / STREET REPAIR									
283		03/19 AP		08/16/18	0000000	BENTON'S READY MIX CONCRETE,	312.75		08/30/18
CONCRETE - ORCHARD DR									
283		03/19 AP		08/14/18	0000000	BENTON'S READY MIX CONCRETE,	486.50		08/30/18
CONCRETE - 18TH/MAIN									
PROJECT#: 062436									
236		03/19 AP		08/10/18	0000000	BENTON'S READY MIX CONCRETE,	575.00		08/30/18
CONCRETE-18TH & MAIN									
PROJECT#: 062436									
236		03/19 AP		08/09/18	0000000	BENTON'S READY MIX CONCRETE,	269.50		08/30/18
CONCRETE - ALEXIS BLVD									
236		03/19 AP		08/08/18	0000000	BENTON'S READY MIX CONCRETE,	417.00		08/30/18

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 242 STREET REPAIR FUND										
242-1240-431.92-48 STRUCTURE IMPROV & BLDGS / STREET REPAIR						continued				
CONCRETE-W.1ST/WALNUT										
PROJECT#: 062436										
ACCOUNT TOTAL							2,060.75	.00	2,060.75	
242-1240-431.92-67 STRUCTURE IMPROV & BLDGS / WEST 20TH ST. BOX CULVERT										
252 03/19 AP 08/28/18 0000000						PETERSON CONTRACTORS	110,907.06		08/30/18	
3117-W.20TH BRIDGE REPL.										
PROJECT#: 023117										
ACCOUNT TOTAL							110,907.06	.00	110,907.06	
FUND TOTAL							859,309.17	.00	859,309.17	
FUND 254 CABLE TV FUND										
254-1088-431.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
284 03/19 AP 08/15/18 0000000						FEDERAL EXPRESS	15.60		08/30/18	
SHIP-CLARK WIRE										
ACCOUNT TOTAL							15.60	.00	15.60	
254-1088-431.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
303 03/19 AP 08/24/18 0000000						MARKERTEK VIDEO SUPPLY	441.19		08/30/18	
XLR REEL						P.O. 56261				
ACCOUNT TOTAL							441.19	.00	441.19	
254-1088-431.93-01 EQUIPMENT / EQUIPMENT										
284 03/19 AP 08/17/18 0000000						ADORAMA CAMERA, INC.	1,955.00		08/30/18	
HD-SDI MATRIX SWITCHER						P.O. 56267				
ACCOUNT TOTAL							1,955.00	.00	1,955.00	
FUND TOTAL							2,411.79	.00	2,411.79	
FUND 258 PARKING FUND										
258-5531-435.81-48 PROFESSIONAL SERVICES / CONTRACT SERVICES										
303 03/19 AP 07/31/18 0000000						DUNCAN SOLUTIONS, INC.	2,460.05		08/30/18	
PARKING FEES-JULY 2018										
ACCOUNT TOTAL							2,460.05	.00	2,460.05	

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT

FUND 258 PARKING FUND										
FUND TOTAL							2,460.05	.00	2,460.05	

FUND 261 TOURISM & VISITORS										
261-7791-423.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES										
306		03/19 AP		08/22/18	0000000	GREATER CEDAR VALLEY ALLIANCE	100.00		08/30/18	
				7/1/2018-6/30/2019		AMBASSADOR				
ACCOUNT TOTAL							100.00	.00	100.00	

261-7791-423.73-55 OTHER SUPPLIES / MEDIA										
306		03/19 AP		08/13/18	0000000	BIKEIOWA.COM	1,000.00		08/30/18	
						ANNUL ADV SPONSOR 9/1/2018-8/31/2019				
306		03/19 AP		07/31/18	0000000	ZLR IGNITION	21.50		08/30/18	
						JULY FACEBOOK				
ACCOUNT TOTAL							1,021.50	.00	1,021.50	

261-7791-423.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
306		03/19 AP		08/27/18	0000000	IOWA NATURAL HERITAGE FOUND.	25.00		08/30/18	
						FY19 MEMBERSHIP				
ACCOUNT TOTAL							25.00	.00	25.00	

261-7791-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
306		03/19 AP		08/02/18	0000000	EASTERN IOWA TOURISM ASSOC.	40.00		08/30/18	
						KIM MANNING POWER OF TRAV 09/19/18-AMES				
306		03/19 AP		08/02/18	0000000	EASTERN IOWA TOURISM ASSOC.	35.00		08/30/18	
						VICKI BAILEY POWER OF TRV 09/19/18-AMES				
306		03/19 AP		08/02/18	0000000	EASTERN IOWA TOURISM ASSOC.	35.00		08/30/18	
						DEB LEWIS POWER OF TRAVEL 09/19/18-AMES				
306		03/19 AP		08/02/18	0000000	EASTERN IOWA TOURISM ASSOC.	35.00		08/30/18	
						LINDA MAUGHAN PWR OF TRVL 09/19/18-AMES				
306		03/19 AP		08/02/18	0000000	EASTERN IOWA TOURISM ASSOC.	35.00		08/30/18	
						BECKY WAGNER PWR OF TRVL 09/19/18-AMES				
ACCOUNT TOTAL							180.00	.00	180.00	

261-7791-423.85-52 UTILITIES / TOURISM MARKETING GRANTS										
306		03/19 AP		08/13/18	0000000	THOMAS, ANTHONY	800.00		08/30/18	
						GRANT:MARKET MAYBT 2018 BASKETBALL TOURNAMENT				
ACCOUNT TOTAL							800.00	.00	800.00	

261-7791-423.88-43 OUTSIDE AGENCIES / COMMUNITY BETTERMENT GRTS										

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 261 TOURISM & VISITORS									
261-7791-423.88-43						OUTSIDE AGENCIES / COMMUNITY BETTERMENT GRTS			
312		02/19 AP		08/02/18	0128778	P & K MIDWEST, INC.		2,555.38	08/28/18
						VOID-NEED SEPARATE CHECK GRANT:GEORGE WYTH FY19			
						ACCOUNT TOTAL	.00	2,555.38	2,555.38-
261-7791-423.89-94 MISCELLANEOUS SERVICES / SPECIAL PROJECTS									
306		03/19 AP		08/08/18	0000000	EASTERN IOWA TOURISM ASSOC.	35.00		08/30/18
						KIM BEAR POWER OF TRAVEL 9/19/18-AMES			
						ACCOUNT TOTAL	35.00	.00	35.00
261-7791-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
283		03/19 AP		08/19/18	0000000	STEVE FORD LANDSCAPE ARCHITEC	1,925.00		08/30/18
						DESIGN-ROUNABOUT LANDSCA			
						ACCOUNT TOTAL	1,925.00	.00	1,925.00
						FUND TOTAL	4,086.50	2,555.38	1,531.12
FUND 262 SENIOR SERVICES & COMM CT									
FUND 291 POLICE FORFEITURE FUND									
FUND 292 POLICE RETIREMENT FUND									
FUND 293 FIRE RETIREMENT FUND									
FUND 294 LIBRARY RESERVE									
FUND 295 SOFTBALL PLAYER CAPITAL									
FUND 296 GOLF CAPITAL									
FUND 297 REC FACILITIES CAPITAL									
FUND 298 HEARST CAPITAL									
298-7780-423.89-39		03/19 AP		08/10/18	0000000	DIAMONDS UPHOLSTERY	162.00		08/30/18
311						PIANO BENCH UPHOLSTERY			
						ACCOUNT TOTAL	162.00	.00	162.00
						FUND TOTAL	162.00	.00	162.00
FUND 311 DEBT SERVICE FUND									
FUND 402 WASHINGTON PARK FUND									

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 404 FEMA										
404-1220-431.92-37						STRUCTURE IMPROV & BLDGS / BUYOUT DEMOLITIONS				
284				03/19	AP 09/01/18 0000000	BLACK HAWK CO.TREASURER	1,382.00		08/30/18	
						PROPERTY TAXES-701 E LONE TREE RD-WILKEN-FLOOD BUYO				
284				03/19	AP 09/01/18 0000000	BLACK HAWK CO.TREASURER	60.00		08/30/18	
						PROPERTY TAXES-GRAMS PLAT FLOOD BUYOUT				
284				03/19	AP 09/01/18 0000000	BLACK HAWK CO.TREASURER	870.00		08/30/18	
						PROPERTY TAXES-UNPLATTED FLOOD BUYOUT-OVERMAN RR				
284				03/19	AP 09/01/18 0000000	BLACK HAWK CO.TREASURER	1,016.00		08/30/18	
						PROPERTY TAXES-404 GRANT FLOOD BUYOUT-SCHULZ				
284				03/19	AP 09/01/18 0000000	BLACK HAWK CO.TREASURER	656.00		08/30/18	
						PROPERTY TAXES-915 CEDAR FLOOD BUYOUT-HUGHES				
284				03/19	AP 09/01/18 0000000	BLACK HAWK CO.TREASURER	198.00		08/30/18	
						PROPERTY TAXES-CEDAR ACRE FLOOD BUYOUT				
284				03/19	AP 09/01/18 0000000	BLACK HAWK CO.TREASURER	3,250.00		08/30/18	
						PROPERTY TAXES-427 CLAIR FLOOD BUYOUT-VAUGHN				
284				03/19	AP 09/01/18 0000000	BLACK HAWK CO.TREASURER	1,582.00		08/30/18	
						PROPERTY TAXES-711 CLAIR FLOOD BUYOUT-CAGLEY				
284				03/19	AP 09/01/18 0000000	BLACK HAWK CO.TREASURER	2,794.00		08/30/18	
						PROPERTY TAXES-PART W FLOOD BUYOUT				
284				03/19	AP 09/01/18 0000000	BLACK HAWK CO.TREASURER	222.00		08/30/18	
						PROPERTY TAXES-PART W FLOOD BUYOUT				
284				03/19	AP 09/01/18 0000000	BLACK HAWK CO.TREASURER	784.00		08/30/18	
						PROPERTY TAXES-218 MCKINL FLOOD BUYOUT				
284				03/19	AP 09/01/18 0000000	BLACK HAWK CO.TREASURER	2,040.00		08/30/18	
						PROPERTY TAXES-UNPLATTED FLOOD BUYOUT				
284				03/19	AP 09/01/18 0000000	BLACK HAWK CO.TREASURER	1,714.00		08/30/18	
						PROPERTY TAXES-504 LONGVI FLOOD BUYOUT-SPEAKER				
284				03/19	AP 09/01/18 0000000	BLACK HAWK CO.TREASURER	2,388.00		08/30/18	
						PROPERTY TAXES-411 CLAIR FLOOD BUYOUT-ECKHOFF				
						ACCOUNT TOTAL	18,956.00	0.00	18,956.00	
						FUND TOTAL	18,956.00	0.00	18,956.00	
FUND 405 FLOOD RESERVE FUND										
FUND 407 VISION IOWA PROJECT										
FUND 408 STREET IMPROVEMENT FUND										
408-1240-431.92-63						STRUCTURE IMPROV & BLDGS / UNIV AVE RECONSTRUCTION				
252				03/19	AP 08/23/18 0000000	PETERSON CONTRACTORS	48,299.02		08/30/18	
						PROJECT#: 023114 3114-UNIV.AVE.RECON.PH.II				
252				03/19	AP 08/23/18 0000000	PETERSON CONTRACTORS	134,723.40		08/30/18	
						PROJECT#: 023140 3140-UNIV.AV.RECON.PH.III				
252				03/19	AP 08/21/18 0000000	FOTH INFRASTRUCTURE & ENVIRON	13,009.50		08/30/18	
						PROJECT#: 023114 3114-UNIV.AVE.RECON.PH.II SERVICES THRU 7/31/18				
252				03/19	AP 08/21/18 0000000	FOTH INFRASTRUCTURE & ENVIRON	11,712.55		08/30/18	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 408 STREET IMPROVEMENT FUND										
408-1240-431.92-63 STRUCTURE IMPROV & BLDGS / UNIV AVE RECONSTRUCTION							continued			
PROJECT#: 023140										
252 03/19 AP 08/20/18 0000000 TERRACON CONSULTANTS, INC.							388.11			08/30/18
PROJECT#: 3114-UNIV.AVE.RECON.PH.II										
PROJECT#: 023114										
ACCOUNT TOTAL							208,132.58	.00		208,132.58
FUND TOTAL							208,132.58	.00		208,132.58
FUND 430 2004 TIF BOND										
430-1220-431.97-83 TIF BOND PROJECTS / TIF LEGAL FEES										
252 03/19 AP 07/27/18 0000000 AHLERS AND COONEY, P.C.							870.50			08/30/18
LGL:HWY.58 CORR.URB.RENEW SERVICES THRU 07/19/18										
252 03/19 AP 07/27/18 0000000 AHLERS AND COONEY, P.C.							767.00			08/30/18
LGL:RIVER PLACE PROP.DEV. SERVICES THRU 07/19/18										
252 03/19 AP 07/27/18 0000000 AHLERS AND COONEY, P.C.							151.50			08/30/18
LGL:S.CF URBAN RENEWAL SERVICES THRU 07/19/18										
252 03/19 AP 07/27/18 0000000 AHLERS AND COONEY, P.C.							199.50			08/30/18
LGL:AMEND.#4 UNIF.HWY.58 SERVICES THRU 07/19/18										
ACCOUNT TOTAL							1,988.50	.00		1,988.50
FUND TOTAL							1,988.50	.00		1,988.50
FUND 431 2014 BOND										
FUND 432 2003 BOND										
FUND 433 2001 TIF										
FUND 434 2000 BOND										
FUND 435 1999 TIF										
FUND 436 2012 BOND										
436-1220-431.94-83 CAPITAL PROJECTS / WEST 1ST STREET										
252 03/19 AP 08/10/18 0000000 SWISHER & COHRT, P.L.C.							175.00			08/30/18
PROJECT#: 3118-W.1ST. ST. RECONST. LAND ACQ.-714 W. 1ST										
PROJECT#: 023118										
ACCOUNT TOTAL							175.00	.00		175.00
436-1220-431.95-12 BOND FUND PROJECTS / GREENHILL ROAD EXTENSION										
252 03/19 AP 08/24/18 0000000 PETERSON CONTRACTORS							114,335.65			08/30/18
PROJECT#: 1824-GREENHILL RD. EXTEN.										
PROJECT#: 021824										
ACCOUNT TOTAL							114,335.65	.00		114,335.65

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 436 2012 BOND									
436-1220-431.98-26						CAPITAL PROJECTS / DOWNTOWN LEVEE IMPROVEMNT			
252		03/19 AP		08/21/18	0000000	IOWA BRIDGE & CULVERT, LC	142,971.03		08/30/18
						1975-DOWNTN.LEVEE IMPROV.			
PROJECT#:					021975				
252		03/19 AP		08/20/18	0000000	TERRACON CONSULTANTS, INC.	2,283.50		08/30/18
						1975-DOWNTN.LEVEE IMPROV.			
PROJECT#:					021975	CONCRETE TESTING			
						ACCOUNT TOTAL	145,254.53	.00	145,254.53
						FUND TOTAL	259,765.18	.00	259,765.18
FUND 437 2018 BOND									
437-1220-431.95-73						BOND FUND PROJECTS / SIDEWALK RECONSTRUCTION			
252		03/19 AP		08/23/18	0000000	FELDMAN CONCRETE	31,847.00		08/30/18
						3148-'18 PUB. SIDEWALK/TR			
PROJECT#:					023148				
						ACCOUNT TOTAL	31,847.00	.00	31,847.00
437-1220-431.98-81 CAPITAL PROJECTS / PICKLE BALL COURTS									
283		03/19 AP		08/14/18	0000000	ASPRO, INC.	87,739.50		08/30/18
						ASPHALT/ROCK-PICKLEBALL COURTS			
PROJECT#:					062520				
						ACCOUNT TOTAL	87,739.50	.00	87,739.50
						FUND TOTAL	119,586.50	.00	119,586.50
FUND 438 2006 BOND FUND									
FUND 439 2008 BOND FUND									
FUND 443 CAPITAL PROJECTS									
443-1220-431.92-90						STRUCTURE IMPROV & BLDGS / CENTER ST SIDEWLK & DRAIN			
252		03/19 AP		08/23/18	0000000	CUNNINGHAM CONSTRUCTION CO.,	49,821.14		08/30/18
						3107-CENTER ST. REC TRAIL			
PROJECT#:					023107				
						ACCOUNT TOTAL	49,821.14	.00	49,821.14
443-1220-431.94-80 CAPITAL PROJECTS / BIG WOODS CAMPGROUND									
236		03/19 AP		08/02/18	0000000	BENTON'S READY MIX CONCRETE,	2,080.00		08/30/18
						CONCRETE BIKE TRAIL BIG WOODS CAMPGROUND			
						ACCOUNT TOTAL	2,080.00	.00	2,080.00

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 443 CAPITAL PROJECTS									
443-1220-431.98-04 CAPITAL PROJECTS / PROPERTY ACQUISITIONS									
284		03/19 AP		09/01/18	0000000	BLACK HAWK CO.TREASURER INDEPENDENCE STREET	88.00		08/30/18
					PROPERTY TAXES-1301				
					ACCOUNT TOTAL		88.00	.00	88.00
443-1220-431.98-40 CAPITAL PROJECTS / PUBLIC SAFETY BUILDING									
252		03/19 AP		08/13/18	0000000	CHOSEN VALLEY TESTING, INC. 3069-PUBLIC SAFETY BLDG.	4,219.00		08/30/18
					PROJECT#: 023069				
					ACCOUNT TOTAL		4,219.00	.00	4,219.00
443-1220-431.98-50 CAPITAL PROJECTS / CITY/SCHOOL FARM LEASE									
284		03/19 AP		09/01/18	0000000	BLACK HAWK CO.TREASURER SCHOOL SITE	1,300.00		08/30/18
					PROPERTY TAXES-MACMAHILL				
					ACCOUNT TOTAL		1,300.00	.00	1,300.00
					FUND TOTAL		57,508.14	.00	57,508.14
FUND 472 PARKADE RENOVATION									
FUND 473 SIDEWALK ASSESSMENT									
FUND 483 ECONOMIC DEVELOPMENT									
FUND 484 ECONOMIC DEVELOPMENT LAND									
484-2245-432.91-10 LAND / INDUSTRIAL PARK LAND ACQ									
284		03/19 AP		09/01/18	0000000	BLACK HAWK CO.TREASURER	882.00		08/30/18
					PROPERTY TAXES-GIBSON				
284		03/19 AP		09/01/18	0000000	BLACK HAWK CO.TREASURER	1,284.00		08/30/18
					PROPERTY TAXES-GIBSON				
284		03/19 AP		09/01/18	0000000	BLACK HAWK CO.TREASURER	154.00		08/30/18
					PROPERTY TAXES-GIBSON				
284		03/19 AP		09/01/18	0000000	BLACK HAWK CO.TREASURER	428.00		08/30/18
					PROPERTY TAXES-GIBSON				
284		03/19 AP		09/01/18	0000000	BLACK HAWK CO.TREASURER	538.00		08/30/18
					PROPERTY TAXES-GIBSON				
284		03/19 AP		09/01/18	0000000	BLACK HAWK CO.TREASURER	1,524.00		08/30/18
					PROPERTY TAXES-GIBSON				
					ACCOUNT TOTAL		4,810.00	.00	4,810.00
					FUND TOTAL		4,810.00	.00	4,810.00

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 541 2018 STORM WATER BONDS									
FUND 544 2008 SEWER BONDS									
FUND 545 2006 SEWER BONDS									
545-7755-436	96-81	SEWER BOND PROJECTS /			DRY RUN CREEK SAN SEW IMP				
310	03/19 AP	08/27/18	0000000	S.M. HENTGES & SONS INC.	19,331.96			08/30/18	
PROJECT#: 023136									
252	03/19 AP	08/17/18	0000000	S.M. HENTGES & SONS INC.	466,739.81			08/30/18	
PROJECT#: 023136									
252	03/19 AP	08/17/18	0000000	SNYDER & ASSOCIATES, INC.	11,066.22			08/30/18	
PROJECT#: 023096									
ACCOUNT TOTAL							497,137.99	.00	497,137.99
FUND TOTAL							497,137.99	.00	497,137.99
FUND 546 SEWER IMPROVEMENT FUND									
FUND 547 SEWER RESERVE FUND									
FUND 548 1997 SEWER BOND FUND									
FUND 549 1992 SEWER BOND FUND									
FUND 550 2000 SEWER BOND FUND									
FUND 551 REFUSE FUND									
551-7785-426	81-20	PROFESSIONAL SERVICES /			HUMANE SOCIETY				
295	03/19 AP	08/07/18	0000000	WATERLOO, CITY OF	582.00			08/30/18	
DEER DISPOSAL;7/1-7/31/18									
ACCOUNT TOTAL							582.00	.00	582.00
551-7785-436	72-60	OPERATING SUPPLIES /			SAFETY SUPPLIES				
305	03/19 AP	08/23/18	0000000	CINTAS FIRST AID & SAFETY	104.58			08/30/18	
SAFETY SUPPLIES-FIRST AID									
236	03/19 AP	08/08/18	0000000	FAIRFIELD LINE, INC.	451.17			08/30/18	
GLOVES									
ACCOUNT TOTAL							555.75	.00	555.75
551-7785-436	72-64	OPERATING SUPPLIES /			AUTOMATED CARTS				
305	03/19 AP	08/13/18	0000000	CASCADE ENGINEERING INC	21,905.00			08/30/18	
AUTOMATED CARTS									
ACCOUNT TOTAL							21,905.00	.00	21,905.00
551-7785-436	73-01	OTHER SUPPLIES /			REPAIR & MAINT. SUPPLIES				
305	03/19 AP	08/20/18	0000000	O'DONNELL ACE HARDWARE	11.68			08/30/18	

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GROUP NBR	PO NBR	ACCTG PER.	CD	---TRANSACTION--- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 551 REFUSE FUND									
551-7785-436.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES						continued			
TAPE AND PIPE INSULATION									
305		03/19 AP		08/20/18	0000000	O'DONNELL ACE HARDWARE	19.85		08/30/18
PAINT BRUSH, ROLLER, TRAY									
305		03/19 AP		08/20/18	0000000	O'DONNELL ACE HARDWARE	31.99		08/30/18
PAINT FOR TRANS STATION									
236		03/19 AP		08/10/18	0000000	MENARDS-CEDAR FALLS DEGREASER, PLEDGE, GLADE, TOWELS	43.31		08/30/18
ACCOUNT TOTAL							106.83	.00	106.83
551-7785-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
239		03/19 AP		07/31/18	0000000	NAPA AUTO PARTS PARTS AND EXPENSES JULY	769.74		08/30/18
ACCOUNT TOTAL							769.74	.00	769.74
551-7785-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN									
239		03/19 AP		08/16/18	0000000	O'DONNELL ACE HARDWARE	31.99		08/30/18
PAINT - TRANS STATION									
239		03/19 AP		08/16/18	0000000	SAM ANNIS & CO. CENTER	44.88		08/30/18
305		03/19 AP		08/11/18	0000000	LIBERTY TIRE RECYCLING, LLC	625.58		08/30/18
SCRAP TIRES RECYCLING									
239		03/19 AP		08/10/18	0000000	MIDWEST ELECTRONIC RECOVERY	724.80		08/30/18
ELECTRONICS RECYCLING									
236		03/19 AP		08/09/18	0000000	IMPACT PLASTICS CORP. ROLLOFF LIDS	545.82		08/30/18
ACCOUNT TOTAL							1,973.07	.00	1,973.07
FUND TOTAL							25,892.39	.00	25,892.39
FUND 552 SEWER RENTAL FUND									
552-2265-436.72-26 OPERATING SUPPLIES / TESTING & LAB									
301		03/19 AP		08/22/18	0000000	MIDLAND SCIENTIFIC, INC. LAB SUPPLIES	186.59		08/30/18
301		03/19 AP		08/14/18	0000000	MIDLAND SCIENTIFIC, INC. LAB SUPPLIES	245.68		08/30/18
301		03/19 AP		08/11/18	0000000	UNITED PARCEL SERVICE SHIP TO LABSTRONG CORP.	14.29		08/30/18
ACCOUNT TOTAL							446.56	.00	446.56
552-2265-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 552 SEWER RENTAL FUND									
552-2265-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES						continued			
301		03/19 AP		08/15/18	0000000	CAMPBELL SUPPLY WATERLOO GLOVES-SAFETY	155.90		08/30/18
					ACCOUNT TOTAL		155.90	.00	155.90
552-2265-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
301		03/19 AP		08/23/18	0000000	O'DONNELL ACE HARDWARE BOLTS	20.92		08/30/18
301		03/19 AP		08/14/18	0000000	O'DONNELL ACE HARDWARE TRIMMER LINE	20.99		08/30/18
301		03/19 AP		08/13/18	0000000	JOHNSTONE SUPPLY OF WATERLOO FAN SCREENS	204.62		08/30/18
239		03/19 AP		07/31/18	0000000	NAPA AUTO PARTS PARTS AND EXPENSES JULY	467.37		08/30/18
301		03/19 AP		07/16/18	0000000	BENTON BUILDING CENTER LUMBER-DRYING BEDS	151.52		08/30/18
					ACCOUNT TOTAL		865.42	.00	865.42
552-2265-436.73-06 OTHER SUPPLIES / BUILDING REPAIR									
301		03/19 AP		08/22/18	0000000	O'DONNELL ACE HARDWARE PLUBMING SUPPLIES	64.14		08/30/18
					ACCOUNT TOTAL		64.14	.00	64.14
552-2265-436.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
301		03/19 AP		07/31/18	0000000	IOWA NORTHLAND REGIONAL CO. O 3168-W.W. REGIONAL. STUDY	7,684.27		08/30/18
					PROJECT#: 023168				
					ACCOUNT TOTAL		7,684.27	.00	7,684.27
552-2265-436.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
301		03/19 AP		08/16/18	0000000	HACH COMPANY UV SENSOR AGREEMENT 08/16/18-08/15/19	726.00		08/30/18
					ACCOUNT TOTAL		726.00	.00	726.00
552-2265-436.86-12 REPAIR & MAINTENANCE / TOWELS									
301		03/19 AP		08/15/18	0000000	ARAMARK FLOOR MATS/MOPS-WATER REC	12.30		08/30/18
					ACCOUNT TOTAL		12.30	.00	12.30

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GROUP NER	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 552 SEWER RENTAL FUND											
552-2265-436.86-29 REPAIR & MAINTENANCE / LAB & TESTING											
301		03/19 AP		08/24/18	0000000	TESTAMERICA LABORATORIES, INC	1,789.30		08/30/18		
		LAB TESTS									
301		03/19 AP		08/17/18	0000000	TESTAMERICA LABORATORIES, INC	75.00		08/30/18		
		LAB TESTS									
301		03/19 AP		07/12/18	0000000	TESTAMERICA LABORATORIES, INC	1,862.80		08/30/18		
		LAB TESTS									
		ACCOUNT TOTAL						3,727.10	.00	3,727.10	
552-2265-436.87-03 RENTALS / EQUIPMENT RENTAL											
301		03/19 AP		08/13/18	0000000	BLACK HAWK RENTAL	727.50		08/30/18		
		LIFT RENTAL									
		ACCOUNT TOTAL						727.50	.00	727.50	
552-7755-436.73-13 OTHER SUPPLIES / SANITARY SEWERS											
239		03/19 AP		08/16/18	0000000	O'DONNELL ACE HARDWARE	9.68		08/30/18		
		BRUSHES									
		ACCOUNT TOTAL						9.68	.00	9.68	
552-7755-436.73-27 OTHER SUPPLIES / IOWA ONE CALL											
305		03/19 AP		08/17/18	0000000	IOWA ONE CALL	542.60		08/30/18		
		ONE CALL SERVICE FOR JULY									
		ACCOUNT TOTAL						542.60	.00	542.60	
552-7755-436.86-12 REPAIR & MAINTENANCE / TOWELS											
301		03/19 AP		08/15/18	0000000	ARAMARK	13.28		08/30/18		
		FLOOR MATS/MOPS-SEWER									
		ACCOUNT TOTAL						13.28	.00	13.28	
552-7755-436.86-13 REPAIR & MAINTENANCE / SANITARY SEWER REPAIR											
301		03/19 AP		08/13/18	0000000	REHAB SYSTEMS, INC.	18,750.00		08/30/18		
		MANHOLE REHABILITATION									
		ACCOUNT TOTAL						18,750.00	.00	18,750.00	
		FUND TOTAL						33,724.75	.00	33,724.75	

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 553 2004 SEWER BOND										
FUND 555 STORM WATER UTILITY										
555-2230-432.73-34 OTHER SUPPLIES / STORM SEWERS										
	309			03/19	AP 08/27/18 0000000	UTILITY EQUIPMENT COMPANY	114.36			08/30/18
						12" FLEX CLAMP				
						PROJECT#: 90				
ACCOUNT TOTAL							114.36	.00	114.36	
555-2230-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
	252			03/19	AP 08/23/18 0000000	BENTON'S SAND & GRAVEL, INC.	8,489.96			08/30/18
						3094-2018 PERMEABLE ALLEY				
						PROJECT#: 023094				
ACCOUNT TOTAL							8,489.96	.00	8,489.96	
FUND TOTAL							8,604.32	.00	8,604.32	
FUND 570 SEWER ASSESSMENT										
FUND 606 DATA PROCESSING FUND										
606-1078-441.81-70 PROFESSIONAL SERVICES / CONTRACT SERVICES										
	303			03/19	AP 08/23/18 0000000	IP PATHWAYS, LLC	1,315.50			08/30/18
						INSTALL 10G CARDS SERVICE				
ACCOUNT TOTAL							1,315.50	.00	1,315.50	
606-1078-441.86-10 REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS										
	303			03/19	AP 08/03/18 0000000	IP PATHWAYS, LLC	5,082.00			08/30/18
						DATA DOMAIN ANNUAL SUPPOR				
ACCOUNT TOTAL							5,082.00	.00	5,082.00	
FUND TOTAL							6,397.50	.00	6,397.50	
FUND 680 HEALTH INSURANCE FUND										
FUND 681 HEALTH SEVERANCE										
FUND 682 HEALTH INSURANCE - FIRE										
FUND 685 VEHICLE MAINTENANCE FUND										
685-7798-446.72-05 OPERATING SUPPLIES / GAS & OIL										
	305			03/19	AP 08/17/18 0000000	AIRGAS USA, LLC	100.19			08/30/18
						ARGON WELDING GAS				
	239			03/19	AP 07/31/18 0000000	NAPA AUTO PARTS	997.45			08/30/18
						PARTS AND EXPENSES JULY				
ACCOUNT TOTAL							1,097.64	.00	1,097.64	

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 685 VEHICLE MAINTENANCE FUND											
685-7798-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES											
309		03/19	AP	08/27/18	0000000	C & C WELDING & SANDBLASTING	26.57			08/30/18	
		BUSHING STOCK #245									
309		03/19	AP	08/22/18	0000000	INTERSTATE POWER SYSTEMS, INC	4,215.45			08/30/18	
		CAM SHAFT ROCKER ARMS PD501									
305		03/19	AP	08/20/18	0000000	SUPERIOR WELDING SUPPLY	53.00			08/30/18	
		WELDING SUPPLIES									
305		03/19	AP	08/16/18	0000000	LAWSON PRODUCTS, INC.	1,089.60			08/30/18	
		SCREWS, NUTS, FITTINGS									
305		03/19	AP	08/16/18	0000000	POLK'S LOCK SERVICE, INC.	2.00			08/30/18	
		SPARE KEY PD13									
305		03/19	AP	08/16/18	0000000	SUPERIOR WELDING SUPPLY	427.80			08/30/18	
		WELDING SUPPLIES #3050									
305		03/19	AP	08/14/18	0000000	AIRGAS USA, LLC	89.57			08/30/18	
		WELDING SUPPLIES									
236		03/19	AP	08/13/18	0000000	C & C WELDING & SANDBLASTING	62.85			08/30/18	
		STEEL FOR TRANS STA REPAIR #3050									
239		03/19	AP	08/13/18	0000000	SUPERIOR WELDING SUPPLY	229.40			08/30/18	
		WELDING SUPPLIES - TRAN STATION #3050									
236		03/19	AP	08/07/18	0000000	LAWSON PRODUCTS, INC.	20.28			08/30/18	
		CAP SCREWS									
236		03/19	AP	08/06/18	0000000	LAWSON PRODUCTS, INC.	1,162.15			08/30/18	
		DRILL BITS, SOCKET HEADS, FITTINGS,CAP SCREWS. MISC									
239		03/19	AP	07/31/18	0000000	NAPA AUTO PARTS	34,606.30			08/30/18	
		PARTS AND EXPENSES JULY									
		ACCOUNT TOTAL						41,984.97	0.00		41,984.97
685-7798-446.86-11 REPAIR & MAINTENANCE / VEHICLE MAINT. SOFTWARE											
239		03/19	AP	08/16/18	0000000	NOREGON SYSTEMS, INC.	1,998.00			08/30/18	
		JPRO SUBSCRIPTION HEAVY DUY TRUCK									
		ACCOUNT TOTAL						1,998.00	0.00		1,998.00
685-7798-446.86-12 REPAIR & MAINTENANCE / TOWELS											
305		03/19	AP	08/21/18	0000000	ARAMARK	39.45			08/30/18	
		SHOP TOWELS									
236		03/19	AP	08/14/18	0000000	ARAMARK	39.10			08/30/18	
		SHOP TOWELS									
236		03/19	AP	08/07/18	0000000	ARAMARK	38.05			08/30/18	
		SHOP TOWELS									
		ACCOUNT TOTAL						116.60	0.00		116.60
685-7798-446.86-15 REPAIR & MAINTENANCE / TIRE REPAIRS											
239		03/19	AP	07/31/18	0000000	NAPA AUTO PARTS	343.93			08/30/18	
		PARTS AND EXPENSES JULY									

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 685 VEHICLE MAINTENANCE FUND									
685-7798-446.86-15 REPAIR & MAINTENANCE / TIRE REPAIRS									
							continued		
ACCOUNT TOTAL							343.93	.00	343.93
685-7798-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY									
309		03/19 AP		08/22/18	0000000	BEYER MOTORSPORTS LLC	91.40		08/30/18
ALIGNMENT #2332									
309		03/19 AP		08/21/18	0000000	WITHAM AUTO CENTERS	80.00		08/30/18
ALIGNMENT PD 15									
309		03/19 AP		08/20/18	0000000	WITHAM AUTO CENTERS	670.43		08/30/18
REPLACED EXHAUST MANIFOLD									
CATALYTIC CONVERTER #502									
239		03/19 AP		08/10/18	0000000	WITHAM AUTO CENTERS	654.09		08/30/18
CONVERTER/MANIFOLD REPL.									
PD15									
ACCOUNT TOTAL							1,495.92	.00	1,495.92
685-7798-446.93-01 EQUIPMENT / EQUIPMENT									
305		03/19 AP		08/05/18	0000000	CLARK EQUIPMENT COMPANY	37,595.46		08/30/18
BOBCAT SKID STEER #296									
FA VM 00585									
312		02/19 AP		07/23/18	0128778	P & K MIDWEST, INC.		16,698.00	08/28/18
VOID-NEED SEPARATE CHECK									
MOWER WITH 72" DECK									
ACCOUNT TOTAL							37,595.46	16,698.00	20,897.46
FUND TOTAL							84,632.52	16,698.00	67,934.52
FUND 686 PAYROLL FUND									
FUND 687 WORKERS COMPENSATION FUND									
687-1902-457.51-02 INSURANCE / WORKERS COMP INSURANCE									
303		03/19 AP		08/01/18	0000000	REDFERN, MASON, LARSEN & MOORE,	38.00		08/30/18
LGL: W/C D DOUGLAS									
7/27/18									
303		03/19 AP		08/01/18	0000000	REDFERN, MASON, LARSEN & MOORE,	832.50		08/30/18
LGL: W/C D KLATT									
7/11/18-7/20/18									
303		03/19 AP		07/01/18	0000000	REDFERN, MASON, LARSEN & MOORE,	705.00		08/30/18
LGL: W/C D KLATT									
6/5/18-6/12/18									
ACCOUNT TOTAL							1,575.50	.00	1,575.50
FUND TOTAL							1,575.50	.00	1,575.50

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 688 LTD INSURANCE FUND									
FUND 689 LIABILITY INSURANCE FUND									
689-1902-457.51-05 INSURANCE / LIABILITY INSURANCE									
283		03/19 AP		08/13/18	0000000	KW ELECTRIC, INC.	1,171.63		08/30/18
		FIX HANDHOLE-HUDSON/TECH.							
303		03/19 AP		08/01/18	0000000	REDFERN,MASON,LARSEN & MOORE,	30.00		08/30/18
		LIAB:ZACH CHURCH SHOOTING 7/31/18							
303		03/19 AP		07/01/18	0000000	REDFERN,MASON,LARSEN & MOORE,	30.00		08/30/18
		LIAB:ZACH CHURCH SHOOTING 6/5/18							
ACCOUNT TOTAL							1,231.63	.00	1,231.63
FUND TOTAL							1,231.63	.00	1,231.63
FUND 724 TRUST & AGENCY									
FUND 727 GREENWOOD CEMETERY P-CARE									
FUND 728 FAIRVIEW CEMETERY P-CARE									
FUND 729 HILLSIDE CEMETERY P-CARE									
FUND 790 FLOOD LEVY									
GRAND TOTAL							2,313,534.37	19,273.45	2,294,260.92

