



**AGENDA
CITY OF CEDAR FALLS, IOWA
CITY COUNCIL MEETING
MONDAY, FEBRUARY 04, 2019
7:00 PM AT CITY HALL**

Call to Order by the Mayor

Roll Call

Approval of Minutes

1. Regular Meeting of January 21, 2019.

Agenda Revisions

Old Business

2. Pass Ordinance #2935, amending Section 29-107 of the Code of Ordinances by removing property located to the north of Arbors Drive and west of Richard Road from A-1, Agricultural District, and placing the same in R-1, Residence District, upon its third & final consideration.

New Business

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

3. Receive and file the Committee of the Whole minutes of January 21, 2019 relative to the following items:
 - a) West 1st Street Reconstruction Project Update.
 - b) Amendments to the College Hill Neighborhood Overlay Zoning District.
 - c) Bills & Payroll.
4. Receive and file Departmental Monthly Reports of December 2018.
5. Approve and authorize execution of an Order Accepting Acknowledgment/Settlement Agreement relative to a First Tobacco Violation regarding Up In Smoke, 2218 College Street.
6. Approve the following applications for beer permits and liquor licenses:
 - a) Hy-Vee Gas, 6527 University Avenue, Class C beer - renewal.
 - b) Cottonwood Canyon, 419 Washington Street, Special Class C liquor & outdoor service - renewal.
 - c) Jorgensen Plaza (Table 1912, Diamond Event Center and Gilmore's Pub), 5307 Caraway Lane, Class C liquor & outdoor service - adding Class B wine.

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.)

7. Resolution approving and adopting a job classification for the position of Video Production Specialist in the Information Systems Division.
8. Resolution approving and adopting certain revised Personnel Policies.
9. Resolution approving and authorizing execution of a lease relative to property vacated by the 2008 flood buyout programs.

- [10.](#) Resolution approving and authorizing execution of an Agreement for Storage of Portable Single Classroom Unit with the Cedar Falls Community School District relative to storage of two portable classroom units.
- [11.](#) Resolution approving and authorizing the expenditure of funds for the purchase of furniture from Storey Kenworthy, Kirk Gross and Office Concepts for the Public Safety Facility.
- [12.](#) Resolution approving and authorizing execution of one Owner Purchase Agreement and seven Tenant Purchase Agreements, and approving and accepting two Public Utility Easements, one Owner's Temporary Grading Easement for Construction and one Tenant's Temporary Grading for Construction Easement, in conjunction with the West 1st Street Reconstruction Project.
- [13.](#) Resolution approving and authorizing execution of Supplemental Agreement No. 1 with Snyder & Associates, Inc. relative to the 2017 Levee/Floodwall System Improvements Project.
- [14.](#) Resolution receiving and filing the bids, and approving and accepting the low bid of Peters Construction Corporation, in the amount of \$404,938.53, for the Place to Play Playground Project.
- [15.](#) Resolution receiving and filing the bids, and approving and accepting the low bid of Peterson Contractors, Inc., in the amount of \$4,711,475.14, for the 2019 Street Construction Project.
- [16.](#) Resolution approving and authorizing execution of Supplemental Agreement No. 2 with Snyder & Associates, Inc. relative to 2019 Engineering Services.
- [17.](#) Resolution approving the closure of the Housing Choice Voucher (HCV) Program (a/k/a Section 8) Waiting List through July 31, 2019, as recommended by the Housing Commission.
- [18.](#) Resolution approving and authorizing execution of an Addendum to the Preconstruction Agreement for Primary Road Project with the Iowa Department of Transportation relative to the West 1st Street Reconstruction Project.
- [19.](#) Resolution setting February 18, 2019 as the date of public hearing on the proposed FY20 Budget for the City of Cedar Falls.
- [20.](#) Resolution setting February 18, 2019 as the date of public hearing on proposed amendments to Chapter 29, Zoning, of the Code of Ordinances relative to the College Hill Neighborhood Overlay Zoning District.
- [21.](#) Resolution setting March 4, 2019 as the date of public hearing on a proposal to undertake a public improvement project for the Ridgeway Avenue Reconstruction Project and to authorize acquisition of private property for said project.

Allow Bills and Payroll

22. Allow Bills and Payroll of February 4, 2019.

City Council Referrals

City Council Updates

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

Adjournment

**CITY HALL
CEDAR FALLS, IOWA, JANUARY 21, 2019
REGULAR MEETING, CITY COUNCIL
MAYOR JAMES P. BROWN PRESIDING**

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

- 52160 - It was moved by Miller and seconded by Green that the minutes of the Regular Meeting of January 7, 2019 be approved as presented and ordered of record. Motion carried unanimously.
- 52161 - Mayor Brown announced that in accordance with the public notice of January 9, 2019, this was the time and place for a public hearing on the proposed FY2019-FY2024 Capital Improvements Program (CIP). It was then moved by Wieland and seconded by Green that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 52162 - The Mayor then asked if there were any written communications filed to the proposed Capital Improvements Program. Upon being advised that there was one written communication on file, the Mayor then called for oral comments. Finance and Business Operations Director Rodenbeck commented briefly. There being no one else present wishing to speak either for or against the proposed Capital Improvements Program, the Mayor declared the hearing closed and passed to the next order of business.
- 52163 - It was moved by Kruse and seconded by Darrah that Resolution #21,399, approving and adopting the FY2019-FY2024 Capital Improvements Program (CIP), be adopted. Following questions by Councilmembers deBuhr and Darrah and responses by Finance and Business Operations Director Rodenbeck, Community Development Director Sheetz and City Administrator Gaines, 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 #21,399 duly passed and adopted.
- 52164 - It was moved by Green and seconded by Wieland that Resolution #21,400, declaring an official intent under Treasury Regulation 1.150-2 to issue debt to reimburse the City for certain original expenditures paid in connection with specified projects, be adopted. Following a clarification by Finance and Business Operations Director Rodenbeck, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,400 duly passed and adopted.
- 52165 - Mayor Brown announced that in accordance with the public notice of January 11, 2019, this was the time and place for a public hearing on the proposed plans, specifications, form of contract & estimate of cost for the Place to Play

Playground Project. It was then moved by Wieland and seconded by deBuhr that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

- 52166 - The Mayor then asked if there were any written communications filed to the proposed plans, etc. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Municipal Operations and Programs Director Ripplinger 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.
- 51967 - It was moved by Blanford and seconded by Darrah that Resolution #21,401, approving and adopting the plans, specifications, form of contract & estimate of cost for the Place to Play Playground 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 #21,401 duly passed and adopted.
- 52168 - Mayor Brown announced that in accordance with the public notice of January 11, 2019, this was the time and place for a public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2019 Street Construction Project. It was then moved by Green and seconded by Miller that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 52169 - The Mayor then asked if there were any written communications filed to the proposed plans, etc. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Principal Engineer Schrage provided a brief explanation and responded to questions by Councilmembers Blanford and Kruse. 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.
- 52170 - It was moved by Darrah and seconded by Kruse that Resolution #21,402, approving and adopting the plans, specifications, form of contract & estimate of cost for the 2019 Street Construction 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 #21,402 duly passed and adopted.
- 52171 - It was moved by deBuhr and seconded by Wieland that Ordinance #2935, amending Section 29-107 of the Code of Ordinances by removing property located to the north of Arbors Drive and west of Richard Road from A-1, Agricultural District, and placing the same in R-1, Residence 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.

- 52172 - It was moved by Miller and seconded by Darrah that the following items and recommendations on the Consent Calendar be received, filed and approved:

Receive and file the resignation of Robert Frederick as a member of the Civil Service Commission.

Receive and file the Committee of the Whole minutes of January 7, 2019 relative to the following items:

- a) FY19-24 Capital Improvements Program (CIP) - Joint Meeting with Planning & Zoning Commission.
- b) Bills & Payroll.

Receive and file communications from the Civil Service Commission relative to certified lists for the following positions:

- a) Civil Engineer I.
- b) Public Works & Parks Supervisor.

Approve the following applications for beer permits and liquor licenses:

- a) Panchero's Mexican Grill, 6421 University Avenue, Class B beer - renewal.
- b) Hy-Vee Tasting Room, 6301 University Avenue, Special Class C liquor - renewal.
- c) Fraternal Order of Eagles, 2125 West Lone Tree Road, Class C liquor & outdoor service - renewal.

Motion carried unanimously.

- 52173 - It was moved by Green and seconded by Kruse that the following resolutions be introduced and adopted:

Resolution #21,403, approving and authorizing execution of two leases relative to property vacated by the 2008 flood buyout programs.

Resolution #21,404, approving and authorizing execution of two Owner Purchase Agreements and one Tenant Purchase Agreement, and approving and accepting two Owner's Temporary Grading Easements for Construction, in conjunction with the West 1st Street Reconstruction Project.

Resolution #21,405, approving and accepting a Warranty Deed for the purchase of 73.65 acres, more or less, of real estate owned by Artesian Earthworks, LLC relative to expansion of the West Viking Road Industrial Park.

Resolution #21,406, approving and accepting a Warranty Deed for the purchase of 126.07 acres, more or less, of real estate owned by Lois Rieger, John Rieger, Rick Rieger and Steven Rieger relative to expansion of the West Viking Road Industrial Park.

Resolution #21,407, supporting a Workforce Housing Tax Incentive Program (WHTIP) application to be submitted to the Iowa Economic Development Authority, and supporting the contract with State Street Mixed Use II LC.

Resolution #21,408, setting February 18, 2019 as the date of public hearing on a proposal to undertake a public improvement project for the Walnut Street Box Culvert Replacement - University Branch of Dry Run Creek Project and to authorize acquisition of private property for said project.

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 #21,403 through #21,408 duly passed and adopted.

52174 - It was moved by Kruse and seconded by Wieland that the bills and payroll of January 21, 2019 be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.

52175 - Councilmember Kruse commented about his snow plow ride along experience and expressed appreciation to the Public Works & Parks Division on their work.

On behalf of Black Hawk County Health, Councilmember Green announced the Cedar Falls Recreation Center will have Radon Testing Kits available for \$10 on January 23rd from 11am-1pm for Radon Awareness Month.

Northern Iowa Student Liaison Jacob Madden made a statement on behalf of the Northern Iowa Student Government recognizing Martin Luther King Jr. Day and the University Service and Leadership Council, along with 650 volunteers, that packaged 20,000+ backpacks of food supplies for the Northeast Iowa Food Bank.

52176 - It was moved by Kruse and seconded by Green to adjourn to Executive Session to discuss Collective Bargaining per Iowa Code Section 20.17(3), following Public Forum. Upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.

The City Council adjourned to Executive Session at 7:22 P.M.

Mayor Brown reconvened the Council Meeting at 7:31 P.M. and stated that Collective Bargaining had been discussed but that no further action was required at this time.

52177 - It was moved by Miller and seconded by Darrah that the meeting be adjourned at 7:32 P.M. Motion carried unanimously.

Jacqueline Danielsen, MMC, City Clerk

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

ORDINANCE NO. 2935

AN ORDINANCE REPEALING SECTION 29-107, DISTRICT BOUNDARIES OF DIVISION I GENERALLY OF ARTICLE III DISTRICTS AND DISTRICT REGULATIONS OF CHAPTER TWENTY-NINE (29) ZONING, OF THE CODE OF ORDINANCES, OF THE CITY OF CEDAR FALLS, IOWA, AND RE-ENACTING SAID SECTION 29-107 OF SAID ORDINANCE, AS AMENDED, SO AS TO APPLY AND INCLUDE TO THE CHANGE IN THE ZONING MAP OF THE CITY OF CEDAR FALLS, IOWA, AS PROVIDED BY THIS ORDINANCE

WHEREAS, the applicant, Panther Farms LLC, has requested a rezoning of 40.62 acres of land located at the north end of Arbors Drive and the west end of Richard Road in Cedar Falls, Iowa from A-1(Agricultural) to R-1 (Residence); and

WHEREAS, the Comprehensive Plan indicates that this property is designated for future Low Density Residential and Greenways/Floodplain; and

WHEREAS, the City Planning and Zoning Commission of the City of Cedar Falls, Iowa, has recommended approval to the City Council of the City of Cedar Falls, Iowa, to amend said Ordinance by removing the following described real estate from A-1, Agricultural District, and placing the same in the R-1, Residence District, as follows:

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27 AND THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, ALL IN TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5th P.M., CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27; THENCE, S89°56'37"W 1330.50' ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27 TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 27; THENCE, N0°00'46"E 968.98'

ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27; THENCE, N50°17'38"E 537.79'; THENCE, N50°13'16"E 301.37'; THENCE, NORTHEASTERLY 290.97' ALONG THE ARC OF A 500.00' RADIUS CURVE, CONCAVE SOUTHEASTERLY, HAVING A CHORD BEARING OF N66°54'44"E AND A CHORD DISTANCE OF 286.88'; THENCE, N83°35'00"E 45.01'; THENCE, S0°11'02"E 339.85'; THENCE, N89°53'10"E 375.31' TO A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27; THENCE, S0°00'14"W 1282.49' ALONG SAID EAST LINE TO THE POINT OF BEGINNING, CONTAINING 40.62 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY

And

WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it to the best interests of the City of Cedar Falls, Iowa, that said proposal be made and approved; and

WHEREAS, the said Section 29-107, District Boundaries of Division I, Generally, of Article III, Districts and District Regulations, of Chapter Twenty-nine (29), Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, provides that the zoning map of the City of Cedar Falls, Iowa, attached thereto, is incorporated into and made a part of said Ordinance;

WHEREAS, notice of public hearing has been published, as provided by law, and such hearing held on the proposed amendment; now, therefore,

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

Section 1. That the following described real estate:

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27 AND THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, ALL IN TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5th P.M., CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27; THENCE, S89°56'37"W 1330.50' ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27 TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 27; THENCE, N0°00'46"E 968.98' ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27; THENCE, N50°17'38"E 537.79'; THENCE, N50°13'16"E 301.37'; THENCE, NORTHEASTERLY 290.97' ALONG THE ARC OF A 500.00' RADIUS CURVE,

CONCAVE SOUTHEASTERLY, HAVING A CHORD BEARING OF N66°54'44"E AND A CHORD DISTANCE OF 286.88'; THENCE, N83°35'00"E 45.01'; THENCE, S0°11'02"E 339.85'; THENCE, N89°53'10"E 375.31' TO A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27; THENCE, S0°00'14"W 1282.49' ALONG SAID EAST LINE TO THE POINT OF BEGINNING, CONTAINING 40.62 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY

Be and the same is hereby removed from the A-1, Agricultural District and added to the R-1, Residence District.

Section 2. That the zoning map of the City of Cedar Falls, Iowa, be and the same is hereby amended to show the property described in Section 1, above, as now being in R-1, Residence District, and the amended map is hereby ordained to be the zoning map of the City of Cedar Falls, Iowa, as amended.

Section 3. That said Section 29-107, District Boundaries of Division I, Generally, of Article III, Districts and District Regulations, of Chapter Twenty-nine (29), Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, be and the same is hereby repealed and hereby re-enacted in the identical language as the same now is, in order that the same shall apply to and include the change hereby made in the zoning map of the City of Cedar Falls, Iowa.

INTRODUCED: _____ January 7, 2019

PASSED 1ST CONSIDERATION: _____ January 7, 2019

PASSED 2ND CONSIDERATION: _____ January 21, 2019

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

COMMITTEE OF THE WHOLE

City Hall – Council Chambers

January 21, 2019

The Committee of the Whole met in the Council Chambers at 5:45 p.m. on January 21, 2019, with the following Committee persons in attendance: Mayor Jim Brown, Tom Blanford, Frank Darrah, Susan deBuhr, Rob Green, Daryl Kruse, Mark Miller, and David Wieland. Staff members attended from all City Departments. John Haldeman from Snyder and Associates, Tom Nelson with the *Waterloo Courier*, and other members of the community also attended.

Mayor Brown called the meeting to order and introduced the first item on the agenda, West 1st Street Reconstruction Project Update. David Sturch, Planner III, stated this bid letting for this project will be next month and he introduced John Haldeman from Snyder and Associates. Mr. Haldeman stated this project design started in 2013. He reviewed the project design noting public utilities will be updated during the project and overhead lines will be relocated to a joint utility trench. He also stated the railroad crossing in the 600 block on 1st Street will be reconstructed. Mr. Haldeman stated the project will be completed in three phases; (1) Walnut to Franklin (CY2019); (2) Walnut to Francis (CY2020); and (3) Francis to West Hudson Road (CY2021). He explained there is a bonus to the contractor if deadlines are met each season of construction. He stated there will be one bid letting and one contractor for all three phases of construction. He reviewed design configuration. He reviewed the bid letting calendar and stated public information meetings will be held. Mayor Brown opened it up for discussion. Staff stated project updates will be on the City's website.

Mayor Brown introduced the second item on the agenda Amendments to the College Hill Neighborhood Overlay Zoning District. Karen Howard, Planning and Community Development Manager stated limited code amendments are being developed, which will define and establish design and parking standards for mixed use buildings in the College Hill Business District. She stated the parking would be defined as one stall per bedroom for dwelling units in mixed-use buildings and for consistency purposes, also for multiple dwelling buildings in the College Hill Overlay District, along with some clean-up of terms. She stated a public hearing will be scheduled for the February 18 Council meeting. Mayor Brown opened it up for discussion. Council discussed a requirement for visitor parking, and a parking study. Jennifer Rodenbeck, Director Finance and Business Operations stated a parking study should be completed prior for College Hill prior to the end of the University's term in May. Ms. Howard noted that the amendments are necessary to clarify vague language in the code that is hampering development of mixed-use buildings in the College Hill business district and that there is an application for site plan approval of a mixed use building that is currently being deferred at the Planning and Zoning Commission until these amendments are considered by Council.

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

There being no further discussion, Mayor Brown adjourned the meeting at 6:40 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer

CITY OF CEDAR FALLS

DEPARTMENTAL MONTHLY REPORTS



December 2018

DECEMBER 2018 MONTHLY REPORTS

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**Finance & Business Operations
Financial Services
December 2018**

Financial Reports

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

Cash Management

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

Treasury

The Finance Division 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 \$102,409,500 invested in CD's and \$2,300,000 in a liquid money market.

<u>Investments</u>	<u>Transactions</u>	<u>Amount</u>
CD's Matured	1	\$4,000,000.00
CD's Purchased	0	\$0.00
PFMM Deposit	0	\$0.00
PFMM Withdrawal	0	\$0.00
CD/Investment Interest		\$87,942.01

FY19 Budget

A preliminary budget amendment to the FY19 Budget is necessary. The certification resolution was published December 19, 2018 and the public hearing is set for January 7, 2019.

FY20 Capital Improvements Plan

Staff has been working on developing the CIP based on priorities discussed at the Council goal setting. The CIP will be presented to the City Council and P&Z on January 7th. The public hearing will be set for January 21st.

FY20 Budget

During December, preliminary budget expenditures and revenues began to be compiled and balanced. In addition, work began in computing the projected expenditures and revenues for all funds incorporated in the three-year plan for FY21 and FY22 and the financial impact statement. The budget will be presented to the Mayor and City Council in January/February, with a public hearing planned for February/March.

Federal Grant Programs

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

Miscellaneous Financial Activities

1. We continued to monitor the grant accounts for all departments to ensure that expenditures do not exceed revenues for each grant.
2. The Special Assessment Receivables were updated.
3. The semi-monthly sales tax report was 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 December, 46 payroll checks and 685 direct deposits were processed.
5. Capital asset additions were monitored during the month.
6. Accounts receivable were processed and 167 invoices were mailed out to customers.
7. 1,435 transactions for accounts payable were processed and approved by the City Council for payment and 488 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.

Benefit & Compensation Activities

1. A mid-year FY19 health fund report and FY20 health plan projections were received from Gallagher Benefit Services.
2. Staff entered and finalized 2019 cafeteria plan enrollment.
3. Wellmark provided health plan renewal numbers will be provided in December 2018 with final numbers to be presented in the spring of 2019.
4. The Wellness Committee met 12/19/18 to wrap up the "Give Thanks: Gratitude Attitude Challenge" and begin preparation for "Rest More: Seize the Zzzz" challenge to begin in January. Mayor Brown selected 5 random winners from the 68 people that completed the challenge to receive gift cards.
5. New health, dental, and long-term disability plan booklets were distributed during December to employees enrolled in those plans.
6. A draft request for proposal ("RFP") has been started as the City potentially looks for a new benefits consultant.

Civil Service Commission & Employment Related Activities

1. Staff provided follow up to the November 28 Civil Service meeting and prepared for the December 12 and 19 meetings.
2. Recruitment, testing preparations, testing, list certification, backgrounds, physicals, employment offer or promotional letters, new hire meetings, departure processing, or job classification processing took place for the following FT positions: Administrative Assistant, City Engineer, Civil Engineer I & II, Code Enforcement Officer, Firefighter, Land Surveyor, Library Administrative Assistant and Director, Maintenance Workers, Planner II, Police Officer, Principal Engineer, Public Safety Officer (and related requests for information), Public Works & Parks Supervisor, Senior Groundskeeper, Video Production Assistant, and Wastewater Treatment Plant Operator I; PT positions: CSO, Engineering Interns, Library Intern and Shelver, Office Assistant (V&T), Production Assistant, Reserve Police Officer, and seasonal and Intern positions in the Municipal Operations & Programs Department.

Miscellaneous Personnel Activities

1. Staff continued group benefits training and transition of items to the City's Accountant.
2. Staff attended safety training provided by Gallagher Benefit Services.
3. Updated non-union job classifications included in the recent pay plan study were finalized and adopted by City Council.
4. Conflict of interest memos and forms were distributed to full-time and permanent part-time employees and elected officials. Forms are due back from supervisors in early January.
5. Staff has been working with the pay plan consultant to review the current merit evaluation form. The new form will be presented to employees in January.

**Finance and Business Operations
Information Systems Division
Monthly Report December 2018**

Software Purchase/Installation/Upgrade Activities

- Software installations included:
 - DS Control point camera software was installed on a PC in Investigations.
 - CIMS software was installed on the Duke Young Room PC.
 - The Max Galaxy training database was updated.
- Upgrades:
 - Cable TV Upgraded Mediacom content to HD, then down convert the signal to Mediacom. This reduces render times and production because we can now use one single file for both Mediacom and CFU programming, rather than rendering HD and SD files from each show.

Equipment Purchase/Installation/Upgrade Activities

- Equipment purchases included:
 - 12 USB flash drives for Investigations.
 - 6 25' network cables
 - 6 power strips were purchased for inventory.
 - HP ProBook for Director of Planning
 - HP Docking Station
 - CableTV Purchased and installed new Lab-Vault HD in the studio for more reliable recordings from our Tricaster for Live events, such as City Council, Planning & Zoning, School Board and studio shows.
- Equipment installations included:
 - A standing workstation was put in at the Battalion Chief's desk, at Fire.
 - A card printer was hooked up in Cable TV for ID badge printing.
 - A 4 TB hard drive was installed in a Cable TV editing PC for additional storage.
 - Installed mini PC in North Conference Room
 - Installed mini PC in Mayor's Conference Room
 - Replaced Mayor's old keyboard with a new one
 - UPS installed at Transfer Station
 - Installed wireless mouse/keyboard and conference room pointers at each Conference Room
 - Installed an Intern PC at Recreation Center
 - Replaced toner on printer by Shane's office

Project and Assistance Activities

- Agenda management software replacement
 - Loaded all historical data for the calendar year 2018 into Municode.
 - Terminated maintenance agreement with Hyland Software for SIRE.
 - Updated website for watching Channel 15 live and historical agendas, minutes, packets and videos for public access.
 - Watched training video for voting module.
- Replacement Phone System
 - Sent RFP out to 7 vendors, and published on website.
 - Held site survey visits with vendors and prepared a Q&A document to be sent out the first week of January
 - Took inventory of existing phones and phone lines for RFP.
- Mobile Application
 - Purchased CivicPlus Mobile
 - Developed Implementation Team
 - Researched Other City's Mobile App
- Graphic design projects for the month included:
 - Hearst Center: exhibit promo materials, miscellaneous posters, miscellaneous printing
 - Tourism: misc. printing, file touch ups, ads, facility inserts for guide
 - Rec Center: class promos, and logo file update
 - Other: website maintenance, PSS Facebook page, business cards, misc. printing and trimming, Cable TV slides, miscellaneous design support, logo files updates for PS, Currents
- Assistance Activities:
 - The switch port, which the Hearst Center multi-tech box resides on, needed to be configured for voice access only. This was done in order to allow the phone to ring into the police department in the event of a problem.
 - Fiber connections were traced, at the Public Works Bluff Street site, in order to troubleshoot network connectivity errors.
 - A new HDMI cable was run through the floor, ceiling and wall of the North Conference Room in order to connect a mini PC to the TV without exposed wires.
 - Several IBM Lenovo PC's were imaged and taken to Public Works for disaster recovery PC's.
 - Installed Malwarebytes on all PCs (non-Windows 10 machines)
 - Set up projector at Community Center for Downtown Parking Survey
 - Added more instructions to the Conference Room binders (user's signing off account)

- Set up GPO regarding computer screen lock out after 10 minutes of inactivity for Finance and Information Systems Departments
- 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

- The Lanlink database was compacted and repaired to troubleshoot issues with random error messages.
- A network port was disabled, for security reasons in the Traffic Operations Supervisor's office, after plugging in a piece of traffic equipment. The port was again enabled and he was informed of why this happened.
- Reprogramming needed to be done on our Tourism credit card machine in order to allow debit cards to be run as credit.
- Deb from Visitor Center had issues with printer going offline – cleared que and restarted printer
- Fixed printer in police vehicle
- Performed troubleshooting on Public Safety PC Media Windows player had to installed Nextiva Codec
- Solved issues with document not updating with correct date
- Installed .NET Framework on Dustin's laptop to install another program
- Tourism had issues with intern pc running slow – disc cleanup, updates, uninstalled malwarebytes, ran defragment
- Engineering had issues with a machine running slow – ran disk cleanup

- Maintenance had issues with PC running slow – disk cleanup, windows updates, removed couple programs, ran disk defrag, installed and ran Malwarebytes, restarted PC (ran more updates)
- Showed user how to create and pin documents in Excel/Word
- Changed com ports on Water Rec PC so alarm system would work via HyperTerminal

Equipment Repair Activities

- Swapped out PC at Water Rec – bad motherboard
- A UPS was replaced at the Transfer Station due to constant beeping.
- A faulty monitor was replaced in the Traffic Operations Supervisor's office.
- A power supply was replaced in a Cable TV storage machine due to loud fan noise.

Channel 15 Programming Activities

Televised live programs from City Hall:

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

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

Regular production included:

- Produced 3 City News shows
- Produced 3 CF Boys Basketball games
 - Bolingbrook
 - Summit Christian Academy
 - Waterloo East
- Produced 1 CF Girls Basketball game
 - Waterloo West
- Recorded OSHA Training
- Produced video on upcoming Ice Harvest Festival for Historical Society
- Aired 4 new Panther Sports Talk shows
- Aired 4 new Fight for Iowa shows
- Shot head shots for CF Women's Basketball
- Shot head shots for Cedar Falls Wrestling
- Shot drone footage of river dye test for Waste Water
- Produced one hour City News "Year in Review" show
- Produced Holiday Hoopla recap show
- Produced 2 Holiday Hoopla commercials
- Built graphics for Panther Sports Network basketball season

City News

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

- Holiday Hoopla Reindeer Games
- Holiday Hoopla Breakfast at the North Pole
- Black Hawk County Gaming Association grants awarded
- Recycling Tips with Doyle Smith
- Sports: Jerry Slykhuis Showcase Preview
- Holiday Hoopla Jingle and Mingle on Main
- Holiday Hoopla Frosty 5K Run
- Downtown Parking Study meeting
- Ice Harvest Festival preview
- Winter Ordinances
- Public Safety Building Update

Geographical Information Systems (GIS)

- Projects:
 - Updated urban renewal areas approved by council
 - Updated sanitary infrastructure for Island Park
 - Met with Parks staff to create new layers for trees, irrigation, benches and other park infrastructure
 - Met with IDNR to discuss schedule and process moving forward on preliminary flood hazard zone updates
 - Collected top of levee elevations for Engineering
 - Created report and map for Code Enforcement rental paving inspections
 - Began long-term project to inventory, scan and geo-rectify historical aerial imagery for the city
- Web & Database:
 - Geocoded address list for Planning/CE for rental paving inspections
 - Created new layer referencing existing topo grid for Engineering
 - Created new layer for memorial bench locations for Parks
 - Created new layer for irrigation/private water supplies for Parks
 - Created new layers for soils and wetlands
 - Setup Snyder & Associates with access to city GIS web application
 - Added attachment table to sanitary mains for Water Rec
 - Updated sewer tap locations for Algonquin & Minnetonka for Water Rec
 - Converted CAD drawings for P/Z & Council exhibits
 - Updated cemetery information from CIMS into SQL
 - Updated rental information from Firehouse into SQL
 - Updated building permits from LAMA into SQL

- Data Requests:
 - Researched population and housing units in the North Cedar area for the 2000 and 2010 census to fulfill a public request
 - Provided aerial & LiDAR data to CGA for a stormwater study at Lakeshore & Lilliput
 - Provided aerial data to Foth for the Hwy 58 & Ridgeway area
 - Provided aerial data to Riverwise for the Cedar River bank improvements project
 - Provided aerial & LiDAR data to Invision Architects for a project affiliated with the college hill partnership
- Maps:
 - Created map for Lakeshore Dr exhibit for Engineering
 - Created map for the Cedar Heights Traffic Study locations
 - Created map for 2001 Merner Ave for Oakridge Relators
 - Created maps updating Industrial Park expansions
 - Created map for a downtown parking study
 - Created map for rental paving enforcement
 - Created maps for W 1st property acquisition
 - Created map showing all Urban Renewal Areas
 - Created map showing priority buyout properties
 - Provided maps for new addresses issued:
- Field work:
 - Collected 123 survey-grade GPS positions on sanitary and storm sewer infrastructure

Training and Staff Activities

- OSHA safety training was attended in the Council Chambers.
- Met with our US Cellular sales rep about unlimited data plan options for first responders, and their solution for toughbooks/tablets, discussed Apple Mobile Device Management Solutions.
- A wellness meeting was attended in the Mayor's conference room.
- Cable TV staff Met with Jim Sprau of the Cedar Falls School Foundation
- Cable TV staff Met with Mike Butler and Tom Hagarty about future Veterans of the Cedar Valley shows
- Cable TV staff Met with Roy Justis about future Serving the Valley shows
- Accepted resignation of part-time production assistant, Tyler Ritchey. Tyler has worked for us on all of our recent high school productions and produced content for both Sports Talk and Arts Overlook. Tyler has accepted a full-time position at Mudd Advertising.
- Jordan Rottinghaus has accepted a full-time at KWWL, but will continue to anchor City News for us in the short term.

- Accepted the resignation of part-time production assistant, Christian Stow. Chris has been working us part-time while maintaining full-time employment at KWWL. He will continue to work for our department as a contractor.
- Assisted city of Waterloo with implementation of their GIS enterprise installation
- GIS Analyst Trained 2 engineering techs on operation of GNSS equipment
- GIS Analyst Trained new Code Enforcement officer on using GIS web application
- GIS Analyst Received training on setting up users/folder on the city FTP site
- GIS Analyst Completed initial NCIC training certification
- Worked with GIS Intern to map platted easements and setbacks
- Checked GIS Intern's work for completeness and accuracy
- Attended a demo for police scheduling software, discussed implementation plans.
- Manager attended Cedar Valley Leadership Institute

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

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

1. **Traffic Court:**

City Cases Filed: 148 (this number includes both City and State tickets)

Cases Set: 5

Trials Held: 2

2. **Code Enforcement:** Attend trial on cruelty to animals case; attention to various Orders re: appeal of junk vehicles ticket; and review materials on two new tobacco violations.

3. **Miscellaneous:** Settlement negotiations on MIP defendant who requested jury trial.

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 on Civil Service Commission issues

5. **RISK MANAGEMENT/CLAIMS:**

- a) Attend Risk Management Committee Meeting; provide input
- b) Update/consult with and prepare City Staff regarding pending claims/litigation, including:
 - i. workers compensation
 - ii. personal injury
 - iii. property damage
- c) Review and approve outside counsel legal fees and expenses for payment
- d) Contacts with outside legal counsel monitoring and advising on pending litigation involving the City
- e) Attention to remaining claims – University Avenue Reconstruction, Phase II
- f) Attention to Ridges detention facility litigation

6. **CONTRACTS/AGREEMENTS:**
 - a) Advise & Drafting – Hawkeye Hotels lease
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
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) Continued attention to property acquisitions; draft Deeds condemnations — West 1st Street
 - f) Drafting of responses – IPIB complaint
 - g) Review, Advise & Drafting—Personnel Policy updates
 - h) Additional work on Recodification
 - i) Attention to Health Plan Summary Plan Description changes
 - j) Advise on conflict of interest issues
 - k) Work on property acquisitions
 - l) Draft conveyance documents—2016 FEMA flood buyout

REPORT FROM COLLEEN SOLE, PERSONNEL SPECIALIST:

10. **Risk Management/ Workers' Compensation/ Property/Liability Claims:**
 - a) The Risk Management Committee met December 19, 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) Review of current TPA services.
 - c) Review contracts and certificates of insurance; working with legal counsel and conferring with Arthur J. Gallagher and contractor's agents.
 - d) Special Events: review trails and parks rental agreements and insurance.
 - e) Review and process outside legal counsel fees.
 - f) Review and process claim fees and associated billing.
 - g) Claims processing: worker's compensation, 411, liability, and property; work with contracted TPA Service, and work with outside legal counsel on litigation.
 - h) Review and process unemployment claims; unemployment hearings.
 - i) OSHA training and Office staff training conducted by Chuck Goodman, Loss Control Consultant with Arthur J. Gallagher.

11. **Personnel**

- a) Work with departments and legal counsel on disciplinary matters.
- b) Work with departments and legal counsel on various personnel issues.
- c) Review and process medical billing for pre and post-employment matters.
- d) Review of Personnel Policies with Personnel staff.
- e) Process FMLA leave and monitor non-FMLA leaves of absence.
- f) Review and advise employees on personnel policy.
- g) Random Drug and Alcohol screens held for drivers holding the Commercial Driver's License designation.
- h) Attended CVSHRM meeting on Inclusion

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

- a) Human Rights Commission presented the FY18 Annual Report to the City Council at the December 17, City Council meeting.
- b) Four current active cases; working with ICRC toward completion of claim. Work with citizens submissions to ICRC and mediate discrimination discussions with local entity.
- c) Process complaints, provide support to citizen's jurisdictional questions, and provide staff support to Commissioners.
- d) Provided a presentation on Human and Civil Rights to the Greater Cedar Valley Chamber Bus Tour.
- e) Provided an interactive presentation on Human vs. Civil Rights to students at Expo High School

**FINANCE & BUSINESS OPERATIONS
PUBLIC RECORDS
DECEMBER 2018**

Public Records Activity

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

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

City Council adopted thirty-four (34) resolutions during the month; staff drafted thirty-one (31) of these resolutions.

Issued the following:

- 1 Business License
- 0 Sidewalk Café permits
- 103 Pet licenses
- 31 Annual "Paw Park" permits
- 4 Cemetery Interment Rights Certificates

Issued the following Parking Permits:

- 12 Monthly Lot
- 14 Annual Lot
- 11 Annual Senior
- 40 Monthly Construction
- 6 Daily/Guest
- 0 Annual Dumpster

Processed (11) liquor licenses and (1) beer permit.

Recorded (23) documents with the County Recorder and filed (2) urban renewal plan amendments with the County Auditor.

Satisfied (8) requests for public records and responded to (1) request/concern received thru the City's on-line Service Request feature.

Reviewed application materials and surveys of applicants interested in a vacant Administrative Assistant position, and interviewed four candidates.

Drafted and submitted the annual City Government Officials listing for the Code of Ordinances.

Attended planning meetings to facilitate incorporation of the rental inspection process into the City's Land Management System (LAMA).

Attended webinar to review and discuss potential implementation of the Municode Meeting and Voting module for City Council and Planning & Zoning Commission members.

Staff attended in-house safety training for Lifting/Back safety, Ergonomics, and Preventing strains, sprains, slips, trips and falls.

The unemployment rates for the month of October 2018 were 1.9% for the Waterloo-Cedar Falls Metropolitan Area, 2.4% in Iowa and 3.7% in the U.S.

Document Imaging completed

- 19 – Employee performance evaluations.
- 6 – Employee documents/personnel files.
- 49 – Miscellaneous boards, commissions & committees meeting materials.
- 47 – City Council Resolutions (#21,304-#21,350)
- 1 – City Council meeting file.
- 75 – Legal files (Attorney Moore).

Parking Enforcement

- 781 – Parking citations issued.
- \$ 796.00 – Citations paid.

Parking Collection Efforts

- \$ 620.00 – Collections from delinquent parking accounts.
- \$ 450.00 – Vehicle immobilizations (9 vehicles).

Facilitated and hosted a Downtown Parking Study Public Presentation & Workshop on December 5th at the Cedar Falls Community Center where the consultant presented initial findings and observations, and collected input from stakeholders.

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

Library Activity

Usage Statistics	October 2018	November 2018	November 2017
Customer Count	17,555	15,904*	17,874
Circulation	35,390	33,842	34,622
Ebooks, emagazines, and streamed videos	4,383	4,247	3,594
Downloaded music	1663	1,552	1,690
Reference Service	2,201	1,824	2,075
Items Added	661	889	886
Event Attendance	1,909	2,668	2,523
Computer & Wi-fi Usage	3,235	3,066	4,167

*Door counter was not working the entire month

Special events in December included the following:

- Teen nights every other Friday evening after closing
- Holiday teen Minecraft
- Writers of the Cedar Valley
- Youth department puppet show
- Youth Gingerbread Jamboree
- Reading Pals, a program for kindergarten through 3rd graders to improve their reading fluency by practicing reading to a dog with Cedar Valley Pet Pals.
- Teen book club
- Youth book clubs for 3rd-4th graders, 5th-6th graders, and junior high school students.
- Cultural Literacy Series: Holiday Help for the Grieving
- Board game Saturday with the Friendly Meeple
- Friends book discussions

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

The Friends book discussions included *Death by Eggnog* by Alex Erickson and *Rules of Civility* by Amor Towles.

Community Center: In addition to regular weekly events for seniors, such as ceramics, cards, billiards, functional fitness sessions, and music, the Center also hosted rentals for bridge, Santa's Breakfast, Pop-Up Studio for Health, the City Parking Study meeting, Radiance Chiropractic Ladies' Night, a birthday party, Entertainment at the Center, a holiday party, a Christmas craft afternoon, and stamp club.

**ENGINEERING DIVISION
PROJECT MONTHLY REPORT - December 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
Walnut Street Box Culvert	Box Culvert	Preliminary Design	\$750,000	Engineering Division TBD
Cedar Heights Drive Reconstruction	Street Repair	RFP for Consultant	\$6,000,000	Engineering Division
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
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	Final Out Remains	\$3,500,000	Engineering Division Foth
W. 1st Street Reconstruction	Reconstruction	Final Design	\$6,500,000	Engineering Division Snyder & Associates

**ENGINEERING DIVISION
SUBDIVISION MONTHLY REPORT - December 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	Final Out Remains	-----	Cedar Falls Schools Hall and Hall
Park Ridge Estates	New Subdivision	Under Review		Brian Wingert CGA
Prairie Winds 4th Addition	New Subdivision	Construction Underway	-----	Brian Wingert CGA
Prairie Winds 5th Addition	New Subdivision	Under Review	-----	Brian Wingert CGA
River Place Addition	New Subdivision	Construction Underway	-----	Kittrell/AECOM
Sands Addition	New Subdivision	Construction Underway	-----	Jim Sands/VJ
The Arbors Fourth Addition	New Subdivision	Under Review	-----	Skogman/CGA
Western Homes 7th Addition	New Subdivision	Under Review - Grading Approved	-----	Claassen
Wild Horse 4th Addition	New Subdivision	Under Construction	-----	Skogman/CGA

ENGINEERING DIVISION
COMMERCIAL CONSTRUCTION MONTHLY REPORT - December 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
Victory Motors Building Remodel	5312 University Avenue	-----	-----	All Seasons Construction	Active
Viking Pump Building Addition	715 Viking Road	-----	-----	Cardinal Construction	Active
Wayson Chiropractic	4615 Chadwick Road	Under Construction	Approved		-----
Willow Falls Addition	Bluegrass Circle	Under Construction	Approved	VJ Engineering Brent Dahlstrom	
N. Cedar Elementary School		Approved	Approved	Brain Engineering	
Western Home 7th Addition	Under Construction	Approved		Lockard Development	Active
Standard Distributing Co. Building Addition	317 Savannah Park Road	Approved	Approved	Casady Engineering, Inc.	Active
Henry Property	Ridgeway Ave.	Under Review	Under Review		Active

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

<i>Project</i>	<i>Description</i>	<i>SWPPP Status</i>	<i>Detention Calcs Status</i>	<i>Developer/ Engineer</i>	<i>Project Status</i>
Redeemer Church	815 Orchard Drive	Approved	Approved	VJ Engineering	Active
200 West 1st Street	200 W. 1st Street	Approved	Approved	Arabella, LLC	Active
Test America	3019 Venture Way	Approved	Approved	FN Investors, LLC	Active
Threads	6601 Development Dr.	Approved	Approved	ACOH, LLC	Active
Rabo Agrifinance	1402 Technology Pkwy.	Under Review	Under Review	Fehr Graham Engineering	Active
Standard Distribution	1225 Rail Way	Approved	Approved	Fred Rose, LLC	Active
Buckeye Corrugated	2900 Capital Way	Approved	Approved	Fehr Graham Engineering	Active
Lot 5 West Viking Road	3201 Venture Way	Approved	Approved	Skogman/CGA	Active
Fareway Stores	4500 S. Main Street	Approved	Approved	Fareway Stores/ Snyder & Associates, Inc.	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:

Dec-18

Total for Month
Total for Fiscal Year
Total Same Month - LAST YEAR
Total for Fiscal Year - LAST YEAR

\$4,902,880.00
\$50,372,572.00
\$3,072,131.00
\$55,776,530.00

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Single Family New Construction	4	0	\$922,969.00	\$7,819.40	58	0	\$15,516,237.00	\$127,979.80
Multi-Family New Construction								
Res Additions and Alterations	43	0	\$594,279.00	\$8,760.50	591	0	\$5,833,642.00	\$100,856.75
Res Garages	1	0	\$3,500.00	\$125.00	40	0	\$505,225.00	\$9,171.75
Commercial/Industrial New Construction	2	0	\$2,600,000.00	\$13,390.75	7	0	\$17,265,400.00	\$84,688.25
Commercial/Industrial Additions and Alterations	7	0	\$782,132.00	\$6,835.25	65	0	\$11,121,801.00	\$76,136.27
Commercial/Industrial Garages					1	0	\$22,507.00	\$399.00
Churches					1	0	\$3,840.00	\$125.00
Institutional, Schools, Public, and Utility					5	0	\$103,920.00	\$0.00
Agricultural/Vacant								
Plan Review	8	0	\$0.00	\$12,701.00	45	0	\$0.00	\$96,162.25
Total	65	0	\$4,902,880.00	\$49,631.90	813	0	\$50,372,572.00	\$495,519.07

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

Dec-18

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	54	0	\$0.00	\$7,985.30	410	0	\$0.00	\$49,798.50
Mechanical	66	0	\$0.00	\$10,176.25	477	0	\$0.00	\$47,824.50
Plumbing	49	0	\$0.00	\$3,453.00	426	0	\$0.00	\$45,886.50
Refrigeration					2	0	\$0.00	\$310.00
Total	169			\$21,614.55	1315			\$143,819.50

Constractor Registrations	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	1	0	\$0.00	\$150.00	4	0	\$0.00	\$300.00
Mechanical	1	0	\$0.00	\$150.00	5	0	\$0.00	\$600.00
Plumbing	1	0	\$0.00	\$150.00	4	0	\$0.00	\$450.00
Refrigeration								
Total	3			\$450.00	13			\$1,350.00

Building Totals	65	0	\$4,902,880.00	\$49,631.90	813	0	\$50,372,572.00	\$495,519.07
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Grand Total	237	0	\$4,902,880.00	\$71,696.45	2141	0	\$50,372,572.00	\$640,688.57
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PLANNING & COMMUNITY SERVICES DIVISION

MONTHLY REPORT

December 2018

MONTHLY MEETINGS:

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

Owner/Applicant	Project	Request	Action Taken
CV Commercial LLC	College Hill District Design Review – 2119 College Street	Site plan review for a new mixed use building	Defer item to the January 9, 2019 Commission meeting
City of Cedar Falls	College Hill Zoning Code Amendments	Changes to clarify the ordinance and establish parking and building design standards for mixed-use buildings	Continue discussion at the January 9, 2019 Commission meeting

Group Rental Committee – Held a regular meeting on December 18th, 2018.

Zach Buchheit	827 Melrose	New rental for an occupancy of four (4) individuals aged 18 years or older	Approved for an occupancy of four (4) individuals aged 18 years or older
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Board of Rental Housing Appeals – No meeting in December.

Board of Adjustment – No meeting in December.

Other Commissions, Board Meetings & Staff Liaison Responsibilities:

	Date	Notes/Actions
Historic Preservation Commission	12/12/18	Discussed first draft of wild district nomination as well as other ongoing projects. Welcomed new HPC member.
Housing Commission	No Meeting	
Community Main Street Design Committee	12/21/18	Reviewed proposed River Place II mixed-use project (on former Wells Fargo bank site). Decided to set up a special meeting to review more closely on 1/4/19.

Bicycle and Pedestrian Advisory Committee	12/4/18	Bike ordinance review, trail concerns and 2018 annual report.
Metropolitan Transportation Technical Committee	12/13/18	STBG and TAP program timeline, elect 2019 officers.
MET Transit Board	No meeting	
Wellness Committee	No meeting	
North Cedar Neighborhood Association	12/10/18	Update on Center Street trail project. Project underway, but will not be completed until spring 2019. Finishing up items before winter.
College Hill Partnership	12/11/18	Discussed proposed zoning code changes to the College Hill Overlay District to clarify parking requirements and add standards for mixed-use buildings. Board sent a letter of support for the proposed new mixed-use building at 2119 College Street. Also letter to encourage the City Council to move forward as quickly as possible on a parking study for College Hill Business District. Presentation to the Board from the UNI Honors Group regarding bystander training for businesses to help prevent sexual assault.

ECONOMIC DEVELOPMENT:

- Staff selected consultant for the Gibson Property Master Planning Services Project. Project to kick off in January 2019.
- Met with businesses in the Industrial Park to discuss their business operations.
- City Council approved Amendment No. 5 to the Unified Highway 58 Corridor Urban Renewal Plan to add areas of land and to modify existing project budgets.
- City Council approved Amendment No. 5 to the Downtown Urban Renewal Plan to add a project to the plan.
- Working with a company on a potential new building in the Cedar Falls Technology Park.
- Working with a company on a potential new building in the West Viking Road Industrial Park.
- Construction began on a new 18,000 square foot professional office building in the Cedar Falls Technology Park.
- Proposals received for Downtown Visioning & Zoning Code Update and were reviewed and ranked by a staff committee.

PLANNING SERVICES:

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

Number of Rental Inquiries: 10

Types of Questions:

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

CODE ENFORCEMENT:

Number with Cases During Timeframe	23	
Incomplete Cases	15	65.0%
Completed Cases	8	35.0%
		100.0%

Description of Issue	Amount
Front and Side Yard Parking	1
Brush Piles/Vegetation	0
Garbage container at street curb	0
Items at the Street Curb	0
Junk/unlicensed vehicle	1
Illegal Storage of Trash/Materials on Property	1
Property/Building Maintenance	0
Sump Pump	14
Rental Paving	5
Signs in the ROW	0
Animal control	0
Loud Party	1
Total	23

Landlord Accountability Ordinance:

- 7 rental properties.
- 0 properties issued citations/points.

OTHER PROJECTS FOR DECEMBER INCLUDED:

- A final paving reminder was sent to the relevant landlords with paving deadlines in January 2019.
- Postcards were sent out to remind relevant landlords of their January 2020 paving deadline.
- New rental paving enforcement process started.
- W. 1st Street reconstruction continues with final design and the right of way portion of the project.
- Orientations for new Planning & Zoning Commissioner and new Historic Preservation Commissioner.
- First draft of the Wild District Nomination was submitted to SHPO for review.
- Staff attended annual Gaming Grant Recognition event.

- ED Fund Committee met, reviewed applications, and awarded grants.
- Pilot Façade Program applications sent out.

CDBG

- CAPER16 and 17 submitted in IDIS for HUD review
- Action items set up for AAP16
- Focus Groups held as required for the new Consolidated Plan, 5-year planning document

Programs:

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

Housing Rehabilitation Grants	3 Property under construction 1 Properties in pipeline 2 Property complete 0 Applications received
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Emergency Grants	0 Property under construction 0 Property in bidding 0 Property in pipeline 1 Application received 3 Projects completed
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A variety of technical requirements must be met for these programs to meet the grant, such as historical reviews, income verifications, etc. These occur throughout the month and process of approval, implementation and completion.

SECTION 8

Housing Choice Voucher Monthly Report

Waiting List	337	HAP Payments	\$ 88,797
New Applications Taken	0	Utility Payments	\$ 1,015
Units under Contract	214		
Total Vouchers Available	326*		
Lease Up Goal	240**		
Initial Vouchers Issued	5		
Mover Vouchers Issued	0		

Citizen Contacts/Appointments: A total of 31 appointments were made and 112 citizen/client contacts were addressed. Appointments included:

- 13 Annual Recertification
- 5 Vouchers Issued
- 3 New Admission
- 6 Interim Income changes

- 0 Port In/Out
- 4 Other

HQS Inspections: 16 Inspections were completed.

End of Participation: 0 clients ended participation.

Other:

- There are currently 10 vouchers open and these households are actively seeking housing.

**Amount of Vouchers HUD authorizes*

*** Lease up goal based on available funding*

Add A Dollar Report

During the month of December, there was one application for Add a Dollar received. One client was assisted with a total of \$63.17.

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

PLANT OPERATIONS

Overall plant performance was very good this month. All permit requirements were met.

One of the annual requirements is a dye test to inspect the operating condition of the diffuser the plant effluent discharges through. This was completed on the 26th. Green dye was injected into our effluent demonstrating that the diffuser is functioning as designed.

PROJECTS

Following a collapse of the elevated line between Minnetonka and Oak Park Boulevard in November, we have been working with Schneider and Associates Engineering on design and replacement. This is a fairly large undertaking as the ravine is prone to erosion and makes for an unstable base to work from. The goal will be to have this completed before next winter.

A study to determine the feasibility of a regional wastewater treatment plant is near completion. In the coming weeks we will work with AECOM Engineering to get more detailed information on costs to determine if this is a path the City would like to pursue.

We are in the process of rebuilding pumps and motors at our lift station off of Cedar Heights Drive. Following some flooding in October we have repairs that are needed. Over the next several months we will be rebuilding the pumps and motors with the effort of not having more than one pump off-line at any given time. We have three large pumps in need of repair.

BIOSOLIDS

We were able to haul 162,000 gallons of liquid biosolids to our farm land this month. Another 124,000 gallons were processed through our belt filter press equipment.

The total volume of biosolids processed for 2018 was 3.6 million gallons being land applied. This is a fairly large volume but this helps to keep our plant operations running smoothly when we land apply this amount.

There were 17.0 tons of gritty, inorganic materials hauled to the landfill during December. The total grit hauled for 2018 was 123.8 tons. This is a very high amount but is related to some of the heavy rain events that occurred late in 2018.

INDUSTRIAL PRETREATMENT PROGRAM

Annual unannounced inspections were conducted at two users this month. Universal Industries and the UNI Power Plant were found to be in compliance with our pretreatment requirements.

SEWER CALLS AND SERVICE

We received 99 sewer locate requests from the Iowa One Call system, 24 of which were pertinent and required markings by our field staff.

There were four service calls for sewer problems received this month. None of which were related to issues in the City main. For the year, we had 81 sewer calls with six being the result of an issue with the main. Three of these calls were directly related to the heavy rains during September and October. Staff responded to one call for a lift station problem, bringing that total to a low of just 36 for the year.

Crews cleaned 7,600 feet (1.4 miles) of sanitary sewer lines. The total cleaned for 2018 was 186,000 feet (35.1 miles). This falls short of our goal of forty miles or more of cleaning accomplished per year.

A total of 1,600 feet (0.3 miles) of sewer lines were inspected with our televising equipment. This brings the annual total to 48,000 feet (9.2 miles), just below our goal of televising ten miles per year.

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

PARK

- Performed routine cleanup duties at Paw Park.
- Performed routine restroom stocking and shelter cleanup duties.
- Removed and covered up graffiti.
- Installed 2 new signs Gaming Commission signs for University Ave. project.
- Installed 1 new sign for Hearst Center Bio-Cell project.
- Swept and blew off all of the Recreational Trails.
- Repaired tree tubes at Lincoln St. tree nursery.
- Replace chips at Paw Park.
- Repaired damaged fence at Paw Park due to fallen tree.
- Snow stakes installed on sidewalks and Cul-Du-Sacs.
- Continued work for new Vets Park sign project.
- Started work for new Place to Play Restroom facility. Foundation, Electrical, Plumbing.
- Continued with stump removals.
- Ground, cleaned, filled and seeded stumps. (Approximately 250)
- Completed some prep work for Place to Play Park.
- Shovel and salt city facilities after snow fall event.
- Repotted plant located in City Hall lobby.
- Installed memorial plaque at Ice House.
- Attended OSHA 10 training.

ARBORIST

- Ash Street trees removals. (82 total)
- Other street tree removals. (5 total)
- Some routine trimming and hanger removals from multiple locations. (5 total)
- Routine cleaning and maintenance of Arborist equipment.
- Finished up cleaning planting beds and planted winter bulbs.
- Removed trees from creek located at Fire Station #1
- Tree trimming and removals around College hill area during Holiday break.

CEMETERY STAFF

- Performed regular grave openings/closings and assistance with funerals.
- Tree trimming of all three cemeteries.
- Mulched leaves in all three cemeteries and some city parks.
- Picked up down limbs in the cemeteries.
- Picked up all garbage, garbage cans, and dead flowers in the cemetery.
- Cut back low hanging branches along the recreational trails.
- Filled settling graves in all cemeteries.

DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS

CEMETERY SECTION

MONTHLY REPORT

FOR THE MONTH OF: December Year 2018

Interments:

Greenwood	4
Fairview	2
Hillside	1

Disinterment:

Spaces Sold:

Greenwood	
Fairview	11
Hillside	

Services:

Cremations	2
Saturday	2
Less than 8 hrs. notice	
After 3:00p.m.	

Receipts:

Prepetual Care

Greenwood	
Fairview	\$ 1,760.00
Hillside	
	\$ 1,760.00

Burial Permits	\$ 5,600.00
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Lot Sales	\$ 7,040.00
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Marker permits	\$ 65.00
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Deed Transfers	\$ -
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Total Receipts:

	\$14,465
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**DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS
PUBLIC WORKS/PARKS DIVISION
REFUSE SECTION
MONTHLY REPORT FOR DECEMBER 2018**

RESIDENTIAL SOLID WASTE COLLECTION

The automated units collected a total of 558.50 tons of solid waste during the month of December. The 130 loads required 325.00 man-hours to complete, equating to 1.72 tons per man-hour. The automated units used 1,163.23 gallons of low sulfur diesel fuel during the month.

PARKS GARBAGE ROUTE

The automated park garbage truck collected a total of 1.28 tons of solid waste during the month. The 5 loads required 30.00 man-hours to complete, equating to 0.04 tons per man-hour. The automated unit used 36.82 gallons of low sulfur diesel fuel during the month.

CONTAINER ROUTE

The container route crew collected Nineteen (19) loads of refuse for the month. The containers totaled 35.28 tons and required 105.00 man-hours to complete. This operation yielded 0.34 tons per man-hour. The semi-automated collection totaled 11.13 tons and required 52.00 man-hours to complete. This operation yielded 0.21 tons per man-hour.

The total number of December container dumps was 652. Seventeen percent (17.94%) or 117 of these dumps, were for non-revenue bearing accounts.

The container route truck used 218.69 gallons of low sulfur diesel fuel during the month.

LARGE ITEM COLLECTION

Refuse personnel made 81 large item stops during the month and collected 4.25 tons. This required 41.00 man-hours to complete and equates to 0.10 tons per man-hour. Twenty-two (22) Appliances and Two (2) Televisions were collected this month.

RESIDENTIAL YARD WASTE COLLECTION

Refuse crews collected 4.11 tons of yard waste curbside this month. The 6 loads required 15.00 man-hours to complete, equating to 0.41 tons per man-hour.

There are currently 7,779 yard waste accounts throughout the city.

77 yard waste carts and 13 Christmas trees were picked up this month.

The Automated yard waste collection trucks used 52.77 gallons of low sulfur diesel fuel during the month.

TRANSFER STATION SOLID WASTE

The Transfer Station's trucks hauled 60 loads of solid waste to the Black Hawk County Landfill totaling 965.22 tons.

The Transfer Station accepted 254.78 tons of commercial and residential solid waste this month.

194 appliances, 194 tires, 133 television sets, and 21 computer monitors were received at the Transfer Station for the month.

Four (4) Bag Tags and Eleven (11) Tree Tags were purchased this month.

The Transfer Station's trucks used a total of 548.47 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 2.08 tons of commercial and residential yard waste this month.

Refuse crews hauled 4.11 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 December:

Tin (Baled)	4.87 tons
Plastic (non-baled)	1.35 tons
Plastic (Baled)	16.51 tons
Cardboard (non-baled)	0.53 tons
Cardboard (Baled)	62.94 tons
Newspaper/Magazines (non-baled)	4.99 tons
Newspaper/Magazines (Baled)	50.87 tons
Phone Books	
Books/Flyers	
Office Paper	6.13 tons
Plastic Bags	0.98 tons
Styrofoam	1.26 tons
Other Items Recycled for the month	
Appliances	13.16 tons
E-Waste	3.96 tons
Glass	11.01 tons
Scrap Metal	14.87 tons
Shingles	30.42 tons
Tires	0.00 tons

Revenue generated by the Recycling Center for December was \$4,180.81.

UNI RECYCLING SUBSTATION

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

Plastics #1-7	2.95 tons
Cardboard	12.79 tons
Newspaper	6.00 tons
Tin	1.37 tons
Glass	2.07 tons
Plastic Bags	0.37 tons
Office Paper	0.51 tons
Styrofoam	0.19 tons
Total	26.25 tons

FAREWAY RECYCLING SUBSTATION

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

Plastic #1-7	7.01 tons
Cardboard	19.28 tons
Newspaper	8.86 tons
Tin	1.57 tons
Glass	1.98 tons
Total	38.70 tons

GREENHILL VILLAGE RECYCLING SUBSTATION

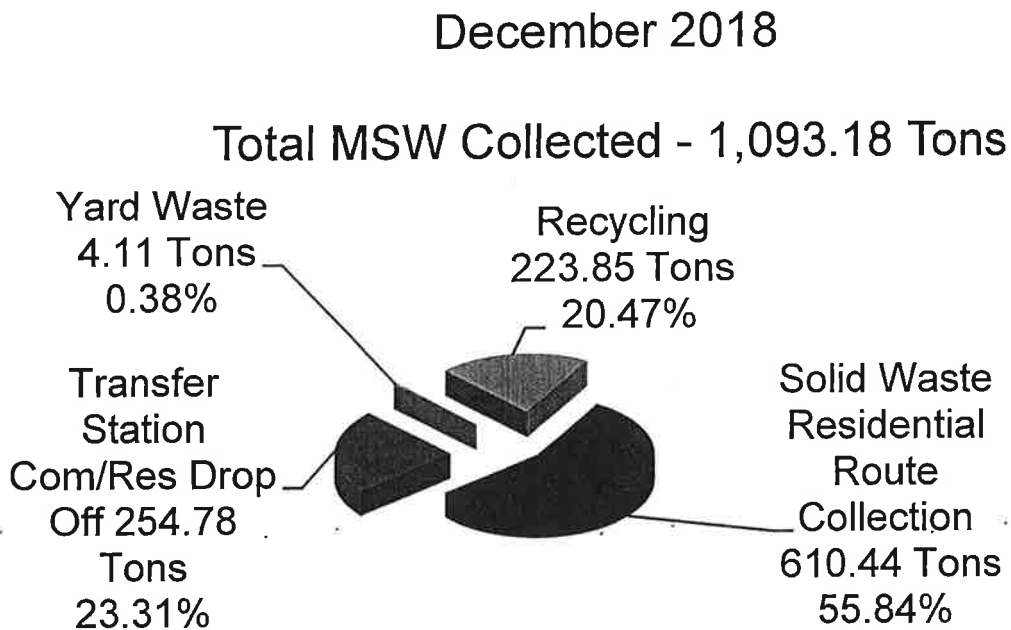
The Greenhill Village Recycling Substation received the following quantities of recyclables for the month of December.

Plastic #1-7:	2.80 tons
Cardboard	18.46 tons
Newspaper	5.45 tons
Office Paper	0.27 tons
Plastic Bags	0.00 tons
Tin	0.39 tons
Glass	1.66 tons
Styrofoam	0.37 tons
Total	29.40 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 1,093.18 tons. The following pie chart is a representation of the Municipal Solid Waste figures for the month of December 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.

Select employees received Transfer Station Certification this month.

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

COMPOST FACILITY

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

OUTSIDE SECTION ASSISTANCE

- Provided assistance in the fleet maintenance facility.
- Assisted with solid waste and yard waste collection.
- Provided assistance with EAB tree removal.
- Assisted with construction activities at the "Place To Play Park"

STREET & ALLEY MAINTENANCE

- Streets were swept on a limited basis as weather permitted.
- Potholes were filled with asphalt hot mix or with the Dura-Patch spray patch machine. **(the asphalt plant closed in late November)**
- Alleys & road shoulders were graded as needed during the month.

CEDAR RIVER DAM & FLOOD LEVEE

- The river level was monitored and normal operational procedures were followed during fluctuating water levels.
- Removed a huge tree from dam gate #1. The tree had been stuck in the gate for an extended period of time and had resisted several attempts at removal.
- Assisted with test fitting new removable flood wall panels on the flood levee.

ICE & SNOW CONTROL

- Continued general winter weather readiness activities.
- Manufactured salt brine to replenish supplies.
- Ordered and received delivery of 1000 tons of road salt.
- Addressed light snow events by applying de-icing materials to roadways as needed.

MISCELLANEOUS TASKS:

- Removed woody vegetation from roadside ditches at various locations.
- Removed a large fallen tree from the creek at W. 21st & Tremont Streets.
- Updated SDS manuals.
- Staff attended OSHA 10 training.

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

- 73 traffic control signs were repaired.
- Made 11 labels for vehicle maintenance.
- Fabricated 4 signs for various applications.
- Traffic operations completed 3 One Call utility locates.
- Completed 20 minor repairs or upgrades to different signalized intersections.
- Traffic personnel assisted building maintenance with 33 minor tasks.
- Traffic operations responded to 3 traffic signal in flash calls. Repairs were made and returned to normal operation.
- Delivered building supplies and completed recycling task at city facilities.
- Replaced 2 defective vehicle detection sensors at the intersection of Seerly and Main St.
- Repaired 6 outdoor flood lights at the Water Rec facility.
- Repaired 5 outdoor flood lights at Gateway Park.
- Refurbished a traffic signal cabinet from the University Avenue construction project to be repurposed for future projects or knockdowns.
- Traffic Operations finished the installation and programming of a new radar vehicle detection system at the intersection of Prairie Pkwy and Greenhill Rd.
- Provided a programmed controller and MMU for the Nordic/Viking intersection.
- Traffic operations continued work on a city wide sign improvement project, with the goal to replace excessively faded signs. This month 25 signs were replaced.
- Two full time employees of Traffic Operations attended the first seminar of OSHA 10 hr. training.
- All full time employees of Traffic Operations attended a traffic cabinet wiring and troubleshooting training seminar.

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

The Fleet Maintenance Section processed 142 work orders during the month of December 7 of them were either sent out or done by staff from other sections.

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

5,725.152 Gallons of Ethanol

5,143.036 Gallons of low sulfur diesel fuel

The total amount of fuel pumped for the month of December was 10,686.188 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

240: Repaired dump body rust holes.

266: Repaired steering shaft u-joints.

270: Diagnosed and repaired brine trailer issues.

261: Diagnosed and repaired brine trailer issues.

245: Installed new flow diverter valve on brine pump.

248: Replaced wing raise cylinder, adjusted the heel toe stop, replaced Knox sensor and installed new spinner motor.

243: Replaced spinner motor.

244: Replaced spinner motor.

Refuse Section

310: Installed new pitman arm and performed toe in measurement.

311: Replaced ball joints and performed toe in measurement.

348: Installed rear abs valve, stop light switch, and repaired electrical pin.

372: Replaced DEF injection valve assembly.

343: Installed new pack sweep cylinder.

351: Installed new intake Knox sensor and repaired air leak on air dryer.

Parks/Cemetery/Rec Section

2301: Replaced power steering pump.

2304: Replace tires.

2185: Replaced drive motor hydraulic hose.

2101: Replaced plow raise and angle valves and replaced tires.

2123: Replaced wiring harness on plow control.

Fire Division

FD501: Replaced rear brakes, torque arm bushings and grounded pump panel to repair faulty "Ok to pump" light.

FD540: Replaced both drive belts that were glazing up and making noise.

Police Division

PD14: Was completed by Keltek and put back into service.

PD19: Replaced O2 sensor and replaced tires.

PD15: Installed and programmed new steering rack.

PD21: Installed new rear brake pads and rotors.

Community Development

494: Replaced batteries and installed master shutoff switch on battery box.

AD01: Replaced faulty key fob and airbag recall was performed.

Misc. Engineering and Inspection vehicles had airbag recalls performed at Witham's.

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

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.
- Refilled salt containers.
- Greased circulation pumps.
- Installed two led light panels in south entrance.
- Replaced casters on council chambers counter.
- Repaired locker in locker room.
- Repaired urinal in men's locker room.
- Set up heat tape in exterior drains.
- Repaired two automatic valves on stools.
- Replaced stained ceiling tile.
- Sand and stain door edge to council chambers.
- Contractor completed oven hood inspection and cleaning.

COMMUNITY CENTER

- Completed cleaning inspections of facility.
- Completed pest control services.
- Replaced dirty HVAC filters.
- Replaced bad light bulbs and ballasts.
- Delivered janitorial supplies.
- Refilled salt containers.
- Troubleshoot operation of Kiln, ordered new control board.
- Repaired table legs.
- Repaired casters on cart.
- Set up heat tape in exterior drains.
- Replaced stained ceiling tiles.
- Tracked down water leaks in ceiling.

FIRE DEPARTMENT

- Delivered janitorial supplies.
- Removed broken washing machine.

HEARST CENTER

- Completed cleaning inspections of facility.
- Completed recycling services.
- Replaced dirty HVAC filters.
- Replaced bad light bulbs and ballasts.
- Delivered janitorial supplies.
- Refilled salt containers.
- Replaced clay traps.
- Repaired exterior lighting and parking light.

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.
- Refilled salt containers.
- Repaired sink in youth area.
- Tracked down ceiling leaks and replaced stained tiles.
- Replaced batteries in fire alarm panel.
- Replaced bulbs in elevator lighting.
- Installed weather stripping on exterior door.
- Cleaned drains and treated.
- Installed up heat tape in exterior drains.

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. Reset outdoor air sensor, recalibrated two room sensors..
- Replaced bad light bulbs.

- Replaced bad light ballasts.
- Delivered janitorial supplies.
- Cleaned restrooms at 1500 Bluff and restocked supplies.
- Adjusted air flow from ERV unit in lobby space.
- Replaced door closer on front door to transfer station.

PHEASANT RIDGE

- Repaired sink.
- Drained and replaced heating element in water heater.

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.
- Refilled salt containers.
- Retrofitted light fixture in racquetball court to LED.
- Replaced actuator on main water valve to mechanical system.
- Replaced flag pole light and photo eye.
- Tracked down ceiling and skylight leaks.
- Repaired sink in locker room.
- Cleaned floor drains in locker rooms.

TRAFFIC OPERATIONS

- Assisted with signage repair and locates.
- Shannon continued cross training in traffic signals.

VISITORS CENTER

- Completed cleaning inspection of facility.
- Completed pest control services.
- Completed recycling services.
- Replaced bad light bulbs.
- Delivered janitorial supplies.
- Refilled salt containers.

RECREATION & COMMUNITY PROGRAMS DIVISION
Monthly Report
December 2018

- Rec Center
 - From December 23rd to January 2nd the Rec Center offered a program call "Friends and Family". During these dates, Rec members could bring in non-member guest to the facility and they would only pay \$3.00. We had 286 guests take advantage of this special.
 - Fitness class have gone well with no issues with 2,430 patron participating in the 232 classes offered.
 - Hiring new staff to work the front desk replacing those who will be leaving
 - Pickle Ball continues to be very popular - playing time from 3 hours each day on Monday, Wednesday, Friday and 2 hours on Tuesday and Thursday as well. We often have eight or more players waiting their turn watching 3 games of doubles.
 - Staff has continued their quest to find a window treatment for the east windows of the Gyms and the west windows of the exercise room. This is an effort to block some of the glare and direct sunlight which bothers customers when the sun is at the right angle.
- Youth Programs
 - Programs ending in December include basketball for Kindergarten, 1st and 2nd grade girls, 3rd and 4th grade boys, Indoor Park,
- Adult Programs
 - Programs which ended this past month included Racquetball League,
 - Programs still being held include Volleyball Leagues, Basketball Leagues, drop-in Pickle Ball games, over 60 adult exercise class are offered each week, 8 different Lap Swim times offered each week. Many of these programs took a break over the holiday season and resumed in early January.
- Staff has been busy working on the programs and services to be offered during the Spring of the year and during the summer months
- Staff has been working on the fees to be charged starting April 30, 2019. This includes adding all drop in fitness classes under the membership and a free towel service.
- Staff has put together a new part time application form, which will be used from here out. The City is now requiring all new employees even part time staff to have a drug screen done. Since many of those we hire are under the age of 18 a signature with parents' consent is now required.
- Applications for summer positions are now being accepted.

Respectfully submitted,



Bruce Verink
Recreation Division Manager

Recreation and Community Programs Usage For December 2018

Members using the Facility	12,922	Zumba	131
Non-Members using the Facility	1,050	Pickleball	259
Friends & Family Special	286	Racquetball/Wallyball Hrs	113
Child Care	116	Racquetball League	88
Aerobics	921	Meeting/Tours/Rentals	890
Circuit Weight Training	51	Birthday Party Bonanza	40
Exercise Trial	77	Santa Calling	12
Cardio Cycling	531	Indoor Park	434
Personal Trainers	195	Youth Basketball	488
Sports Yoga	682	Steam Room Usage	710
Rock On	82	Massages	36
Pound	32		
		TOTAL	20,146

Recreation and Community Center Revenues

Resident Memberships Sold		Punch Cards	
12 th Grade & Under	7	12 th Grade & Under	10
Adult	78	Adult	16
Senior Citizen	21	Senior Citizen	0
Family Pass	131	Child Care	5
Corporate Family	2	Racquetball	1
Corporate Individual	0	Towel	22
Towel Usage	649		

Credit Card Usage	\$47,642.23	Leisure Link Registration	\$2,302.50
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Daily Fees

Admission	\$6,417.00	Racquetball	\$32.00
Child Care	\$22.50	Exercise Tryout	\$370.00
Towels	\$36.00	Friends & Family	\$858.00

Swimming Pool Passes (Winter)

Family	36
Individual	50
Youth/Senior	8

Fitness Passes Sold

1-Month	15
4-Month	74

Youth Programs

3 rd & 4 th Boys Basketball	128	Swim Club	1,590
1 st & 2 nd Girls Basketball	144	Pool Parties	143
Kindergarten Basketball	216		

Adult Programs

Volleyball Leagues	812	Dodgeball League	32
Pickleball	259	Basketball League	288

Recreational & Lap Swim	546
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Rentals

Pool Parties	5	Shelters	0
Beach House	0	Equipment	0
Ball Fields	0	Recreation Center	10

CEDAR FALLS RECREATION & COMMUNITY PROGRAMS
December-18

ADULT EXERCISE

Circuit Weight Training
T-Th 4:30 pm

12

Cycling
M-W-F 8:00 am

9

Rock On Monthly!
M-F 5:30 am

8

TOTAL ADULT EXERCISE

29

CEDAR FALLS TOURISM & VISITORS BUREAU
Monthly Report
December 2018



Projects:

- Sent Holiday cards to volunteers and stakeholders.
- Finalized logistics and promotion for Cedar Valley Non-Profit Draft Day event to take place on January 15. This included media releases, social media posts, emails and interviews.
- Hosted a quarterly Cedar Valley Hospitality Meeting at SingleSpeed Waterloo.
- Met with Nathan Christensen to discuss ways we could bring more awareness to UNI Athletics.
- Served on City's Economic Development Grant Committee to distribute FY20 grants and create a new Façade Grant program.
- Assisted with Iowa Cultural Affairs video shoot of downtown during Baby It's Cold Outside. This video will promote our status as a newly recertified Arts and Entertainment District.
- Performed research and set up for new on-line calendar of events.
- Finished proofing 2019 visitor guide.
- Cedar Falls Tourism and Visitors Bureau board recommended the following FY20 Community Betterment grants:
 - \$5,000 to Beau's Beautiful Blessings for construction of Inclusive Play Park
 - \$6,000 to Cedar Falls Community Theatre for enhancement of backstage area
 - \$5,000 to Cedar Falls Historical Society for development of 315 Clay Street building
 - o to Friend of the Hearst for repair of Steinway piano
 - \$6,230 to HusomeStrong Foundation for purchase of adaptive golf cart for Pheasant Ridge
 - o to St. Vincent de Paul store for replacement of inside lighting and ceiling fans
 - o to Sturgis Falls Celebration for purchase of a tent for Kidsway
 - \$2,500 to Volunteer Center of the Cedar Valley for Partners in Volunteerism program
 - \$4,000 to wcfssymphony for youth outreach programs
- Continuing work to update a points-of-interest map.
- Continuing work to update a facilities guide.
- Worked with Good Era to provide direction for videos project.
- Website traffic is up 36% over last year with 9,552 users and 11,833 sessions during the month of December.

Highlights from Becky Wagner:

- Attended groundbreaking for Hilton Garden expansion
- Hosted an overnight group to tour Petersen & Tietz, Historic Route 20, Barn Happy, UNI Men's Glee Club and Cedar Falls Woman's Club.
- Set up another group to visit the Isle, Victorian Home and Carriage House Museum, and a performance at the Oster Regent Theatre.
- Took over payroll responsibilities due to Vicki Bailey's retirement.
- Processed bills.

Highlights from Linda Maughan:

- Wrote newsletter/blog articles about Countdown to 2019, Winter Walks, Runs, and Fun, and Plan Your Vacation.
- Monitored and created posts for Facebook, Twitter, Instagram, Pinterest and Google+ for the Visitor Bureau. Spent \$220 to boost social posts about holiday events resulting in 34,157 impressions.
- Updated web pages.
- Continued to add to and manage our photo library.
- Coordinated two bulk fulfillment mailings from ads.
- Coordinated creative for Iowa Co-op advertisements.

Highlights from Deb Lewis:

- Assembled information for update facilities guide and working on layout with designer.
- Cross training to help through transition when Vicki Bailey retires.
- Gathered attendance figures for events and attractions.
- Tabulated statistics for monthly report.
- Managed trails promotion through social media and websites
- Worked with 6 individuals interested in renting our space

Highlights from Vicki Bailey:

- Provided cross training and prepared events for future issues of Hospitality Highlights and prepped digital message board in advance of her retirement.

Meetings/Events:

- Eastern Iowa Tourism Association board, Williamsburg
- Good Morning Cedar Valley
- Public Art Committee
- Cedar Valley Arts Initiative meeting
- MOP Staff x1
- Community Main Street board
- City office OSHA training
- Art and Culture board
- Marketing committee
- Cedar Valley Sports Commission executive committee and board
- Hearst staff x1
- Waterloo Rotary
- City Council Committee of the Whole
- Iowa Department of Transportation Tourist Directional Signage committee
- TVB staff x2
- Water Trails Master Plan committee

Other events we assisted with:

- Hawkeye Nationals Youth Wrestling
- Jerry Slykuis Basketball Showcase
- National Archery in Schools Program Tournament
- Battle of Waterloo

Respectfully Submitted,



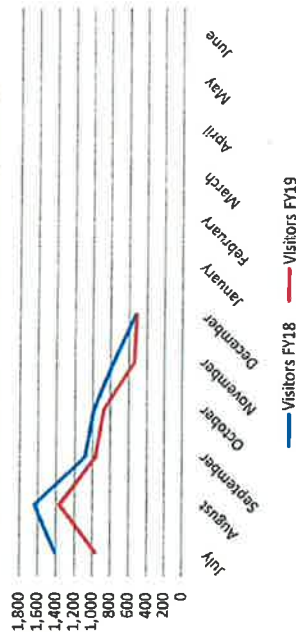
Kim Manning, Visitors, Tourism and Cultural Programs Manager

Monthly Activity Report for Cedar Falls Tourism & Visitors Division

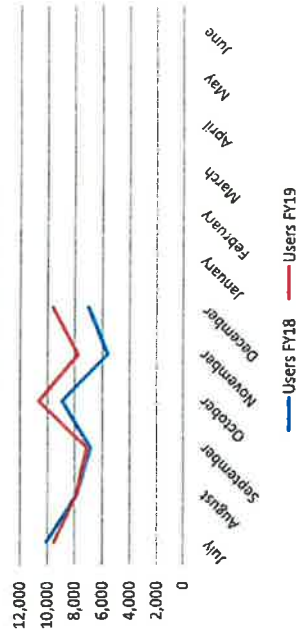
July 2018 thru June 2019	July	August	September	October	November	December	January	February	March	April	May	June	Totals
INCOMING CONTACT BY													
VC Walk-In (Door Counter) FY19	964	1,363	963	868	532	512							
VC Walk-In (Door Counter) FY18	1,411	1,635	1,088	988	766	528	606	425	953	1,086	2,609	1,982	5,202
Email/Website	58	44	25	26	25	65							13,976
US Mail	0	0	0	0	0	0							243
Phone	143	98	114	118	86	77							0
HOW HEARD ABOUT US - If offered													
Friends / Family	0	0	5	1	3	0							9
Other (eg. Postcard mailing, ads, web/FBook)	0	2	20	0	2	0							24
Signage	0	4	14	12	2	3							35
Advertising	0	0	0	2	0	0							2
Trade / Consumer Show	4	0	1	1	0	0							6
SERVICES PROVIDED													
Attended a Meeting/Rental	82	188	96	128	47	63							584
Bureau Business	229	167	175	228	181	139							1,119
Group Tour Info	1	12	0	2	2	9							26
Hotel/Restaurant	2	1	0	2	0	0							5
Relocation	1	1	11	2	2	15							32
School Project	0	0	0	1	0	0							1
Special Event	0	0	0	0	0	0							0
Trail User	100	118	96	55	4	9							382
UNI	0	11	5	2	10	39							67
VC Amenities including Restroom	655	722	664	484	254	296							3,076
ADVERTISING LEADS													
Iowa Travel Guide / Website	572	483	415	331	337	279							2,417
ETTA Travel Guide	1	1	2	0	0	0							4
AAA Living	4	0	0	0	100	160							264
Midwest Living (Best of the Midwest)	117	24	25	15	0	8							189
Iowa Tour Guide (group leads)	4	9	4	0	0	14							31
BROCHURE DISTRIBUTION													
Total Visitor Guide Distribution	1,364	1,252	1,040	1,236	861	598							6,351
VG Mailed Out (Individual)	27	27	17	11	7	33							122
VG Bulk Distribution (Local)	312	487	380	410	410	60							2,039
VG Bulk Distribution (Non-Local)	240	120	175	120	0	0							666
Relocation	30	7	7	2	7	14							67
Welcome Bags	57	114	15	347	0	30							563
Total Trail Guide Requests	321	368	73	179	83	43							1,067
WEBSITE TRAFFIC													
Users FY19	9,469	7,844	7,077	10,612	7,731	9,552							52,285
Users FY18	10,074	7,809	6,880	8,907	5,646	7,026	5,409	6,227	8,715	7,926	8,289	11,339	93,247
Sessions FY19	11,650	9,315	8,828	13,109	9,476	11,833							64,011
Sessions FY18	12,533	9,504	8,410	10,684	6,837	8,573	6,430	6,189	10,504	9,362	10,182	14,116	113,324
Page with Top Views	Upcoming Event	Upcoming Event	Upcoming Event	Upcoming Event	Upcoming Event	Upcoming Event	Upcoming Event	Upcoming Event	Upcoming Event	Upcoming Event	Upcoming Event	Upcoming Event	Upcoming Event
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/CedarFalls.com	m. Facebook.com/CedarFalls.com	m. Facebook.com/CedarFalls.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	m. Facebook.com/m. Facebook.com	m. Facebook.com/m. Facebook.com	m. Facebook.com/m. Facebook.com
SUBSCRIPTIONS													
Weekender News (consumer newsletter)	390	414	417	418	425	442							
Weekender Blog	148	156	160	188	188	180							
Hospitality Highlights (partner newsletter)	543	550	548	551	510	490							
SOCIAL MEDIA FOLLOWERS													
Facebook (Likes)	8,577	8,608	8,614	8,619	8,641	8,651							
Instagram	1,000	1,012	1,029	1,062	1,066	1,084							
Twitter	3,657	3,616	3,639	3,661	3,648	3,656							
Pinterest	504	505	506	497	493	492							
Google+	27	21	21	22	22	22							
VOLUNTEER INVOLVEMENT													
Board / Committee Hours	129	138	145	116	143	126							798
Student / Intern Hours	152	72	6	10	0	4							243
Envoy Hours - Visitor Center	98	105	100	82	93	93							569
Envoy Hours - Special Event/Rapp Station	29	4	4	4	63	0							104

MISC.											
Groups in Conference Room	2	11	3	4	2	3					25
Motor Coach Group in CF	0	3	1	1	0	1					6
INCOME											
Gift Shop Sales	\$872.15	\$774.46	\$474.84	\$521.32	\$325.40	\$370.47					\$3,338.64
Facility Rental	\$210.00	\$630.00	\$500.00	\$350.00	\$125.00	\$275.00					\$2,090.00
Host Motor Coach @VC or Step Guide	\$0.00	\$200.00	\$0.00	\$0.00	\$0.00	\$50.00					\$250.00

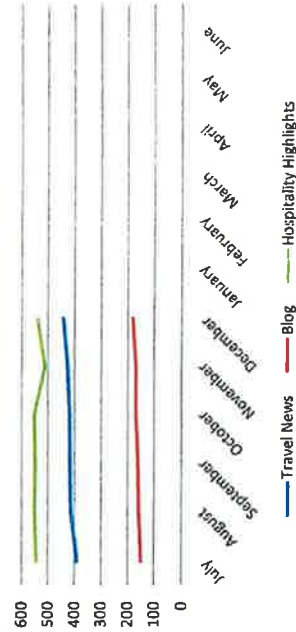
Visitor Center Traffic, Door Counter



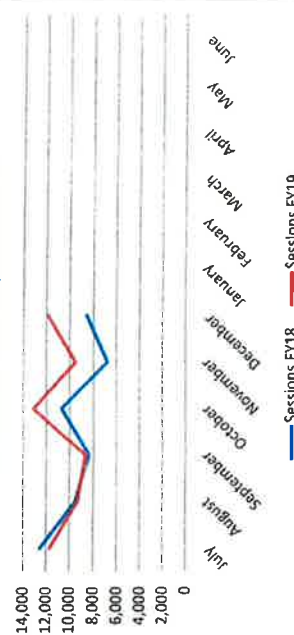
Website Traffic, Users



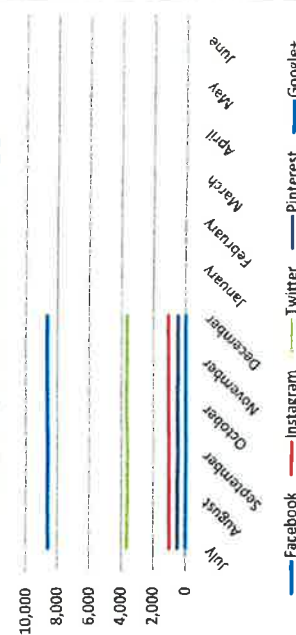
Subscriptions FY18



Website Traffic, Sessions



Social Media Followers FY18





PUBLIC EVENTS/PROGRAMS @ The Hearst

- Opened two new exhibitions to the public: *Travel Drawings* and *Recent Acquisitions*
- December 2: Family Holiday Ornament Workshop in ceramics lab.
- December 4: Photo Club meeting.
- December 6: Songbook Trio performance.
- December 8: Exhibition opening reception for "Travel Drawings."
- December 9: Bel Canto Holiday Concert.
- December 14: Lunchtime Concert to benefit piano repair-set up.
- December 16: Donor reception at the Brass Tap
- December 19: Brunch and Learn with Brad Mattocks and Nancy Barsic

HIGHLIGHTS from Heather Skeens, Cultural Programs Supervisor:

- Attended grant workshop at McElroy Trust offices.
- Met with ACB President and new board member for orientation.
- Created new board member on-boarding binder and materials.
- Met with Dan Perry, UNI Public Art Incubator, to discuss collaborative public art project and to coordinate grants.
- Met 1:1 with education coordinator to determine spring and summer ed calendar.
- Completed final grant report for ArtsLab Iowa, including final draft of strategic road map for Hearst Center.
- Attended meeting with PAC and community stakeholders to discuss Prairie Parkway roundabout project.
- Worked with North Cedar Neighborhood Assoc. to coordinate discussion re: signage at NEST.
- Coordinated donation and delivery of artwork by John Page from family member/donor.
- Hosted/attended exhibition reception with donors Dean and Gerri Schwarz for "Travel Drawings."
- Wrote press releases for exhibitions and upcoming public programs.
- Continued to refine financial reporting dashboard for ACB and Friends.
- Attended monthly meeting of the Cedar Valley Arts steering committee.
- Created memo and associated materials for Council re: Crews memorial project.
- Attended the 3rd Annual Arts and Business Luncheon in Dubuque, Iowa.
- Attended lunchtime concert / fundraiser for Steinway.
- Organized, coordinated and hosted donor appreciation event at the Brass Tap.
- Attended Committee of the Whole to recognize Joni Krejchi, outgoing ACB member.
- Attended brunch and learn at the Hearst featuring discussion by two local artists.

- Attended meeting at Holmes Jr. High with Amy McCabe's students regarding upcoming Poetry Out Loud competition at the Hearst.
- Coordinated with Scott at the Runners Flat for upcoming collaboration.
- Worked with artist in New York and Emily Drennan on upcoming collaboration.
- Worked on presentation for UNI Emeritus faculty re: growing engagement in the arts.
- Continued to refine strategy document for final report in December.
- Met with Emily Drennan and Lynn Brant to discuss upcoming exhibition, see artwork, and plan a public discussion for February.
- Reached out to community members to secure volunteers for Poetry Out Loud.
- Reviewed/ amended agendas and meeting minutes for Friends, Art and Culture Board and Public Art Committee meetings.
- Attended/presented at meetings of Friends of the Hearst board, Art and Culture Board and Public Art Committee.
- Worked with Senior Services Coordinator to approve bills, dailies, timesheets, etc.
- Led weekly staff meetings.
- Sent two bi-weekly emails for board and committee members, council and directors.

HIGHLIGHTS from Lea Stewart, Senior Services Coordinator:

- Updated classes in MaxGalaxy for changes and additions
- Processed donation checks and tracked progress the annual fall appeal campaign
- Collaborated with staff on goals and metrics for the strategic plan.
- Formatted and printed Thank You letters for annual campaign donors & memberships
- Created year end donation summaries for annual campaign donors.
- Mailed out additional brochures to names not on the original list
- Filed donation and membership receipts by donor name
- Updated tracking sheet for large donations and related expenditures
- Handled returned envelopes and postage due cards from the mail carrier
- Updated mailing address in Past Perfect from Annual campaign returned mail
- Maintained and added contacts in Past Perfect for better mailing lists
- Collected and deposited cash box donations before fundraising event
- Purchased and maintained stock of office supplies.
- Processed weekly deposits for the Hearst front desk and Friends group checks
- Handled gift shop transactions and answered customer questions about merchandise
- Answered many questions on the phone and in person about upcoming events & classes
- Greeted visitors and gave directions to other area attractions
- Entered council bills, P-card transactions and payroll
- Processed vendor payments and reimbursement requests
- Generated invoices and processed payments for North Star
- Generated reports from AS-400 for staff members as requested
- Recorded Friends donations and membership dues in Past Perfect
- Updated the past year comparison report of Friends Memberships
- Updated the financial report for the Public Art Committee meeting
- Completed program registrations both in person and over the phone for classes.

- Made weekly reports on the status of membership and class enrollment

HIGHLIGHTS from Emily Drennan, Curator & Registrar

- Prepare agendas and minutes and gather other financial and committee materials for the Cedar Falls Public Art Committee (CFPAC) and release for distribution and public posting.
- Attend meeting of the CFPAC on the 7th and serve as staff secretary.
- Continue preparations for an upcoming exhibition called *Recent Acquisitions*.
- Patch and paint galleries; create environments through lighting and color.
- Hang a work from the permanent collection at city hall; install work previously hung at city hall in the gallery as part of the exhibition, "Recent Acquisitions."
- Develop layout designs for installation of permanent collection works and loaned works.
- Prepare for and attend a public reception for "Marguerite Wildenhain: Travel Drawings" on Saturday, December 8; work with Programs Coordinator on theme of reception.
- Participate in a donor appreciation reception on the parkade on the 16th.
- Work with the Cultural Programs Supervisor to develop and coordinate an exhibition of work made by artists using technology to engage with their environment.
- Work with Information Systems to add exhibition-specific video link to accessible website on kiosk.
- Met with staff to continue work on the Strategic Roadmap for the Hearst.
- Meet with professor emeritus Dr. Lynn Brant to plan his part of an upcoming group exhibition.
- Attend weekly staff meetings.
- Work with the Marketing Assistant to prepare didactics, publicity materials, and etc. for exhibitions.



HIGHLIGHTS from Sheri Huber-Otting, Programs Coordinator:

- Dec. 6th, Songbook Trio-set up room and sound.
- Dec. 9th, Bel Canto concert-hired, set up, and reception for concert.

- Dec. 14th, Lunchtime Concert to benefit piano repair-set up.
- Dec. 19th, Brunch and Learn-Hired and set up food table.
- Dec. 13th-attended Volunteer Fair at CF High School.
- Assisted with organizing all aspects of Brunch and Learns and receptions.
- I spent 4 hours setting up for rentals, meeting, receptions, and events in November.
- There was 1 rental in December
- Wrote 3 agreements for upcoming programs
- Sourced 2 volunteers for events in November totaling 4.25 hours.
- Managed the UNI Student who needs to volunteer for 150 hours for his major. He worked 7 hours in December.
- Reviewed materials for upcoming events in January and beyond.
- Worked more on goal setting for upcoming year.
- Attended weekly staff meetings
- Attended one photo club meeting at the Hearst.
- Worked more on summer brochure events.
- On Dec. 12th attended safety training at City Hall.

HIGHLIGHTS from Abby Haigh, Marketing Assistant

- Worked with graphic designer on projects: Brunch and Learn flyers, Red Herring Reader's Theatre: Boys in the Band poster, More Music in Mae Latta poster, Marguerite Wildenhain Exhibition (vinyl/labels), Recent Acquisitions Exhibition (labels/vinyl) Final Thursday Reading Series poster and Bel Canto Cedar Valley poster.
- Organized sponsorship with Oster Regent for It's a Wonderful Life Live Radio Showing (picked up tickets, sent Hearst logo/info for signage).
- Edited/approved Hearst Center's portion for Currents (Jan, Feb and March).
- Picked up artwork at Van Dorens for Recent Acquisitions exhibition.
- Worked with Von on additional vinyl for current exhibitions at Signs and Designs.
- Attended/took photos at Hearst Center Donor Party at the Brass Tap on 12/16.
- Took photos/video at Brunch and Learn on 12/19.
- Secured billboard through Lamar/Kimberly Williams for spring advertising.
- Submitted additional winter brochure events/education/exhibitions to V&T web calendar.
- Mail Chimp: created content/graphics /sent/added email subscriptions, created content/graphics for January E News.
- Continued to fill in at the front desk for lunch breaks, absences, breaks, take mail to city hall and mailings to post office.
- Gift Shop: ordered additional Wapsi Almanac 30th edition and continued marking down products.
- Created content/graphics/posts for social media.
- Friends Website: Updated index, exhibition and education pages.
- City Website: Updated holiday hours, exhibition and education pages.

HIGHLIGHTS Angie Hickok, Education Coordinator:

- Outreach event at Scheel's- Santa and Reindeer- face painting
- Received \$2000.00 check from Scheel's at their "Day of Giving"
- Attended planning meetings for Harry Potter at CFPL
- Attended Art and Culture Board meeting, took minutes, prepared packets.
- Attended weekly staff meetings
- Communicated the need for availability for spring to schedule open shifts, outreach events and upcoming instructor staff meeting dates/times.
- Scheduled staff to classes, workshops etc.
- Supervised the organization of and supply of materials of classrooms by Ed Assistant
- Supervised and delegated duties to Ed Assistant: ordering supplies, organizing classrooms, leading classes, and scheduling outreach CAFÉ programs.
- Supervised and delegated duties to Ceramic Lab Tech: ordering supplies, organizing ceramic lab, leading classes, and scheduling, professional development.
- Supervised all lessons/activities
- Coordinated with Cedar Falls Public Library to offer face painting and activities at Harry Potter event
- Attended "Day of Giving" hosted by Scheel's
- Offered face painting at Santa and Reindeer event at Scheel's
- Started the Spring/Summer schedule of classes- dates, instructors, content
- Coordinated with GBPAC to offer activities in conjunction with Charlie Brown Christmas Play
- Offered puppet activity at GPAC in lobby for both showings of Charlie Brown Christmas
- Contacted Food Bank to coordinate "Empty Bowls" workshops for Spring
- Communicated with new contact at North Star to set our schedule of workshops for the upcoming year.
- Coordinated with Cedar Falls Community Center to offer a CAFÉ paint along session for January
- Met with all youth staff for quarterly staff meeting

Respectfully submitted,



Heather Skeens, Cultural Programs Supervisor
Hearst Center for the Arts

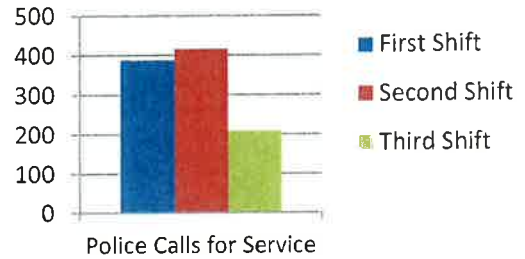
Hearst Center for the Arts Activity Report - Cultural Division FY19

	July	August	September	October	November	December	January
ATTENDANCE							
# of Days Open to Public	27	28	26	26	24	23	
Door Counter	2579	1743	1195	2534	2014	1197	
Sculpture Garden (estimated)	375	300	300	250	200	200	
Average visits per day	109.41	72.96	57.50	107.08	92.25	60.74	
VISIT PURPOSE							
Exhibition (walk-in)	313	347	184	248	343	244	
Exhibition Receptions	141	101	49	74	44	37	
Meetings	40	65	40	69	51	106	
Youth Classes	64	16	140	375	62	0	
Adult Classes	59	29	45	76	30	22	
Messy Mornings	0	0	67	85	49	60	
Camps	918	448	25	0	40	0	
Birthday Parties	65	84	62	45	0	73	
Workshops	17	0	11	79	25	24	
Tours	89	0	0	110	0	0	
Rentals	134	0	84	34	41	85	
Ceramics Lab	18	16	15	21	11	25	
Public Programs	151	140	304	664	276	252	
Thursday Painters	99	130	86	67	97	99	
Volunteers / # of hours	13/22.75	3/5.5	5/26.75	5/53	5/37	2/4.25	
Other	577	367	94	776	945	170	
SERVICES OFFERED							
Youth Classes	3	1	13	5	4	0	
Adult Classes	13	2	4	16	3	2	
Rentals (inc. recitals, etc.)	3	0	4	1	1	1	
Community Group Mtgs	11	14	12	12	8	2	
Messy Mornings	0	0	4	5	4	3	
Camps	10	5	1	0	1	0	
Birthday Parties	2	2	2	1	0	2	
Workshops	1	0	1	0	1	1	
Tours	3	0	0	2	0	0	
Public Programs	6	7	14	9	7	8	
Thursday Painters	4	5	4	4	4	4	
Exhibition Receptions	1	1	1	1	1	1	
DIGITAL TRAFFIC							
E-News Subscriptions	1305	1299	1266	1266	1254	1233	
Facebook Views	23142	16516	17770	24260	18076	14211	
Facebook Followers	1643	1659	1673	1696	1705	1714	
Facebook Event Listings	6	6	11	8	8	8	
OFFSITE SERVICES							
Offsite Education Encounters	152	315	415	611	112	463	
Offsite Education Programs	4	4	4	7	2	2	
Community Committee Mtgs	2	3	3	4	3	1	
MEMBERSHIPS							
Total Friends Memberships	182	224	234	240	228	232	
New/Renewed this month	0	44	11	29	20	23	
PRESS							
Newspaper	1	1	1	2	0	1	
Radio interviews, ads	1	2	1	2	2	0	
Press Releases	1	2	1	2	1	1	
Ads, other (Facebook ads, etc.)	2	1	0	13	0	0	

DEPARTMENT OF PUBLIC SAFETY MONTHLY REPORT DECEMBER 2018

CEDAR FALLS POLICE

<u>Police Statistics</u>	First Shift	Second Shift	Third Shift
Calls for Service	388	416	209
Traffic Stops	93	196	183
Arrests	12	38	26



FIRST SHIFT – Captain Jeff Sitzmann

- Recruit Officers continue to Field Train with First Shift Officers. First shift currently has five active Field Training Officers who assisted in training Officers Velasco, Dougan, Lechtenberg and Danilson. Officer Danilson successfully completed the Field Training Program and began Solo Patrol on First Shift late in December.
- First Shift Officers supplemented Fire staffing throughout the month when a Public Safety Officer was needed.
- First Shift Officers assisted with background checks, participated in interview panels and proctored the Minnesota Multiphasic Personality Inventory (MMPI) test and Police Officer Selection Test (POST) for the eight finalists on the Police hiring list. All eight of them received conditional offers of employment.
- First Shift Officers conducted Foot Patrol at the Recreation Center on the weekends during the month. There have been some recent problems with fighting on the basketball courts. Officers make a point of being seen and communicating with staff to assist them in any way possible.
- Officer responded to a Stolen wallet at Wal-Mart. This was a well-organized Theft involving two people. Within two hours a credit card from the Stolen wallet had used and approximately \$5,000 in charges were made in Grundy Center and at the Cedar Falls Target. Officers worked with Grundy Center to obtain a license plate. The information has been provided at the monthly Investigators Meeting, as well.
- Officers assisted the School Resource Officer with a Disorderly student at the Cedar Falls High School. The student assaulted a faculty member, damaged school property and resisted Officers as they took her into custody. She also spit on Officers. She was arrested, booked into the Black Hawk County Jail and taken to Bremwood.
- Officers investigated a Shoplifting in which a subject ran away from Security at the College Square Mall. Officers were able to get the man identified. There is a Warrant for his arrest.
- Officers were notified of seven separate bomb threats throughout town. These same threats were being made nationally via e-mail. Only the first business was evacuated. It was determined all of the threats were hoaxes.
- Officers were sent to the Clarion Inn for a Stabbing in progress. Officers met with the victim who reported being Robbed at knifepoint and a small amount of cash was Stolen. The victim had a very minor wound that did not require medical attention. The case is still under investigation.
- One subject was arrested for Domestic Assault after her husband was treated for injuries he received at the hospital. It is believed that he was struck in the head with a Yankee Candle jar.
- Officers were called to a Traffic Hazard that ended up being a Road Rage incident. There was an initial interaction between a truck and a car. The car followed the truck and the driver threw a piece of metal at the truck damaging it. The subject in the truck then stopped and approached the other vehicle. The subject approaching the car had a gun on his hip and had a weapon permit. The subject in the car had a machete with him. Ultimately it was determined that the driver of the car would be arrested for Disorderly Conduct, Carrying Weapons, and Criminal Mischief 3rd.
- Officers were called to a residence for a Domestic Assault and prior to Officers' arrival the suspect left on a bike. Officers tracked the subject's bike and footprints all over the wooded areas of North Cedar. Citizens living in the area offered up their ATV's and knowledge of the trails to assist Officers. The subject was eventually located and arrested. He was treated at the hospital for exposure since he had gone through water while trying to evade Officers. The suspect was charged with 2nd Offense Domestic

Assault, 3rd Offense Possession of Methamphetamine and Marijuana, and Possession of Drug Paraphernalia.

SECOND SHIFT – Captain Jeff Harrenstein

- Officers were dispatched to Scheel's for the report of a Theft. A female juvenile was arrested for taking items from the store.
- Officers were busy with Accidents. After rain and a small dusting of snow, roads got slick. The problems occurred on the highway overpasses on Highway 58 and Highway 20.
- Officers responded to the report of a Larceny in progress at Wal-Mart. Officers arrested a male and a female for Shoplifting from Wal-Mart. Both were charged with Theft 3rd. The male was also charged with Carrying Weapons.
- While investigating the above Shoplifting, a female came up to them claiming to have been Assaulted. They made contact with the male subject who was uncooperative. The male was charged with Interference with Official Acts. The female decided she didn't want the male charged with the Assault.
- Officers were called to Scheel's for a Larceny in progress. It was reported that a male subject took a BB gun and a pair of Under Armour pants. The investigation continues.
- Officers following-up on a drug investigation; arrested a male juvenile for Possession of Marijuana.
- Officers conducting a routine Traffic Stop; located a driver who was Barred. The male was charged with Driving While License Barred.
- Officers responded to the report of a Domestic Assault. Officers learned a male had Assaulted his girlfriend, pushed her down the steps and strangled her. He then took off with his 3-year old daughter. Officers located the male-half, outside of his mother's residence at the Western Home. He was charged with Assault Domestic Abuse With Strangulation.
- Officers conducted follow-up investigation into separate Theft incidents from Blaine's Farm and Fleet and Wal-Mart. As a result, one adult female was arrested in each incident and charged with Theft 5th Degree.
- Two arrests were made for Operating While Intoxicated 1st Offense. One arrest was made after a female subject was found passed out at the wheel in traffic. The second involved a Motor Vehicle Accident.
- Officers again made an arrest for Theft 4th degree as the result of follow-up to a previous Theft incident.
- Officers on Second Shift responded to two additional e-mail bomb threats. One was received at AEA 267 and the other at the Cedar Falls Tourism Center. Both are part of a nationwide e-mail hoax.
- Officers responded to Kohl's on the report of two female Shoplifters. As a result, two adult females were charged with Theft in the 2nd Degree, Trespass, Removal of a Theft Detection Device and Driving While License Suspended. Both females had extensive arrest histories in the Linn County area.
- Officers conducted follow-up on a previous Theft incident at Wal-Mart. As a result, one adult female was charged with Theft 5th Degree.
- Officers were dispatched to a residence on Grand Boulevard for a Domestic Abuse report. One of the subjects involved was transported to Sartori Hospital and it was determined the subject sustained a broken leg. Officers interviewed all parties and several witnesses. At this time the investigation is continuing.
- Officers responded to a Dumpster Fire at a residence on West 4th Street. Officers assisted Cedar Falls Fire Rescue with the fire and a Compressed Air Foam System was deployed to extinguish the fire.
- Officers responded to Wal-Mart on the report of a Shoplifter. One adult female was arrested and charged with Theft 5th Degree.
- Officers conducted follow-up from a previously reported incident. As a result, one adult male was arrested and charged with Harassment 1st Degree and Criminal Mischief 5th Degree.
- Officers responded to Old Navy in Viking Plaza on the report of multiple Shoplifters. The suspects had left prior to Officer's arrival. Investigation continues.

- Officers conducted a Traffic Stop in the area of 13th Street and College Street. Investigation revealed that the driver and passenger were subject to a Valid No-Contact Order. Both were arrested and charged with Violating a Court Order.
- Officers responded to Shoplifting incidents at Wal-Mart and Kohl's. One adult female was charged with Theft 5th and an adult male was charged with Theft 4th, Possession of Marijuana, Possession of Methamphetamine and Illegal Possession of Prescription Pills.
- Officers responded to a Domestic Abuse Assault at a residence on Cedar Heights Drive. As a result, one adult male was charged with Assault With Strangulation Causing Bodily Injury.
- Officers responded to Thunder Ridge Ampride on the report of an employee Stealing from the business. Officers determined that the employee was selling items to a friend at a reduced rate and was failing to ring-up items purchased by the friend. The employee was charged with Theft 3rd Degree and her friend was charged with Theft 5th Degree.
- Officers also responded to Target for an adult female Shoplifter. This subject was charged with Theft 4th Degree.
- Officer follow-up investigation led to two arrests from previously reported Thefts at Wal-Mart. One adult female was charged with Theft 5th Degree and one adult male was charged with Theft 3rd Degree.
- Officers attempted to Stop a vehicle on Center Street that had been called-in as Driving Without Headlights and Speeding. The vehicle fled from Officers and a short Pursuit entailed. The vehicle lost control in the 400 block of Franklin Street, struck a tree and rolled several times. The driver crawled out from the vehicle and fled the scene. It was determined that the vehicle has been Stolen from Waterloo.
- Officers again responded to Wal-Mart for a Shoplifter. One adult female was charged with Theft 5th.
- Officers responded to a Motor Vehicle Accident involving a pedestrian at College Square Mall. It was determined that the pedestrian was struck and the driver involved did not see one another as the pedestrian crossed the roadway near a Mall entrance. Heavy rains likely played a factor in the Accident. The pedestrian sustained minor injuries.
- Officers responded to the Smoke House BBQ restaurant on University Avenue for a Fight in progress report. It was determined that a verbal altercation between the owner and an employee escalated to punches being thrown. Officers later spoke to the employee involved, who was charged with Disorderly Conduct.
- Officers responded to Wal-Mart for a Theft in progress. The suspect fled the store and was found a short distance away. One adult male was charged with Theft 3rd Degree.
- Officers were called to Cedar Valley Eye Care on West 1st Street for a Suspicious Subject. The subject provided Officers with False Identity information and was subsequently arrested for several drug related offenses and Harassment of a Public Official.
- Officers conducted follow-up investigation from a previously reported Accident With Injuries. As a result, an adult female was charged with Leaving the Scene of a Personal Injury Accident.
- Officers responded to a Vehicle Rollover Accident in the 4200 block of Union Road. There were no injuries involved and the Accident was caused by road conditions and driver error.
- Officers again responded to Wal-Mart for a Shoplifter. One adult male was charged with Theft 5th.
- Officers responded to the 1200 block of Maplewood Drive for a Weapons Violation. Officers arrived and determined a number of actions occurred, including a Motor Vehicle Theft, Accident, Drug Violation and Assault. Officers were met with a lack of cooperation from parties involved and at this time it is unclear what occurred during the incident.

THIRD SHIFT – Captain Mark Howard

- Officer noticed two subjects arguing. When he attempted to confront the subjects, one took-off from the Officer. He was caught and was arrested for Intoxication.
- Officer noticed a vehicle without out its headlights on. The driver was arrested for Operating While Intoxicated.
- Officers were called to the 900 block of Tremont Street for a male subject attempting to enter a residence. The subject was located and was arrested for Intoxication.
- Officers were called to Andrea Drive and Brandilynn Boulevard for a water main break. Cedar Falls Utilities was called.

- Officers were called to Viking Road and Highway 58 for a vehicle in the intersection and the driver passed out. The operator was arrested for 3rd Offense Operating While Intoxicated.
- Officers called to Hidden Valley Apartments for a Male / Female Disorderly. Upon further investigation, the female knocked on the door. A roommate answered the door. When the door was opened, the girl knocking sees the new girl exit her boyfriend's bedroom. Girl knocking becomes upset. Boyfriend wants her to leave and advised not to come back.
- Officers called to a Weapons Violation at the Other Place on the Hill. Officers located the subjects reported to be carrying a firearm. He was searched and no guns were located. Officers conducted a Walk-Through and spoke with several people including employees who all report him mention a gun, but no gun was ever observed. Several people identified.
- Officers called to the Blue Room for a report of an Intoxicated bartender. Both bartenders were checked and neither Intoxicated.
- Officers called to an out-of-control juvenile on State Street. Juvenile had been drinking. Officers were able to calm him down.
- Officers called back to same house on State Street now for a juvenile attempting Suicide. He attempted to cut his wrist and had superficial wounds. He was transported to Allen Hospital with an Officer in the ambulance.
- Officers found a car load of females at Pfeiffer Park smoking weed. Officers searched the vehicle and found nothing. They smoked all of it just prior to Officers arrival. Investigation started.
- Officers called to two female roommates Fighting, one throwing and smashing stuff. They were separated for the night.
- A subject dumpster diving behind Tony's Le Pizzeria found 26 violins and cellos in the dumpster inside garbage bags. The instruments were inside cases. All of the cases were from a Waterloo School. Further investigation determined the owner of the Violin Shop Washington Street closed shop and threw the old instruments in the trash.
- Officers called to an address on Luke Street for a report of a known drug house having the same vehicle there multiple times. Officers made a Traffic Stop on this vehicle and determined there was no drug use at this time.
- Officers dispatched to a Wanted Subject at Sharkey's Fun House. It was reported the subject was armed and considered dangerous. A description was given and Officers were unable to locate him. He is a known gang member from Waterloo.
- Officer was flagged down in the 300 block of Main Street. A subject was passed out next to a building. He was arrested for Public Intoxication.
- Officer was out in the 100 block of 4th Street when he observes a female attempt to drive away. She was Stopped. Same Officer was assisting with another call when he observes same female driving her vehicle sitting behind his Patrol car. She was stopped and subsequently arrested for Operating While Intoxicated.
- Officer flagged down by an Assault victim behind Social House. The victim reported being jumped by 14 subjects that jumped out of two cars. The victim was covered in blood and was checked out by paramedics. Investigation continues.
- Officers called to the 100 block of Main Street for people on the fire escape. Officers checked the area and did not locate anyone on the fire escape or an emergency needing to use the fire escape.
- Officers find a male passed out on the floor of Insomnia Cookies on the Hill. He was arrested for Public Intoxication.
- Officers called to a Male / Female Disorderly on West 3rd Street. Officers spoke with both and advised to keep it down. Both report this was only verbal. Officers returned to West 3rd Street for the same two Fighting. This time the female agreed to leave for the night.
- Officers report a Fight at Deringer's Public Parlor. A subject was Fighting with security. He was arrested for Disorderly and Intoxication.
- Officers were called to a residence on West 13th Street for alarms going off in the house. The house is a hoarder house and no one lives there. Fire did not want to enter the house. An owner was contacted and will be in touch with Police Department in the morning with a key. Cedar Falls Utilities was called out and agreed to shut-off the gas to the house.

- Officers were called to Rasmussen Towing for a Vehicle on Fire. The vehicle was towed to Rasmussen after it was reported on fire earlier in the day. The fire was not all the way put out and the car re-ignited.
- Officer watched a subject start a Fight at the Kwik Star on the Hill. The subject was arrested for Intoxication.
- Officers were called to a residence on West 13th Street for a female possibly smoking Marijuana in her car. When Officers arrived she had already walked inside her residence. Officers did make contact with her and she checked OK. Officers did cite her vehicle for Parking a Vehicle Over the Sidewalk.
- Officers were called to the 900 block of West 23rd Street for an Assault that had just occurred. The subject had run-off before Officers got there.
- Officer while walking on College Hill noticed a Disorderly in the 2100 block. One subject was arrested for Disorderly and Intoxication, after he refused to leave and became belligerent with Officers.
- Officers noticed a subject throw an object and break a window at Jiva Salonspa in the 200 block of Main Street. Officers were able to run the subject down and stop him. The subject was bleeding from the head and the hand. Officers did call for an ambulance. Officers were then notified that the same subject punched and broke a window at the LandMark Bar. It was determined that the subject threw his Vape at the Jiva Salonspa window and after shattering the glass, it bounced back and hit him in the head cutting him. He was taken to the Emergency Room and will be charged with Intoxication and Criminal Mischief at a later date.
- An Officer noticed a male subject walking down the sidewalk in the 2100 block of College Street with a drink in his hand. The subject was arrested for Public Intoxication and cited for Minor In Possession.
- We were given Intel from Waterloo Police Department about some gang members going to be on the Hill causing problems possibly carrying weapons. Officers located these subjects inside Little Bigs. The group of four was escorted from the bar to identify. When Officers asked if anyone had weapons and they would be searched one of them took-off running. Officers pursued the subject east from behind Little Bigs. As the subject was running he reached into his waistband and pulled a handgun. He threw the handgun onto the roof in the 2200 block of Olive Street. A Taser was deployed and the subject was apprehended in the parking lot of 2212 Olive Street. The handgun was recovered with eight rounds of ammunition. The Defendant was charged with Carrying Weapons and Interference with a Weapon.
- Officer found a vehicle in the parking lot of Varsity Cleaners running with a subject passed out in the driver's seat. He was arrested and charged with Operating While Intoxicated.
- Officers called to the Christie Apartments for a Suicidal female. After speaking with her and the paramedics it was determined she was not a threat to herself and she was not transported.
- Officer observed a vehicle Failure To Stop at two Stop signs. Traffic Stop at 6th Street and Main Street resulted in the driver being arrested and charged with Operating While Intoxicated.
- Officers observed a Traffic Violation and initiated a Stop at 7th Street and Main Street. The driver was arrested and charged with Driving While Revoked and taken to Jail.
- A vehicle with no headlights was observed at 22nd Street and College Street. Vehicle was Stopped in Bani's parking lot. Driver arrested for Suspension. At the Police Station the defendant did Sobriety and was arrested for Operating While Intoxicated.
- Officers assist State Patrol with a Traffic Stop at 1st Street and Main Street. The driver of the vehicle is a Sovereign Citizen. After a lengthy debate between the Trooper and driver, the driver was arrested for Interference, Suspension and Harassment of a Public Official. The Defendant had to be removed from his vehicle. Officer assisted the Trooper with transporting the subject to County due to State not having a cage in his vehicle.
- Officers called to a subject passed out behind the wheel at 12th Street and Hudson Road. When Officers arrived the vehicle was in gear and the driver's foot on the break and passed out. The driver was arrested for Operating While Intoxicated.
- An Off-Duty Officer called in a vehicle all over the roadway coming from Waterloo into Cedar Falls on Highway 57. Officers located the vehicle. The driver was arrested and charged with Operating While Intoxicated.

- Cedar Falls Fire Rescue and Officers called to Aldrich Elementary School for a commercial automatic alarm. Officers found the door to the art room to be hot to the touch. They discovered the kiln for pottery was left on all weekend and had reached a temperature of 1300 degrees. There was no actual fire, but the temperature in the room triggered the fire alarm system. It had not reached the temperature for the sprinklers to activate.
- Officers were called to the 200 block of Iowa Street for a Disorderly female. The report was the female ran out of a house, was calling for help, and hiding behind some trash cans in the area. Officers made contact with the female and it was learned that she had mixed her prescription medicine and alcohol. The combination caused her to have mental issues. She had her grandmother take care of her.
- Officers were called to the area of Prairie Parkway and Viking Road to assist a female. The female had been in a fight with her boyfriend and needed to get out of the area. It was learned that the female just wanted a ride home from the area.
- Officers conducted Specialized Traffic Enforcement in the area of Cedar Heights Drive and University Avenue. Several vehicles were Stopped and cited for Speed Violations.
- Officers were called to a Disorderly at a residence on West 18th Street. Male and a female were arguing about property.
- Officers were called to a residence on Green Creek Road for two sisters Fighting. A report was made and forwarded to Department of Human Services as requested by the mother.
- Kwik Star on the Hill reported an Intoxicated male leaving their parking lot. An Officer located that vehicle and administered Field Sobriety Tests on that subject. When Officers tried to arrest the subject, he fought Officers. Several Officers were called to the scene. The subject was taken directly to the Jail and charged with Operating While Intoxicated and Interference.
- Officers conducted Special Traffic Enforcement along Cedar Heights Drive.
- Officers called to a Fight behind Pump Haus. By the time Officers arrived the Fight had cleared. It was reported between 15-20 subjects Fighting.
- Officers called to the Kwik Star on College Street for a male subject causing problems. We have a history with this subject. This time he was Harassing the employees and grabbed a customer around the neck. Both the male subject and the customer were gone when Officer arrived.
- Officers observed a subject unable to walk in the area of 22nd Street and Walnut Street. Officer made contact and observed the subject to be extremely intoxicated. He was arrested for Public Intoxication.
- Officers dispatched to a residence on West 5th Street for an Assault. Officers arrived on scene to hear screaming from inside the house. The Assault was called in by a minor in the house. Officers could see the child in a bedroom waving her arms to get the Officers attention. Officers were unable to get in the front door and had to force entry. Officers find a 17-year old out of control after taking acid fighting with her mother in a back bedroom. The 17-year old was taken to the hospital for treatment of an overdose.
- Officers sent to an address on Center Street for a Disorderly. The boyfriend was asked to leave. He returned and kicked the front door in and punched another wall. He was gone when Officers arrived. Charges are pending.
- Officers dispatched to a resident that came home from work to find her back door wide open. Officers cleared the house and found nothing out of place.
- Officers dispatched to a residence for a Disorderly. Officer arrived on scene and found subjects in the hallway. They were advised to go inside. They were all from one apartment.
- Officers dispatched to assist with an unresponsive 44-year old female. She was just having a seizure and refused transport after she came to.
- Officers called to a Rottweiler loose on State Street. The dog voluntarily went home.
- Officer dispatched to Allen Hospital for a Sexual Assault. The victim refused and wanted to remain anonymous. She later changed her mind and filed charges. Investigation continues.
- Officers were called to an Accident at 4th Street and Walnut Street. The driver was arrested for Operating While Intoxicated 2nd and given three citations.
- Officer was called to an address to speak with a subject who advised she was Sexually Assaulted at Voodoo Lounge. She refused to file a report at this time.

- Officer Stopped a vehicle for Driving Recklessly. It was determined that the vehicle's brake did not work. The driver was also intoxicated and was arrested for Operating While Intoxicated.
- Officers were called to a residence on East 21st Street for an Assault. Pursuant to that call, a male was arrested and charged with Domestic Assault.
- Officers were called to assist ambulance at a residence. A short time later, Officers were called Sartori Hospital for the same subject who was reporting that she was Assaulted by her live-in boyfriend. The male subject was arrested for Domestic Assault Serious.
- Officer noticed a subject stumbling down the sidewalk in the 300 block of Main Street. When the subject stopped to urinate on a building, the Officer attempted to make contact with the subject. The subject took-off running and a Foot Pursuit ensued. The subject was caught a short time later and was charged with Intoxication and Interference.
- Officer walked out the North parking lot door and saw two subjects exit a vehicle and start to urinate in the roadway by the Police Department. The Officer made contact with the two subjects. Both were cited for Public Urination and the driver was arrested for Operating While Intoxicated.
- Officers were called to 22nd Street and College Street for a subject trying to kick a door in. The subject was arrested for Intoxication.
- At 0145 an Officer checked out a Disorderly at Sharkey's Fun House. One minute later he called out Shots Fired. All Shift responded. Two subjects were shot and treated at local hospitals. The Officers did not locate the shooter. Investigations Unit was called-in to take over the case. The Officer was in the line of fire when the shots occurred and he gave Pursuit, but did not locate the subject.

INVESTIGATIVE UNIT – Captain Michael E. Hayes

- Investigator went to a suspect's house reference the Indecent Exposures that have been occurring in the College Hill and University of Northern Iowa campus areas. The suspect was not home and a message was left to contact the Investigator.
- Investigator assisted Second Shift Officers on an Unattended Death on Rainbow Drive.
- Investigator attended the Black Hawk County Area Investigator Meeting.
- Investigator attended Sexual Assault Training at Black Hawk County Training Center.
- Investigator applied for Arrest Warrants for an Offender in a Sexual Assault case. The Offender is accused of Sexually Assaulting a relative.
- A male subject was arrested on two counts of Indecent Exposure.
- Captain Hayes attended the Family Children's Council Board Meeting.
- Investigator applied for an Arrest Warrant on a suspect who was in Possession of Stolen Items. The Stolen Items were from a Burglary that occurred several months ago to a storage shed in Cedar Falls.
- Investigators assisted First Shift Officers with several Bomb Threats that came in form of e-mails to businesses. These Bomb Threats were reported all over Iowa.
- Investigator attended Child Protection Center's monthly review.
- Captain Hayes attended the Child Protection Center's Board Meeting.
- Investigators conducted Tobacco Compliance Checks on all businesses that have a tobacco license. A total of 35 businesses were Checked. Only two of these businesses sold to the minor.
- Investigator applied for two Class D Felony Arrest Warrants reference a Bad Check scheme that occurred in Cedar Falls. The incident occurred several months ago.
- Investigator talked to a Department of Human Services worker reference a case that will be going to Court.
- Investigator talked with a victim of a crime that wanted property back. Was advised of options she had.
- Information was gathered for an incident that the Federal Government (drug case) is looking into.
- Investigator applied for four Warrants (Fraud) for a person who used someone else's credit card to obtain merchandise in stores located in Cedar Falls.
- Investigator went to Cedar Rapids to pick up a recovered Stolen Boat. The boat was taken from the Industrial Park area several months ago. The investigation continues into the Theft.

Case Information For Month:

- Cases Assigned: 15
- Cases Closed Inactive: 19
- Cases Closed Exceptional: 4

- Cases To County Attorney For Review: 2
- Cases Closed By Arrest / Warrant: 6

Cellebrite Extractions (Lieutenant McNamara):

- Examined two Android and two Apple cell phones reference a Robbery investigation.
- Total Number Of Examinations: 4

School Resource Officer:

- School Resource Officer Ladage talked with two student's reference possible Sexual Assaults. They were given their options - one occurred in Waterloo and the second residence is not known at this time.
- School Resource Officer Ladage opened up a Family Offense case reference a possible family in need of assistance. A Child Protection Center interview has been set-up for the victim.
- School Resource Officer Ladage met with Child Protection Center staff and a possible victim of a Sexual Assault. The child was interviewed by staff and the investigation continues.
- School Resource Officer Ladage dealt with an Assault at the Cedar Falls High School. The student Assaulted a faculty member. Incident remains under investigation.
- School Resource Officer Ladage met with parents of a student at an elementary school reference Bullying problems.
- School Resource Officer Ladage conducted two Talks to Fourth Graders at Southdale Elementary School on 'Bullying'.
- School Resource Officer Ladage conducted four Talks to Fifth Graders at Lincoln Elementary School on 'Internet Safety'.
- School Resource Officer Ladage talked to three classes of Sixth Graders at Lincoln Elementary School on the 'Effects Drugs and Alcohol has on the Body'.
- School Resource Officer Ladage Talked to a Fourth Grade class at Southdale Elementary School on 'Bullying'.
- School Resource Officer Ladage took his Federal Aviation Administration (FAA) Drone test. He passed and is now a certified pilot for the Drone.
- School Resource Officer Ladage and Captain Hayes met with Cedar Falls School administrators reference the Child Protection Center.
- School Resource Officer Ladage met with a victim of Harassment at the Cedar Falls High School. The victim did not want anything done, just wanted options.
- School Resource Officer Ladage assisted Waterloo Police Department with a case that they were working. The person of interest went to a Cedar Falls School.

CSI Report:

- Sex Kits were taken to the State Lab. This is part of the Iowa Sexual Assault Kit Initiative where the State would like to test Sex Kits that were not submitted for testing.
- Evidence taken to the State Lab for processing on two separate occasions.
- Property from one closed case from 2018 was destroyed.
- One item of found property from 2018 was destroyed.
- Property from 12 closed cases from 2017 was destroyed.
- Fourteen items of found property from 2017 were destroyed.
- Property from two closed cases from 2016 was destroyed.
- Ten items of found property from 2016 were destroyed.
- Property from 83 closed cases from 2015 was destroyed.
- Three items of property were released to their owners.

Calls Requested For Assistance:

- Officer Belz assisted Second Shift Officers with an Unattended Death on Rainbow Drive.
- Officer Belz was called in to assist First Shift with a Stabbing that occurred at the Clarion Hotel.
- Officer Belz was called in to process a scene for Second Shift Officers. Officers were involved in a Pursuit. The driver lost control of the vehicle and was involved in an Accident and the driver fled the scene. The vehicle was later reported Stolen.
- Officer Belz assisted Second Shift Officers with processing a vehicle involved with a Robbery on Maplewood Drive.

Evidence / Property:

- Evidence Entered: 83
- Found Property Entered: 25

- Property Held For Safekeeping: 3
- Evidence Tested For Outside Agencies: 0
- CD's Entered By Officers: 137
- Attorney Video Copies: 67
- Attorney Requests (Not Video): 2

POLICE RESERVE UNIT – Lieutenant Brooke Heuer

- Nearly all of the Reserve Officers attended the December Training and meeting where Scott Sterrett's parents and Samir Husidic were presented with plaques as an appreciation of their service and dedication since 2005. An award was also presented to Lieutenant Beckner for all of his years of service as the Reserve Coordinator.
- Reserve Officer Erickson attended Module C and Module D Training at Hawkeye Community College working toward his certification. He also tested on and passed Module C.
- Reserve Officer Lindley continued her Field Training on Second Shift with Officer Copp.
- The Reserve Unit assisted with providing extra Patrols to busy shopping areas during the days leading up to Christmas.
- The Reserve Unit picked a family to sponsor for Christmas and presented the gifts to two girls who were mentioned by School Resource Officer Ladage as students who would be good candidates as recipients.
- Mark Kelley was brought on as our newest Reserve Officer. He will begin attending Module Training at Hawkeye Community College in January.
- POC Reserve Officer Derek Brown submitted his resignation from the Program. Reserve Officer Brown had been with the program since 2013.
- 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.
- During the month of December, the Reserve Unit logged a total of 185 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	13
Brown	33.25
Buck	4
Burg	4
Cross	25
Erickson	28.5
Griffin	24
Jaeger	14
Lindley	21.25
Wright	18
TOTAL	185

POLICE TRAINING EVENTS – Lieutenant Marty Beckner

- National Crime Information Center (NCIC) Recertification exams.
- Documents have been submitted for future Training.
- Lieutenant Heuer attended “Solutions for Law Enforcement Supervisors” at the Iowa Law Enforcement Academy.
- Lieutenant O'Neill attended the FBI's “LEEDA” training in Chicago, Illinois.
- Lieutenant Yates attended “Sexual Abuse Response Training” at the Black Hawk County Sheriff's Office Training Facility.
- There was no scheduled Police In-Service Training in December.
- Officers Lechtenberg, Dougan, and Velasco continued their Field Training.
- Officers Reimers and Danilson completed their Field Training and moved to Solo Patrol.

POLICE RECORDS – Lieutenant Marty Beckner

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

POLICE STATISTICS:**December 2018****Total 2018****Group A Crimes**

Murder	0	0
Kidnapping / Abduction	0	3
Forcible Rape	2	23
Forcible Sodomy	1	2
Forcible Fondling	0	13
Robbery	3	12
Assault	25	162
Arson	0	4
Extortion / Blackmail	0	2
Burglary / B&E	4	116
Theft	44	603
Theft / Motor Vehicle	0	34
Counterfeit / Forgery	2	53
Fraud	12	95
Embezzlement	0	1
Stolen Property	0	7
Vandalism	13	142
Drug Offenses	15	164
Porn / Obscene Material	0	2
Prostitution	0	0
Weapon Law Violation	3	13

Group B Crimes

Theft by Check	2	8
Disorderly Conduct	13	111
Operating While Intoxicated	14	133
Public Intoxicated / Liquor Violations	12	203
Non-Violent Family Offense	0	9
Liquor Law Violation	1	11
Peeping Tom	0	1
Runaway	1	12
Trespassing	2	28
Other Offenses	15	164

Group A Total:	124	1,451
Group B Total:	60	680
Total Reported Crimes:	184	2,131

Traffic Accidents

Fatality	0	1
Personal Injury	19	121
Property Damage	52	639
Total Reported Accidents	71	761

Driving Offenses

Driving While Barred	1	17
Driving While Suspended / Revoked	3	37
Eluding / Peace Officer	1	6
Total Driving Offenses	5	60

Alcohol/Tobacco Violations	8	285
Calls For Service	1,392	18,156
Total Arrests	73	972

CEDAR FALLS FIRE RESCUE

DECEMBER FIRE DEPARTMENT ACTIVITIES:

- Station #1 (Blue Shift):
 - Provided one Station Tour.
- Station #1 (Red Shift):
 - Provided one Station Tour.

FIRE ALTERNATIVE STAFF:

- Part-time and POC Firefighters contributed 16 hours of Shift Duty in December.

FIRE INSPECTIONS – Battalion Chief Curt Hildebrand

- December Rental Inspections: 140 (Shift Personnel assisted with 74 Unit Inspections)
- December Re-Inspections: 11
- December Daycare / Preschool Inspections: 15

FIRE TRAINING EVENTS – Lieutenant Marty Beckner

- Fire Training In-Service consisted of: Ice Rescue Procedures.
- Target Solutions Training Material:
 - CAPCE – Injuries and Infections of the Eye.
 - NFPA 1021 – Fire and Life Safety Inspections.
- 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 Awareness, and HazMat Ops.

FIRE RECORDS – Lieutenant Marty Beckner

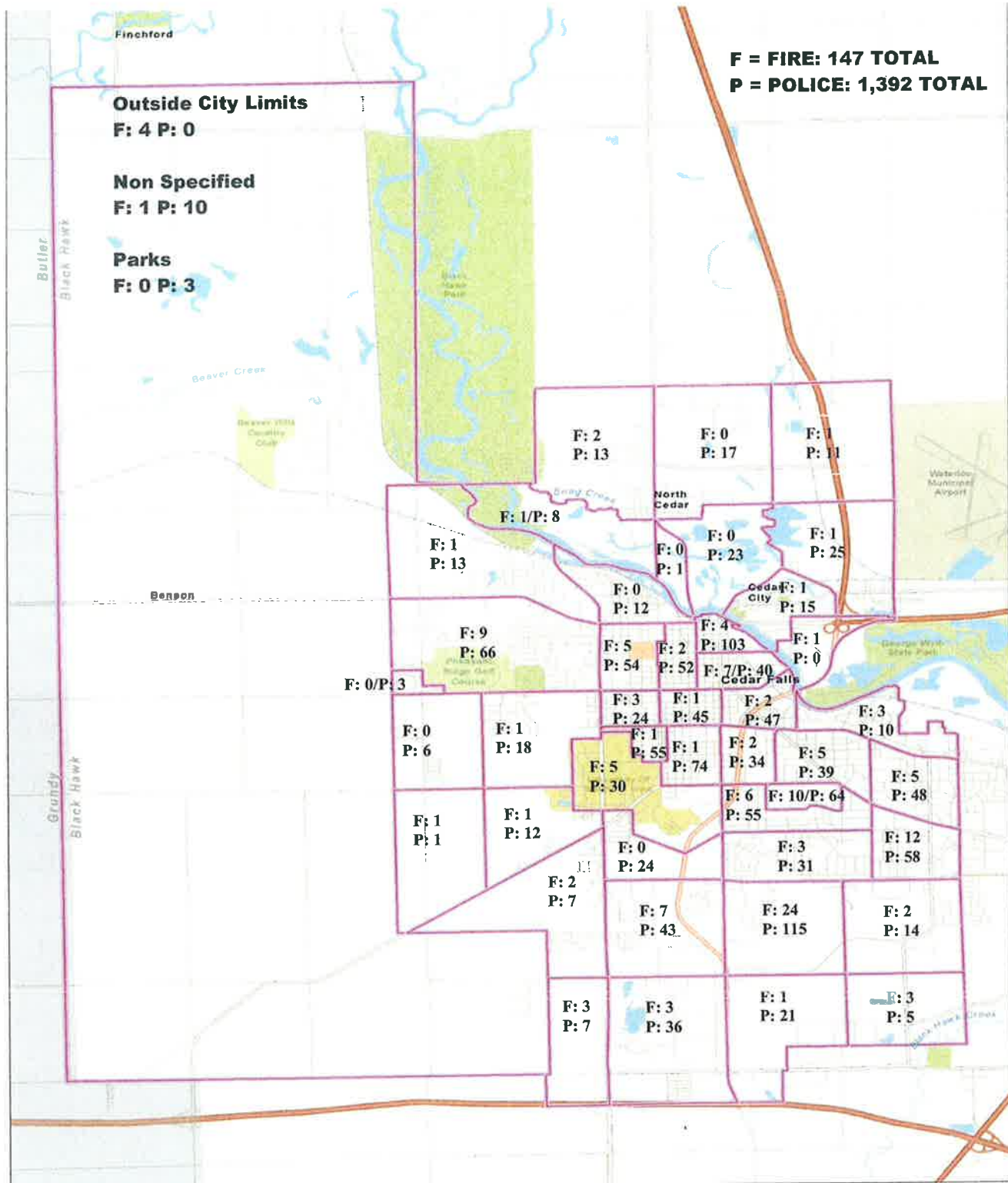
- Vehicle, Equipment, and EMS inventory every Tuesday.
- Equipment Check, Review and Handling every Monday.
- SCBA Inspection the first Wednesday.
- SCBA Check every Wednesday.
- Aerial Platform Exercise and Testing every Sunday.
- District Familiarization.
- Commercial Inspections.

FIRE RESCUE CALLS FOR SERVICE

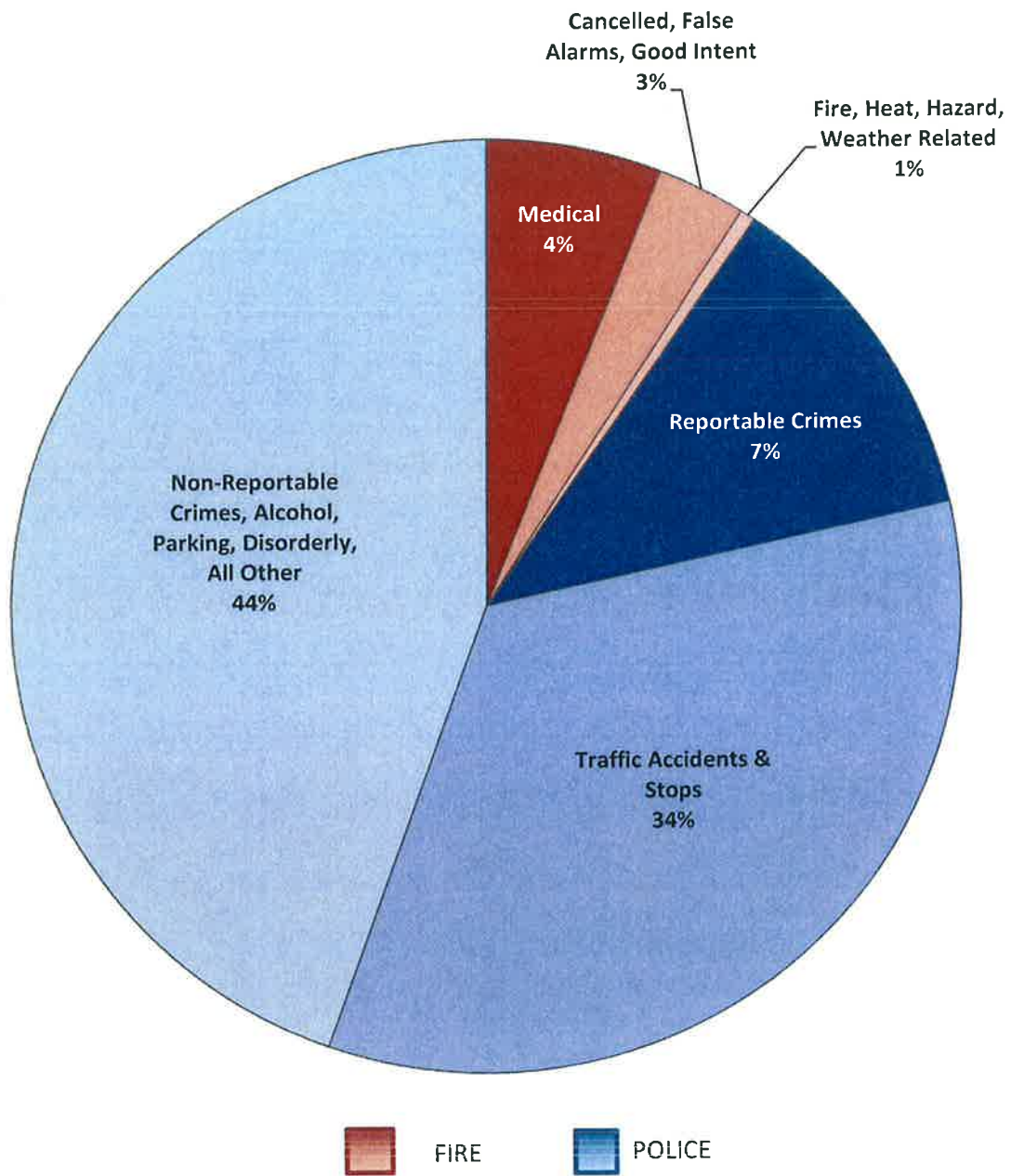
Type of Incident (Monthly)	Jan '18	Feb '18	Mar '18	Apr '18	May '18	Jun '18	Jul '18	Aug '18	Sep '18	Oct '18	Nov '18	Dec '18
Medical	88	86	80	83	84	102	74	97	107	66	63	92
Cancelled, False Alarms, Good Intent	59	51	51	51	57	52	57	60	51	54	41	47
Fire, Heat, Hazard, Weather Related	11	16	8	13	13	16	8	8	12	17	11	8
Totals	158	153	139	147	154	170	139	165	170	137	115	147

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

Cedar Falls Public Safety Grid Map



Cedar Falls Public Safety Experience Survey (December)



BEFORE THE CEDAR FALLS CITY COUNCIL

IN RE:
Zainab LLC d/b/a Up in Smoke
2218 College Street
Cedar Falls, IA 50613

**ORDER ACCEPTING
ACKNOWLEDGMENT/
SETTLEMENT AGREEMENT**

ON this _____ day of _____, 2019, in lieu of a public hearing on the matter, the Cedar Falls City Council approves the attached Acknowledgment/Settlement Agreement between the above-captioned permittee and the City of Cedar Falls.

Therefore, the Cedar Falls City Council FINDS that the above-captioned permittee has remitted to the "City of Cedar Falls", a civil penalty in the amount of Three Hundred and No/100 Dollars (\$300.00). Be advised that this sanction will count as a first violation of Iowa Code Section 453A.2(1), pursuant to Iowa Code Section 453A.22(2)(a). IT IS THEREFORE ORDERED that the judgment in this matter is hereby satisfied.

Mayor
City of Cedar Falls

IN RE:

Zainab LLC d/b/a Up in Smoke
2218 College Street
Cedar Falls, IA 50613

**ACKNOWLEDGMENT/
SETTLEMENT AGREEMENT**

ACKNOWLEDGMENT/SETTLEMENT AGREEMENT

I (we) hereby knowingly and voluntarily acknowledge that I (we) have received the Notice of Hearing and the Complaint in the above case. I (we) hereby knowingly and voluntarily acknowledge the facts and allegations contained in the Complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. I (we) hereby knowingly and voluntarily waive hearing and submit to the statutory penalties prescribed by Iowa law. I (we) understand that this penalty will count as an official "First Violation" of Iowa Code Section 453A.2 pursuant to Iowa Code Section 453A.22. I (we) have enclosed a check for \$300.00 made payable to the "City of Cedar Falls" to settle the above-referenced complaint.

ZAINAB LLC d/b/a UP IN SMOKE

By: _____



CITY OF CEDAR FALLS

By: _____



DATE

1-19-2019

NOTE: This must be signed by an individual cigarette permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

If you decide to sign this ACKNOWLEDGMENT/SETTLEMENT AGREEMENT and waive your appearance at a hearing, this document, properly signed and dated, along with your \$300.00 check made payable to the "City of Cedar Falls", should be returned to: Samuel C. Anderson, City Attorney, 528 West 4th Street, P.O. Box 1200, Waterloo, Iowa 50704.



DEPARTMENT OF ADMINISTRATIVE SERVICES

CITY OF CEDAR FALLS, IOWA
220 CLAY STREET
CEDAR FALLS, IOWA 50613
PHONE 319-273-8600
FAX 319-288-5126

January 14, 2019

Zainab LLC d/b/a Up in Smoke
2218 College Street
Cedar Falls, IA 50613

7011 1570 0000 5640 2199

Re: 12/17/18 Tobacco Violation

Dear Sir or Madam,

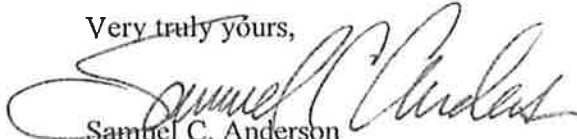
The City of Cedar Falls has scheduled a hearing before the City Council at 7:00 p.m. on March 4, 2019, City Council Chambers. The hearing complaint, which has been filed against you, is attached.

If you or your representative fails to appear at this hearing, a decision may be rendered against you. You have the opportunity to be heard at this hearing and to be represented by an attorney at your own expense regarding the mandatory \$300.00 civil penalty prescribed by 453A.22(2)(a) for the violation of Iowa Code Section 453A.2(1), selling, giving, or otherwise supplying any tobacco, tobacco products, or cigarettes to any person under eighteen years of age.

If you wish to settle this case in lieu of the public hearing, you may complete the attached Acknowledgment/Settlement Agreement, returning the original copy, properly signed and dated, to Samuel C. Anderson, Assistant City Attorney, 528 West 4th Street, Waterloo, Iowa 50701, no later than ten (10) business days prior to the hearing date. With this Acknowledgment/Settlement Agreement, you must include a check in the amount of \$300.00, made out to the "City of Cedar Falls". This will satisfy the penalty for a first violation under Iowa Code Section 453A.22(2) and will conclude the matter.

If you have any questions, you may reach me by phone at 319-232-6555, or if you have obtained representation by an attorney in this matter, he or she should contact me.

Very truly yours,


Samuel C. Anderson
Assistant City Attorney

IN RE:
Zainab LLC d/b/a Up in Smoke
2218 College Street
Cedar Falls, IA 50613

HEARING COMPLAINT

The City of Cedar Falls hereby makes the following complaint against the above-named permittee.

1. Iowa Code Section 453A.2(1) provides that a person shall not "sell, give, or otherwise supply any tobacco, tobacco products, or cigarettes to any person under eighteen years of age."
2. Iowa Code Section 453A.22(2)(a) provides that if a permit holder or employee of a permit holder has violated Iowa Code Section 453A.2(1), the permit holder shall be assessed a civil penalty of Three Hundred and No/100 Dollars (\$300.00) for a first violation of Iowa Code Section 453A.2(1).
3. On or about December 17, 2018, the permittee or an employee of the permittee sold cigarettes or tobacco products to a person under eighteen years of age. A copy of the Complaint and Criminal Docket are attached and incorporated herein as Exhibit A.
4. Therefore, in accordance with Iowa law, the City of Cedar Falls requests the Cedar Falls City Council find a violation of the above-referenced sections of Iowa Code Chapter 453A and assess a civil penalty in the

amount of Three Hundred and No/100 Dollars (\$300.00) against Zainab
LLC d/b/a Up in Smoke.



Samuel C. Anderson
Assistant City Attorney
528 West 4th Street
Waterloo, IA 50701
(319) 232-6555

Original to:
Zainab LLC d/b/a Up in Smoke
2218 College Street
Cedar Falls, IA 50613

Copy to:
Capt. Michael Hayes
Cedar Falls Police Department
220 Clay Street
Cedar Falls, IA 50613

Jacque Daniels
Cedar Falls City Clerk
220 Clay Street
Cedar Falls, IA 50613

COMPLAINT

Grid IOWA UNIFORM CITATION AND COMPLAINT
 Law Enforcement Agency - Cedar Falls Police Department

☐ State of Iowa
☐ County of BLACK HAWK No: 07
☒ City of: CEDAR FALLS
 In the Court at ☐ City Hall, 220 Clay Street, Cedar Falls
☒ Court House, 316 E. 5th St., Waterloo

vs:
 Name Hartley Devon James
 Address 2117 College Street
 City Cedar Falls State IA Zip 50613
 DL# [REDACTED] State IA
 DL Class D DL End. 2 DL Rest. X DL/State ID Viewed? Yes ☒ No ☐
 DOB [REDACTED] Race W Ethn. N Sex M Ht. 6'2" Wt. 260
 The undersigned states that on or about 12/17/2018 at 12:50 ☐ AM ☒ PM
 defendant did unlawfully:
 Operate Motor Veh./Boat (describe) _____
 CDL Req? Yes ☐ No ☐ Pass. End. Req? Yes ☐ No ☐ HazMat End. Req. ☐ Yes ☐ No
 Reg. # _____ State _____ Year _____ US DOT # _____
 Upon a public highway at Upin Smoke - 2218 College St
 Located in the county and state aforesaid and did then and there commit the following offense:
☒ Sched. Violation/Fine \$ 100.00 ☐ Road Work Zone
 Criminal Surcharge \$ 60.00 ☐ Non-scheduled Violation
 Court Costs \$ 35.00 ☐ Court Appearance Required (805.10)
 Total Fine/Costs \$ 195.00 Reason:
☐ Serious PI ☐ Fatal Accident
☐ Civil Damage Assessment ☐ Other

VIOLATION Providing tobacco to underage

Speed _____ in _____ Zone Sec. _____ 20 _____ IA Code
 DATA CODE _____ Fed/Adm. Code _____ C.F. Ord. 1990 Sec. 453A.2(1)

Dated 12/17/18 ZJRY LA121
 Mo. Day Yr. ID. No.

Court Date: If you must appear in court or if you choose to appear to answer to a charge which does not require an appearance, report to the above named court on

12/17/19 at 9:00 ☐ AM ☒ PM
 Mo. Day Yr.

NOTICE: Providing false information is a violation of Section 719.3 of the Code of Iowa and is punishable as an aggravated misdemeanor.

You hereby are given notice that within a reasonable time but no later than the date schedule for your initial appearance a citation/complaint sworn under oath will be filed with the district court clerk of the county in which the citation was issued. My signature below is not a plea of guilty, but acknowledges all of the following:

1. I hereby swear and affirm that the information provided by me on this citation is true and under penalty of providing false information.
2. I promise to appear in said court at said time and place, or I will comply with the provision on the top of the reverse side of the citation.

The following applies to simple misdemeanors only:

3. I hereby give my unsecured appearance bond in the amount of 262.50 dollars and enter my written appearance. I agree that if I fail to appear in person or by counsel to defend against the offense charged in this citation, the court is authorized to enter a conviction and render judgment against me for the amount of my appearance bond in satisfaction of the penalty and court costs plus court cost.

★

[Signature]
 Signature of Defendant

EXHIBIT

A



Case Number: STA0177509 Case Title: STATE vs. HARTLEY, DEVON JAMES

Opened: 12-20-2018

County: BlackHawk

Case Type: Scheduled Traffic - State Status: Active Judge:

Prayer Amount: \$.00

☐ Show/Hide Participants

Plaintiff[s]

Counsel of Record

STATE OF IOWA

IA

Defendant[s]

Counsel of Record

DEVON JAMES HARTLEY

2117 COLLEGE ST

CEDAR FALLS, IA 50613

☐ Show/Hide Charges

Number	Date	Charge	Code	Comment
01	2018-12-17	EMPLOYEE PROVIDING TOBACCO/VAPOR PRODUCT TO MINOR - 1ST OFF	453A.2(1)	
File Date		Case History		
01-12-2019 05:13:03 AM		VIOLATIONS HANDLED BY CLERK		
Court		Filed by: Court		
12-20-2018 02:49:00 PM		TRAFFIC TICKET FILING		
Court		Filed by: Court		



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: January 31, 2019
Re: Beer/Liquor License Applications

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

Name of Applicants:

- a) Hy-Vee Gas, 6527 University Avenue, Class C beer - renewal.
- b) Cottonwood Canyon, 419 Washington Street, Special Class C liquor & outdoor service - renewal.
- c) Jorgensen Plaza (Table 1912, Diamond Event Center and Gilmore's Pub), 5307 Caraway Lane, Class C liquor & outdoor service - adding Class B wine.



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

MEMORANDUM

TO: Mayor Jim Brown and City Council Members

FROM: Julie Sorensen, Manager of Information Systems

DATE: February 4, 2019

SUBJECT: New Job Classification – Video Production Specialist

Over the past several years Cable TV has found it increasingly difficult finding and retaining part-time staff. In the past five years, 11 of the 22 part-time staff have stayed less than one year. In addition, we had two part-time staff turn in their resignation leaving all four of our budgeted part-time staff positions vacant at the end of December. Therefore, we asked the city directors to consider replacing three of the part time positions in our budget with one full-time position. This still allows for one part-time position in the budget, but we are hoping it will create more stability and lower turnover in our department.

The directors agreed to the position and we worked with the consultants to evaluate the job class for the appropriate pay band. Cable TV is funded by PEG access fees and franchise fees collected by CFU and Mediacom. This revenue provides for our annual budget, including all full-time and part-time staff. The pay band will be covered by the existing budget.

The Full-Time Video Production Assistant position will work a flexible schedule to cover our weekly schedule of events. This staff person is expected to work a 40-hour week, with overtime only pre-approved by their supervisor.

Attached you will find the new job classification created for your review and approval. If you have any questions regarding the job classification, please contact Denny Bowman or myself.

Attachment: Video Production Specialist Job Classification

CC: Jennifer Rodenbeck, Director of Finance and Business Operations



JOB CLASSIFICATION

Job Title	Video Production Specialist	Job Code	755
Department	Finance and Business Operations	Pay Band	8
FLSA Status	Non-Exempt	Union Status	Non-Union
Prepared	2/2019	Adopted	
Amended			

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

POSITION DEFINITION

Assist in the production of local government educational and regional broadcast television programming; write, direct, produce, edit, and videotape short videos; maintain the bulletin board system with correct and valid information; and perform a variety of administrative and professional tasks in support of assigned area of responsibility. Shoot, write and produce stories for City News and other shows. Assist with multi-camera productions. Oversee Production Assistant I positions and Division operations during Video Production Supervisor absence.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Cable T.V. & Telecommunications Supervisor and Video Production Supervisor.

EXAMPLES OF RESPONSIBILITIES AND DUTIES

Important responsibilities and duties may include, but are not limited to, the following:

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Operate video equipment for studio and remote productions with the remote production vehicle; video tape and direct productions.
- Set up production vehicle and remote sites for multi-camera productions; prepare studios for regularly produced shows.
- Update computerized playback schedule for cable television station and Public Access.
- Conduct studio audio mixing, computer graphic composition, script writing, studio lighting, and video editing for productions.



JOB CLASSIFICATION

- Prepare pages for Bulletin Board, including updating software and graphic design.
- Serve in technical role for the Information Systems Division using established knowledge of city of Cedar Falls policies and procedures.
- Lead the work of Production Assistant I, contracted individuals, in Division operations; keep Cable T.V. & Telecommunications Supervisor and Video Production Supervisor aware of employee information and issues.
- May be required to oversee Production Assistant I positions and Division operations when Video Production Supervisor is absent.

OTHER DUTIES AND RESPONSIBILITIES

- Perform other duties as assigned.

MINIMUM SKILLS AND QUALIFICATIONS

REQUIRED KNOWLEDGE

- Video composition including graphics and audio components.
- Modern office procedures, methods, and computer equipment.
- Pertinent federal, state and local laws, codes and regulations.
- Video equipment, software and procedures for composition and editing.
- Operation of lighting equipment and lighting concepts.
- Editing skills on Adobe Premiere, Photoshop and other Adobe Creative Cloud applications.
- Desktop computer and word processing software systems.
- Broadcast writing methods.
- Division's automated channel programming system.
- City and Division policies and procedures.

ABILITY TO PERFORM



JOB CLASSIFICATION

- Communicate creatively, clearly and concisely, both orally and in writing.
- Operate an ENG/EFP style camera, editing equipment, and remote production equipment.
- Support the policies and procedures of the City and the Division as appropriate.

EXPERIENCE AND TRAINING GUIDELINES

MINIMUM EDUCATION, FORMAL TRAINING & EXPERIENCE

Bachelor's degree from an accredited college or university with major course work in electronic media, communications, television broadcasting, or related field, with a minimum of six months video production experience.

OR

Bachelor's degree in a major other than that specified above in addition to two years of video production experience.

OR

AA Degree or equivalent in Digital Media, electronic media or Video Production from technical school, college or university, with two years of video production experience.

LICENSES/CERTIFICATIONS REQUIRED

Possession of, or ability to obtain, an appropriate valid Iowa Driver's License with Class D Chauffeur license.

WORKING CONDITIONS AND ENVIRONMENT

ENVIRONMENTAL CONDITIONS

Office environment with exposure to standard office equipment, such as computer screens and video and editing equipment; travel from site to site; work closely with others; irregular work hours; exposure to inclement and extreme weather conditions, electrical hazards, dust, and dirt, and working alongside moving traffic on roads; irregular working hours.

PHYSICAL CONDITIONS

Functions of this position require maintaining physical condition necessary for sitting, standing, or walking for prolonged periods of time; bending and kneeling; pushing, pulling, and reaching above the shoulder motions; adequate speech, hearing, and eyesight required; carrying or lifting items greater than 40 pounds; climbing stairs or ladders; operation of audio visual equipment and a motor vehicle; general manual dexterity required for typing for prolonged periods of time.



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

MEMORANDUM

Legal Services Division

TO: Mayor, City Council
FROM: Kevin Rogers, City Attorney
DATE: February 1, 2019
SUBJECT: Proposed Changes to Personnel Policies

What follows are proposed amendments to personnel policies followed by brief explanations of those amendments. Most of the changes are for clarification purposes only, but in a few instances the changes would represent a change from past practice.

As you know, the City's Personnel Policies govern all employees except as specifically noted in particular policies. For example, collective bargaining agreements may provide for additional or different terms than the Personnel Policies, in which case such collective bargaining agreement terms would control.

Proposed changes are highlighted in **red** and either interlined for removal or underlined for addition.

Please note that in most cases only part of the identified Policy is included as necessary to identify the proposed changes or/and to put the proposed changes into context.

Given the extent of these changes, it is contemplated that the Personnel Policies booklet will be restated and reissued with incorporation of these amendments.

City Staff recommends that Council adopt a Resolution approving these amendments to the City's Personnel Policies.

I would be happy to answer any questions.

204: HIRING/REHIRING

Comment:

*

*

*

(8) Former employees who left City employment in good standing may be considered for reemployment. Former employees who resigned or retired without proper advance written notice pursuant to ~~the~~ **213: Termination of Employment**, or 214: Retirement ~~policy~~, or who were dismissed for disciplinary reasons will not be considered for reemployment. A former employee who is reemployed will be considered a new employee from the date of employment unless the break in service is less than thirty days and the employee is reemployed in the same or equivalent position.

Explanation: This change was intended to address the inconsistency regarding employees who return to employment in less than 30 days.

205: MEDICAL PROCEDURES

Policy:

It is the Policy of the City of Cedar Falls that applicants to whom a conditional offer of employment has been extended and current employees may be required to undergo medical tests, procedures, or examinations whenever Management determines that these are necessary for the safe or efficient operation of the City and/or in compliance with Federal regulations.

Comment:

* * *

(5) Medical examinations required by the City will be paid for by ~~it~~ the City and must be performed by a physician or other healthcare provider at a licensed medical facility designated or approved by the City ~~it~~. Records of mMedical examinations paid for by the City are the property of the City, and the examination records are to be treated as confidential and held in separate medical files. However, records of specific examinations, if required by law or regulations, will be made available to the employee, relevant insurances companies, ~~or~~and the employee's doctor. Nothing in this policy should be construed as impacting coverage or payments under the City's group health insurance plan.

* * *

(9) Unless deemed medically unnecessary or inappropriate by a health care professional designated by the City for such purpose, failure for any reason to successfully complete a City required examination or evaluation, including all associated tests and procedures, shall result in immediate removal from work duties, or

continuation of leave from work duties, until successful completion of such evaluation or examination. Unreasonable failure to submit to such examination or evaluation at the time and date scheduled by the City shall be considered an unsuccessful completion of such examination or evaluation as of the date and time of the scheduled examination or evaluation. Employees may be allowed to use paid benefit time during any absences caused by failure to successfully complete such examination or evaluation, at the discretion of the Department Director.

Explanation: Self-explanatory clarification language. Also added language making it clear that successful completion of City required evaluations and examinations is mandatory.

207: TRANSFER

Policy:

It is the Policy of the City of Cedar Falls that it may, at its own discretion, initiate or approve employee job transfers from one job to another or from one location to another within the restrictions established by Chapter 400 of the Code of Iowa and applicable collective bargaining agreements.

Comment:

* * *

~~(7) Transferred employees will retain their existing overall job seniority. That seniority will be transferred to the employee's new job at the successful completion of the probationary period.~~

Explanation: This change is intended to eliminate seniority as a factor in job transfers pursuant to the legislative changes to Iowa Code Chapter 400 in 2017. This, along with the other policies affecting seniority, would be a significant change in management prerogative.

208: PROMOTION

Policy:

It is the Policy of the City of Cedar Falls to hire employees for entry-level positions, to provide training and development for employees when necessary, and to offer employees promotions to higher-level positions when appropriate. The City will

engage in outside recruitment for promotional positions. In limited cases, only internal recruitment may be an option, such as for re-organizational purposes wherein outside recruitment is not necessary.

Comment:

* * *

(5) Current employee candidates for promotion will usually be screened and selected on the basis of attendance and work records, performance appraisals, and job-related qualifications including aptitude or achievement tests, continuing education and progress toward an advanced degree. For positions within the City's Civil Service System, candidates must be certified eligible for promotion by the Civil Service Commission. ~~Seniority will be considered if two or more candidates are judged to be equally qualified based on merit, work record, and other qualifications.~~ In addition, employees seeking promotion may be required to have a medical examination, including a drug test (see **205: Medical Procedures**).

* * *

(7) ~~Seniority and P~~pay for promoted employees will normally be the minimum pay range for the new position,

(8) Seniority will not be a factor for determining transfer, promotion, interim or acting status, or layoff or recall, except as required by an applicable collective bargaining agreement.

Explanation: These changes are intended to eliminate seniority as a factor in promotions after legislative changes to Chapter 400 in 2017. Note that there is included a catch-all policy that affirmatively states that seniority is not a factor related to transfer, promotion, interim or acting status and layoff or recall.

209: HOURS OF WORK

Comment:

(9) Shift Differential Pay (New): Non-union police or public safety management employees assigned to a police shift shall receive additional compensation for hours worked during second and third shifts as provided in the collective bargaining agreement for union police shift employees. Non-union fire or public safety management employees assigned to a fire shift shall receive no such additional compensation.

Explanation: Stated current practice regarding police/public safety police shift supervisors.

212: LAYOFF AND RECALL

Policy:

It is the Policy of the City of Cedar Falls that, if it must reduce employment because of adverse economic or other conditions, layoffs and recall from layoff will be conducted consistent with City requirements, the law, and in accordance with the procedures set forth below:

Comment:

* * *

(3) ~~Nonexempt E~~employees within each affected Department will usually be selected for layoff in the following order:

(a) New employees covered under the **206: Probationary Period** Policy, are to be laid off first;

(b) ~~Full-time employees are to be laid off based on their length of service, provided that the employees who are retained have the demonstrated ability and fitness to perform the available work, and are certified eligible for the position under the Civil Service rules and regulations. If after a reasonable time, an employee cannot perform the duties of a new job, that employee is to be laid off if that employee is ineligible to transfer or "bump" to any other job. Other employees within each affected Department will be selected for layoff based upon needed work and budget constraints. Normally, but within management discretion, employees will be laid off based upon factors including, but not necessarily limited to, the following:~~

i) Demonstrated current and past performance;

ii) Promotion potential and transferability of skills to other positions within the Department or Division

(4) ~~Exempt employees within each affected Department will be selected for layoff based upon needed work and budget constraints. Normally, but within management discretion, exempt employees will be laid off as follows:~~

~~_____ (a) Exempt employees whose work generally is of a routine or repetitive nature and does not regularly require the exercise of independent judgment are to be subject to the same layoff procedure set forth for non-exempt employees.~~

~~_____ (b) All other exempt employees are to be selected for layoff based on evaluation of the following criteria:~~

~~_____ i) Demonstrated current and past performance;~~

~~_____ ii) Promotion potential and transferability of skills to other positions within the Department or Division; and~~

~~_____ iii) Length of service within the City.~~

~~_____ (5) An employee's length of service is measured from the original date of employment with the City as long as there has not been a break in service greater than 30 days. Employees with breaks greater than 30 days are credited for their time actually worked, i.e., the break time does not get counted unless otherwise required by law or collective bargaining agreement.~~

*

*

*

(9) Credit for retirement benefits ~~and seniority~~ will continue to accumulate during any layoff of 30 days or less. Employees laid off for more than 30 days and subsequently recalled within one year from the date of layoff will be credited with the years of service accumulated as of the date of layoff.

Explanation: This also is intended to eliminate seniority as a basis for employment decisions, in this case, layoffs and recalls. It should be noted that essentially the distinction between non-exempt and exempt employee layoffs was eliminated and both kinds of layoffs are based on performance and potential. Basically the exempt status layoff criteria from the old policy were adopted for both classifications.

213: TERMINATION OF EMPLOYMENT

Comment:

(1) Employees must give written notice of their intent to resign or retire. Failure to give timely written notice of resignation or retirement may result in forfeiture of non-vested City benefits, no payment for accrued vacation, and ineligibility for reemployment. Notice requirements for retiring employees are found in 214: Retirement. The following ~~guidelines are requested~~ notices of resignation are required, unless waived or modified in writing by the City Administrator.

(a) ~~Supervisory, managerial, and professional employees~~ Department Directors and Division Managers must give at least four weeks' written notice of the last day work duties will be performed;

~~(b) Clerical and administrative employees must give at least three weeks' notice; and~~

(e**b**) All other employees must give at least two weeks' notice of the last date that work duties will be performed.

* * *

(4) At the time of resignation, employees may be allowed to use all earned and accrued, ~~earned~~ vacation time and compensatory time for the current year, in order to extend their effective termination date. This practice will be allowed upon approval of the Department Director (or City Administrator if a director position) and Financial Services Division. Although vacation which is earned between the last date that work duties will be performed and the effective termination date may extend the effective termination date, vacation which is accrued during that time may not extend the effective termination date, but instead will be paid in a lump sum upon termination. Neither paid nor unpaid time off work may be used to satisfy the notice requirements set forth above, unless the employee is on approved administrative leave, medical leave, disability leave or workers compensation leave at the time of resignation or retirement.

(5) Neither paid nor unpaid time off work may be used to satisfy the notice requirements set forth in this policy, unless employees are on an approved leave, or as approved in advance by the Department Director (or City Administrator if a director position) and the Financial Services Division.

Explanation: The proposed changes are pretty much self-explanatory. Note that there are only two types of notice requirements for resignation under this proposed policy- Department Directors and Division Managers (4 weeks) and all other employees (2 weeks). Also time off work may not be used to satisfy these notice requirements except for certain circumstances. This is to address what has been a concern with some top level resignations/retirements in the recent past. There is no provision for "running out" the effective date of termination for resignation.

214: RETIREMENT

Comment:

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(2) Employees who choose to take normal retirement are requested to give the Financial Services Division as much advance notice of their intent as possible, ~~or but~~ at least 90 days advance written notice is required if at all possible. Employees who have given notice of either normal, or early retirement, may be called upon to help in the training of their replacements.

(a) The notice required in this policy is notice of the last date that work duties will be performed.

(b) Neither paid nor unpaid time off work may be used to satisfy the notice requirements set forth in this policy, unless employees are on an approved leave, or as approved in advance by the Department Director (or City Administrator if a director position).

(c) At the time of retirement, employees may be allowed to use all earned and accrued vacation time and compensatory time for the current year, in order to extend their effective retirement date. This practice will be allowed upon approval of the Department Director (or City Administrator if a director position) and the Financial Services Division. Although vacation which is earned between the last date that work duties will be performed and the effective retirement date may extend the effective retirement date, vacation which is accrued during that time may not extend the effective retirement date, but instead will be paid in a lump sum upon retirement.

(d) Failure to give timely written notice of retirement may result in forfeiture of non-vested City benefits and forfeiture of severance pay (See **309: Severance Pay**) and no payment of accrued vacation benefits (See **506: Vacations**).

Explanation: The concepts of resignation notice were carried over to retirement.

302: PERFORMANCE APPRAISALS

Comment:

* * *

(6) In addition to adding written comments to their performance appraisal, employees may request a review. (Written evaluations are not subject to the grievance procedure.) Written comments by employees shall become part of the performance appraisal. Stage one of the review process shall be with the Division Manager. Such a

request for stage one review shall be made in writing to the reviewing authority within seven (7) calendar days from the initial supervisor meeting in which the appraisal was discussed. Stage two of the review process shall be with the Department Director, stage three with the City Administrator, and stage four with the Mayor. All requests for review past stage one shall be made in writing within seven (7) calendar days from the decision of the reviewing authority at the previous stage. Failure to meet the deadlines established in this policy shall be deemed a waiver of performance appraisal review. If the employee requesting the review is a Division Manager, the review process shall begin with the Department Director. At any stage in the review process, the reviewing authority may make notations to the evaluation to address disputed facts or unfair and improper administration of the evaluation instrument.

Explanation: These proposed changes are designed to establish a time limit for challenging performance appraisals. Also takes the Mayor out of the review process for performance appraisals.

306: ACTING/TEMPORARY POSITIONS

Comment:

* * *

(7) If employment ends for any reason while an employee is serving in an interim or acting position, post-termination payment of wages, salary and benefits shall be based upon the employee's permanent position rate of pay and not the acting or interim rate of pay.

Explanation: Clarification of post-termination benefits for an acting or interim position.

307: OVERTIME

Comment:

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(10) Overtime Extra Pay for Catastrophic Events, and Natural Disasters, and other Exigent Circumstances: In the event there is a catastrophic event, ~~or~~ natural disaster or other exigent circumstances that necessitates exempt employees working extraordinary hours, overtime extra pay, which may or may not be computed on a time and a half basis, may be paid to these exempt employees, upon City Council approval. Considerations by City Council will include, but are not limited to, whether the expense

of the overtime extra pay is reimbursable by the Federal Emergency Management Agency or some other governmental reimbursement program as well as the nature of the exigent circumstances and the duration of ~~the catastrophic event or natural disaster~~ such events or circumstances.

Explanation: Added a general category of “exigent circumstances” so that extra pay is not limited to only natural disasters.

309: SEVERANCE PAY

Comment:

(1) Employees hired on or before July 1, 1983, have the sick leave severance program they elected in writing and filed with the ~~Personnel~~ Financial Services Division. Non-union employees hired on or before July 1, 1983, have the option to elect the formula set forth in Comment #2 by filing a written election with the ~~Personnel~~ Financial Services Division no later than June 30, 2004.

(2) Full-time eEmployees hired after July 1, 1983, and before July 1, 1989, will be paid for unused sick leave remaining as of their termination date using the following formula:

~~(a) For the first 90 days of sick leave remaining in the terminating employee's sick leave bank, no severance payment is due.~~

~~_____ (b) For the next 90 through 180 days, the terminating employee will receive full payment for days and hours in the employee's sick leave bank.~~

~~_____ (c) For balances over 180 days, the terminating employees will receive payment for one-half of the employee's sick leave bank.~~

_____ 0 - 720 hours remaining: No severance pay

_____ More than 720 hours but equal to or less than 1440 hours remaining: 100% payment for the hours remaining over 720 hours up to a maximum of 1440 hours

_____ More than 1440 hours remaining: 50% payment for the remaining hours

Examples: 400 hours remaining equals No severance pay

_____ 1200 hours remaining equals 480 hours of severance pay: (1200 – 720 = 480 X 100% = 480)

2000 hours remaining equals 1000 hours of severance pay: (50% X 2000 = 1000).

(3) ~~Terminating employees, whose normal work day is less than eight hours, will receive severance payments based on the number of hours in their normal work day. A "day" of unused sick leave for 8-hour work day employees is equal to 8 hours for purposes of this policy.~~

(4) ~~Terminating employees, whose normal work day is longer than eight hours, will receive severance payments based on an eight-hour day. A "day" of unused sick leave for less than 8-hour work day employees is equal to the hours normally worked for purposes of this policy.~~

(5) A "day" of unused sick leave for more than 8 hour work day employees is equal to 8 hours for purposes of this policy. This would include eligible fire shift employees.

~~(56)~~ Employees hired after July 1, 1989 are not eligible for any sick leave severance benefits to be paid to them in cash. However, effective July 1, 2004, full-time employees hired after July 1, 1989 who are non-union, and who have given timely written notice of resignation or retirement in accordance with 213: Termination of Employment and 214: Retirement, shall be eligible to use any sick leave ~~accruals~~ remaining after application of the formula set forth in Comment #2 for future medical insurance premiums for the employee ~~or employee's family and, if eligible, the employee's spouse and/or children.~~ For purposes of this policy the term "medical insurance" shall include group health and prescription coverage, but not dental, vision, or any other coverage. Also for purposes of this policy, initial and continued eligibility for payment of future medical insurance premiums for the employee's spouse and children is determined in the same way as eligibility for coverage is determined according to the terms of the City's group medical insurance policy in effect at the time eligibility is being determined. Any payments for medical insurance premiums shall be made in accordance with any IRS publications and regulations in effect at the time of the employee's severance. Any payments or reimbursements shall be made in accordance with the Accounting and Procedures of the Financial Services Division.

(7) Part-time employees shall be eligible for sick leave severance calculated in accordance with the formula set forth in Paragraph 2 above, but such eligible part-time employees shall be paid for remaining sick leave in a lump sum cash payment, and not payment for medical insurance premiums.

~~(68)~~ Any sick leave casual day that was earned ~~and accrued~~ within one year of termination shall be forfeited upon termination. Employees are not eligible for any sick leave casual day benefits effective July 1, 2004.

(79) Employees who have completed the probationary period shall receive their accrued vacation time benefits on the basis of the number of days accrued on a pro-rata basis of time worked during the fiscal year. However, new employees will not receive accrued vacation benefits if they leave City employment prior to their one-year anniversary. (see **506: Vacations**)

(810) Non-exempt eEmployees shall receive compensation for any unused, ~~accrued~~ compensatory time.

(1011) Any benefit time off which is used in excess of that which is earned or accruals accrued at the time of termination shall be paid back to the City by deduction from the final paycheck or will be billed to the terminating employee and shall be paid back to the City no later than 10 days from receipt of final paycheck.

(142) All severance benefits, of an employee who dies while employed with the City, will be paid to the employee's spouse, or if so directed by the employee in writing to the Financial Services Division, to the employee's estate.

(123) Employees may elect to split their severance payment between two tax years or have it held in escrow for payment of benefits as allowed by Federal law and in accordance with any plans which may be implemented by the City.

(134) Benefit plan termination options will be discussed with the Financial Services Division during the employee's pre-departure meeting.

(145) Employees may receive a severance estimate once per calendar year upon request ~~from to~~ the Financial Services Division.

(16) Employees whose status changes from part-time to full-time shall be credited with the sick days earned while part-time. Employees whose status changes from full-time to part-time shall be paid in a lump sum under the formula in paragraph 2 above if eligible, and such payment shall include sick days earned while working full-time. Employees whose status changes from union member to non-union member shall be credited with sick days earned while a union member.

(17) Employees shall be required to show reasonable proof of medical insurance as required by the Financial Services Division in order to be reimbursed.

Explanation: Most of these extensive changes are for clarification purposes. In particular, the change in Comment 2 is intended to clarify the application of the formula to reflect current practice. The change in Comment 7 establishes a payout for part-time employees. The change in Comment 16 is intended to address severance pay for those whose employment status changes.

401: AUTOMOBILE, VEHICLE AND EQUIPMENT USAGE AND DRIVING POLICY

Comment:

1. Vehicle Usage in General:

* * *

K. Employees must obtain approval from their Department Director to use their personal vehicles for approved business purposes. Upon approval, the employee shall be required to sign a waiver related to the use of the employee's personal vehicle for city business. Employees may be allowed mileage reimbursement, if applicable, upon approval by the Department Director (or City Administrator for directors). If mileage reimbursement is approved it will be equal to the Internal Revenue Service maximum mileage allowance for use. If an employee is given a mileage allowance, the mileage shall be computed from the point of departure or the employee's work site, whichever is closest to the point of destination. Employees will not be reimbursed for any expenses incurred while driving personal vehicles to and from work. Mileage incurred while using the employee's personal vehicle for health care visits in connection with workers compensation, short or long term disability, or police and firefighter disability claims, are not considered city business for purposes of this policy.

Explanation: This change is intended to clarify that medical mileage is not to be reimbursed under this policy. As an aside, such medical mileage could be reimbursed otherwise (e.g. workers compensation medical mileage).

501: INSURANCE BENEFITS

* * *

Comment:

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(5) **Dental Insurance.** Dental insurance is available to all full-time employees and their dependents (as defined by plan documents), when required minimum participation has been met. The employee shall pay the full cost of the premium via payroll deduction authorized by the employee in writing. If, for any pay period, there are insufficient wages due and payable to the employee to cover the premium to be withheld, the employee must submit to the City, not later than the employees' normal payday, the amount of premium owed by the employee. If the

premiums for such dental insurance are increased, or decreased, the employee's premium will change to the new amount. Deductibles and co-insurance payments for the employee and dependents shall be paid by the employee.

Paragraph numbering for Comments 5 – 8 would be changed accordingly.

Explanation: Change reflects new Dental Insurance program adopted.

502: EMPLOYEE ASSISTANCE PROGRAM (EAP)

Policy:

It is the Policy of the City of Cedar Falls to provide to all ~~eligible~~ City employees the benefit of the Employee Assistance Program (EAP), which provides confidential assessment and referral services for employees and dependents as outlined below.

Comment:

(1) Eligibility. This program is available to all City employees, spouses, and other immediate family members of employees.

(2) Services. Services include professional counseling and consultations for up to three (3) 60 minute sessions for each presenting incident or episode ("initial period").

(3) Confidentiality. All records of services provided shall be confidential medical records and will be maintained by the health care facility and not the City. Reports to management on the utilization of EAP services shall be done on an anonymous basis, including only the number of employees and dependents served.

(4) Employee Cost. There is no cost to employees and dependents served during the initial period. Fees for additional services beyond the initial period shall be the responsibility of the employee and/or immediate family member, or as provided in any applicable health insurance policy.

(5) Employee Attendance. Employees will not receive pay for use of the EAP program during work hours but employees may use paid benefit time if available. Employees are not required to identify the EAP when notifying supervisors of absences for such services.

Explanation: This Policy was simplified significantly and also clarified. In this instance the old policy was not repeated here—the changes are very extensive.

503: HOLIDAYS

Policy:

It is the policy of the City of Cedar Falls to designate and observe certain days each year as holidays. Eligible employees will be given a day off with pay for each holiday observed.

Comment:

* * *

(7) Non-union police and public safety management shift employees ~~in the Police Division assigned to police shifts~~ will not observe the holidays outlined in Comments (1)(a) through (1)(j). Instead, these employees will observe the same number of holidays as “floating” holidays. However, the total number of such “floating” holidays shall not exceed eleven (11) in any fiscal year.

(8) Non-union fire and public safety management shift employees ~~in the Fire Division assigned to fire shifts~~ will not observe the holidays outlined in Comments (1)(a) through (1)(j). Instead, these employees will observe seven (7) holidays per fiscal year as floating holidays.

(9) Non-union public safety management shift employees shall be allowed to observe floating holidays in the same number as provided in the applicable collective bargaining agreement, police or fire, to union employees assigned to the same shift as the non-union public safety management shift employees. Allowance for floating holidays is calculated or recalculated at the time of shift assignment. For purposes of this policy the term “non-union public safety management shift employees” includes battalion chiefs, fire captains, police captains, police lieutenants, public safety supervisor captains and public safety supervisor lieutenants. As an example, if a public safety supervisor captain is assigned to a fire shift, then the public safety supervisor captain is allowed the same number of floating holidays as are provided in the fire collective bargaining agreement to union fire shift employees assigned to the same shift. If the same public safety supervisor captain is reassigned to a police shift, then the number of floating holidays is recalculated at the time of reassignment to reflect the number of floating holidays allowed in the police collective bargaining agreement to union police shift employees assigned to the same shift. Thus, in this example, if the fire collective bargaining agreement allows 7 tour day floating holidays then the public safety supervisor captain would be allowed 7 tour day floating holidays during the fiscal year while assigned to the fire shift, or a pro-rated share thereof depending upon the date of assignment. Upon reassignment to a police shift, assuming the police collective bargaining agreement allows for 11 total holidays, then the public safety supervisor

captain would be allowed to observe 11 total holidays, or a pro-rated share thereof depending upon the date of reassignment, less the number of four day floating holidays observed while assigned to the fire shift, during the same fiscal year. Use of holidays, including floating holidays, shall be converted to hours regardless of the police or fire shift to which the non-union public safety management shift employees are assigned.

~~(910)~~ Floating holidays may be taken by eligible employees any time after six (6) months of employment and after receiving approval of the division ~~head~~ manager. Floating holidays are pro-rated for eligible employees hired after the fiscal year begins. Eligible employees must take floating holidays on or after the fiscal year begins through the last day of the same fiscal year.

Carryover of floating holidays will not be permitted unless otherwise specified by union contract or if an employee is hired during the second half of the fiscal year and the employee will not meet the six (6) month employment requirement. In the latter case, the employee will be allowed to take their pro-rated floating holiday after he/she becomes eligible to take them, but must take them on or before the last day of the fiscal year in which they become eligible to take the pro-rated holiday.

~~(101)~~ Veteran's Day is not a City observed holiday: City will comply with Iowa Code 91A.5A as follows:

(a) Certain qualified veterans, if they otherwise would have been required to work on November 11, may be granted time off for that day unless it would impact public health or safety or would cause the City to experience significant economic or operational disruption. Such time off shall be without pay, but the qualified veteran may use paid benefit time other than sick leave to cover such absence.

(b) The qualified veteran must provide written notice to the veteran's supervisor of intent to take time off work at least 30 days prior to Veteran's Day. If requested, the veteran must provide to the City a federal certificate of release or discharge from active duty, or similar documentation for determining the veteran's eligibility.

(c) The City shall notify the requesting veteran at least 10 days prior to Veteran's Day whether or not the requested time off work will be granted.

Explanation: Clarified public safety supervisor provisions and added a section. Veteran's Day time off policy revised to conform to statute.

504: EDUCATIONAL ASSISTANCE

Comment:

(1) Funding limitations may preclude the City from offering any educational assistance. The City reserves the right to alter, modify or discontinue this program at any time.

(2) Employees, to be eligible for educational assistance, must have regular full-time status and at least one year of service. Decisions on whether to grant educational assistance will be determined on an individual basis.

(3) Eligible employees may be reimbursed only for courses of study which the City determines are directly related to the employee's present job, are required to maintain work related licensure or certification, or which will enhance the employee's current work performance or potential for advancement to a position with the City and to which the individual has a reasonable expectation of advancing. In addition, courses or programs to be eligible for reimbursement must be offered by accredited institutions of learning or individuals, groups or organizations generally recognized as competent, authoritative and professional in their course offerings and be required in a degree program or as part of professional licensing requirements.

(4) Employees who want educational assistance must receive a positive recommendation from the employee's supervisor and then obtain approval from the Department of Finance & Business Operations before enrollment. ~~Such approval will not be granted without a positive recommendation by the employee's supervisor.~~ Supervisors must obtain funding for the assistance before making a positive recommendation.

(5) The Department of Finance & Business Operations and supervisors normally are to consider the following factors in evaluating requests for educational assistance:

- (a) The nature and purpose of the course of study;
- (b) The benefits to be derived by the employee and the City;
- (c) The employee's level of responsibility and length of service;
- (d) The estimated cost;
- (e) Any potential lost time or productivity while the employee participates in the program; and
- (f) That adequate funding exists.

(6) In order to be reimbursed, the employee must successfully complete the course with a passing grade, and if the course recognizes successful completion with an acknowledgment, certificate, license or diploma, the same must be attained by the employee. In any case the employee shall be required to provide proof of successful completion. The City may choose to make payment directly to the person or entity offering the course rather than reimburse the employee.

~~_____ (6) Employee reimbursement for eligible educational assistance will normally be based upon the grade received for the course, as follows:~~

~~_____ (a) For a grade of "A", 100% of reimbursable costs;~~

~~_____ (b) For a grade of "B", 75% of reimbursable costs; or~~

~~_____ (c) For a grade of "C", 50% of reimbursable costs.~~

~~No reimbursement will be made for a grade lower than "C", and 75% of reimbursable costs will be made for passing a "pass-fail" course. Employees receiving reimbursement from any outside source, such as the Veterans Administration or scholarships, may use the above formula but the City's portion may not make the total exceed 100% of the reimbursable cost.~~

(7) Employees may be required to enter into an agreement with the City which may impose conditions on reimbursement different than or in addition to those contained in this policy, at the sole discretion of the City.

Explanation: Clarification of policy.

506: VACATIONS

Policy:

It is the Policy of the City of Cedar Falls to grant annual vacations with pay to full-time and part-time non-union employees, excluding seasonal and special purpose employees, according to the guidelines below. ~~Only full-time employees and part-time, non-union employees (excluding seasonal and special purpose) are eligible for vacation pay. The provisions of any applicable collective bargaining agreement shall apply in place of the guidelines below.~~

Comment:

(1) Definitions. For purposes of this Policy the following terms shall be given the meanings ascribed to them as follows:

(a) “accrue” means to accumulate but not yet earn. Vacation accrues based upon the ratio that the number of days since date of hire or the most recent anniversary date bears to the total number of days of vacation to be earned on the next anniversary date, calculated on a daily basis.

(b) “earn” means to have available for use all accumulated vacation time. Vacation time is earned on the first anniversary after the date of hire, and on each anniversary date thereafter as provided in the guidelines below.

(42) **Vacation Time Earned:** Unless otherwise specified by Union contract, all full-time employees and part-time, non-union employees (other than seasonal and special purpose employees) will be granted vacations with pay on the following basis:

Completion of one year of service	Two work weeks
Completion of six years service	Three work weeks
Completion of twelve years service	Four work weeks
Completion of eighteen years service	Five work weeks

The number of weeks of vacation and the availability of those weeks may vary from the schedule above if depending upon any other arrangements are made as a condition of employment as approved by the Department Director (or City Administrator if a director position). For employees with any other arrangements made as a condition of employment the schedule above shall be adjusted so that an additional work week of vacation shall be added to the vacation already granted at the completion of six years, twelve years and eighteen years of service, up to a maximum of five total weeks of vacation. If a new employee leaves City employment for ~~whatever~~ any reason ~~and~~ prior to their employee's one-year anniversary date, any vacation time taken, ~~but not yet earned~~, by the employee shall be paid back to the City in the form of a deduction from their employee's final paycheck. New employees who leave City employment prior to their one-year anniversary shall also not receive any accrued vacation benefits on their final paycheck.

Part-time, non-union employees' vacation benefits will be ~~paid~~ earned on a pro rata basis based upon the number of hours actually worked in the prior year computed as of their anniversary date. This calculation is as follows: actual hours worked/2080 hours per year. However, the maximum hours worked in the above calculation is 1508 even if the actual hours worked exceeds that amount.

Part-time, non-union employees whose status changes to full-time, non-union status shall be granted credit for all years of service in their part-time non-union positions for purposes of computing vacation time entitlement ~~above~~. Years of service

as a part-time, union employee or special purpose/seasonal employee shall not be credited for purposes of computing vacation time entitlement.

~~(2) **Fire shift employees:** Fire shift management employees will be granted vacation with pay on the following basis:~~

Completion of one (1) year of service	Six (6) tour days
Completion of seven (7) years of service	Nine (9) tour days
Completion of twelve (12) years of service	Twelve (12) tour days
Completion of twenty (20) years of service	Fifteen (15) tour days

(3) **Accrued Vacation Time Payment:** Vacation time earned will be figured on the basis of the employment year and shall include the total straight paid time the employee has worked for the City since the date of last employment anniversary. Unless otherwise specified in a Union contract, when an employee has completed the probationary period and has passed their ~~employee's~~ one year anniversary date, but employment with the City is terminated for any reason, said employee shall be compensated for earned but unused vacation time as well as accrued vacation time on the basis of the number of vacation days accrued as of the termination date~~on a pro-rata basis of time during the employment year. However, employees who fail to give timely notice of resignation or retirement shall may not receive compensation for accrued vacation time.~~ Military duty will be figured as working time for calculating vacation accrual. (See **707: Military Leave.**) Employees may not use accrued, but unearned, vacation time prior to their anniversary date except when special circumstances warrant and as approved by the Division Manager and Department Director (or City Administrator if a director position). The City's Risk Management committee may also approve the use of accrued, but unearned vacation time.

New Comment (4) Non-union public safety management shift employees shall accrue and earn vacation in the same manner as provided in the applicable collective bargaining agreement, police or fire, to union employees assigned to the same shift as the non-union public safety management shift employees. Vacation accrual and earning is calculated or recalculated at the time of shift assignment. For purposes of this policy the term "non-union public safety management shift employees" includes battalion chiefs, fire captains, police captains, police lieutenants, public safety supervisor captains and public safety supervisor lieutenants. As an example, if a public safety supervisor captain is assigned to a fire shift, then the public safety supervisor captain accrues and earns vacation the same as provided in the fire collective bargaining agreement to union fire shift employees assigned to the same shift. If the same public safety supervisor captain is reassigned to a police shift, then vacation is

recalculated at the time of reassignment to reflect vacation accrued and earned by union police shift employees assigned to the same shift. Thus, in this example, if the fire collective bargaining agreement grants 6 tour days of vacation at the completion of 6 years of service then the public safety supervisor captain would be granted 6 tour days of vacation upon the completion of 6 years of service to be used during the employment year while assigned to the fire shift. Upon reassignment to a police shift, assuming the police collective bargaining agreement grants 3 work weeks of vacation at the completion of 6 years of service, then the public safety supervisor captain would be granted 3 work weeks of vacation, or a pro-rated share thereof depending upon the date of reassignment, less the number of tour days of vacation taken while assigned to the fire shift, during the same employment year. Use of vacation shall be converted to hours regardless of the police or fire shift to which the non-union public safety management shift employees are assigned.

The only exception to this policy is that for non-union public safety management shift employees assigned to a police shift, four work weeks of vacation shall be granted after twelve years of service, and not after eleven years of service as provided in the police collective bargaining agreement.

(45) Vacation Requests: Employees will request vacation periods giving a first and second choice. Division Managers or Department Directors will respect wishes of the employees insofar as needs of the City and service will permit. Division seniority shall govern in the choice of vacation periods, provided such choice has been exercised between January 1st and March 30th annually. Vacations shall be limited to one-week increments unless otherwise approved by the Department Director.

(56) Vacation Accumulation: Vacation time shall not accumulate from year to year and annual leave must be used by the end of the employment year following the anniversary date on ~~in~~ which it was earned, unless the application for vacation has been refused or the extension is approved as provided in Comment (67).

(67) Vacation Carryover Guidelines:

* * *

(78) Maximum Paid Vacation Periods. The maximum paid vacation leave an employee can take at any time cannot exceed five (5) times the number of workdays in their employee's workweek.

(89) Minimum Vacation Requirements. Vacation for periods of less than one-half (1/2) hour or as established by department policy, shall not be granted.

(910) **Approval of Vacation.** Requests for vacation days shall be submitted in writing to the Department Director or Division Manager and approved at least twenty-four (24) hours prior to the beginning of the vacation unless mutual agreement has been reached between the employee and the Department Director.

Explanation: I included more of this policy for review so that the policy can be understood in context, particularly considering the confusion related to terms. I have included a definition section as related to the terms “earned” and “accrued” to hopefully eliminate the confusion. Also clarified that accrued vacation benefits are lost at termination unless timely notice of termination is given. A separate public safety supervisor vacation policy was added. Other changes made to reflect current practice.

507: EMPLOYEE WELLNESS

Policy:

It is the Policy of the City of Cedar Falls to support a wellness/wellbeing program with related activities for full-time and year-round permanent part-time employees, reserves/volunteers, elected officials, and retirees enrolled in the City’s health plan. The City recognizes that effectively serving the community depends in part upon the wellbeing of the above individuals.

Comment:

(1) The City has authorized the formation of a City wellness committee whose mission is to provide opportunities and programs for employees to engage in activities that promote wellness and wellbeing.

(2) Certain individuals may be offered reduced rates on annual membership fees to the Cedar Falls Recreation Center and passes to other City sponsored fitness activities. Such reduced rates must be approved on an annual basis.—These individuals are as follows:

a) Full-time employees (individual and family)

b) Elected officials (individual and family)

c) Police Reserves who have served the City for at least one year with no break in service and who meet departmental work requirements (individual and family)

d) Part-time employees who work 20 hours or more per week year-round (individual and family)

e) Retirees enrolled in the City's health plan in good standing (individual only unless family members are also enrolled in the retiree's health plan, in which case family is also eligible)

(3) Reduced rates on influenza immunizations and health screenings may be offered from time to time to these eligible individuals.

Explanation: New section to account for City wellness program.

602: EMPLOYEE SAFETY

Comment:

* * *

(4) The City will provide special clothing or equipment, or reimburse for it, when such clothing or equipment is required by law or by City policy. Employees are responsible for the proper use and maintenance of such clothing and equipment.

(a) Safety Shoes. The City will provide OSHA or ANSI approved safety shoes for all full-time employees in all classifications where safety requires their use, as determined by their department director, in the following manner. On initial hiring and as needed thereafter, each employee will be provided with a purchase order along with a list of approved vendors from whom safety shoes may be purchased, ~~The total cost of safety shoes to the City, shall not exceed one hundred forty dollars (\$140).~~ The cost of such purchases shall be in the same amount as established in the Collective Bargaining Agreement between the City and Teamsters Union Local No. 238 (Park and Public Works Divisions) that applies as of the date of purchase.

(b) Safety Glasses. Employees working in areas where safety glasses are required will be reimbursed the cost of purchasing safety glasses ~~on the following basis: for single vision safety lenses, frames and fitting, a maximum of \$50.00; and a maximum of \$60.00 for trifocal safety lenses, frames and fitting.~~ in the same amount as established in the Collective Bargaining Agreement between the City and Teamsters Union Local No. 238 (Park and Public Works Divisions) that applies as of the date of purchase. The cost of examination and prescriptions will be borne by the employee.

Explanation: Self-explanatory. Also by use of this language the City will not be required to update the personnel policy with every change of union contract. If these items are no longer reimbursed under the union contract, then the policy will need to be amended.

603: SMOKING

Comment:

* * *

(4) A “vapor product”, as that term is defined in Iowa Code Section 453A.1(28), shall not be used inside any city owned or occupied building or within 25 feet from any entrance to any such building, or in or on any city owned or leased vehicle or equipment.

Explanation: This change is to implement the “vaping” policy approved by Risk Management.

607: MAINTENANCE OF WORK AREAS

Comment:

* * *

(5)

(n) Use of scented candles, air fresheners, room deodorizers or similar products in the work area, or in company owned vehicles, is prohibited unless approved by the employee’s supervisor.

Explanation: In addressing the fragrance policy it was decided to specifically prohibit odor causing items in the workplace that are not worn by the person.

701: ATTENDANCE AND PUNCTUALITY

Comment:

* * *

(5) Employees generally are expected to report to work during inclement weather conditions if the City does not declare an emergency closing. If the City does declare an emergency closure, employees shall not report to work, unless directed to do so by their Division Manager or Department Director. If employees have already reported to work when the emergency closure is declared, then employees shall receive pay for the hours worked prior to closure. Employees shall not receive pay for hours

that had been scheduled but not worked due to the closure. Permission may be granted to employees by the Division Manager or Department Director to continue working after emergency closure as circumstances require. Nonexempt employees who are unable to report to work or wish to leave work early because of weather conditions may be granted....

Explanation: Clarification of policy regarding pay after emergency closure of City offices.

704: LEAVES OF ABSENCE

Policy:

It is the policy of the City of Cedar Falls to grant employees extended leaves of absence under certain circumstances. Except as stated below, employees will not receive compensation during a leave of absence.

Comment:

- (1) **Family and Medical Leave:** The City will comply with the provisions of the federal Family and Medical Leave Act (hereinafter referred to as "FMLA"). The Appendix to this policy outlines the FMLA's requirements, including the rights and obligations of employees, notification requirements, and the City's obligations.

General Provisions:

In accordance with the Family and Medical Leave Act, the City will grant unpaid family and medical leave to eligible ~~male and female~~ employees for up to twelve (12) weeks per twelve (12) month period for any one or more of the following reasons:

* * *

Medical~~and~~ Military Certifications and Return to Work Authorization

* * *

For an employee's own medical leave, the City may ~~also~~ require a second or third opinion at the City's expense, ~~and~~ periodic reports on the employee's status, ~~intent to return to work~~ and a fitness-for-duty report ~~to return to work will be required~~. ~~A "Notice of Intention to Return From Leave" form must be completed and returned~~ A release to duty from the employee's health care provider must be provided to the Financial Services Division prior to returning to work, ~~with medical certification from the~~

~~employee's health care provider that the employee can return to work.~~ If a fitness-for-duty appointment is deemed necessary by the City based on position duties, the employee will be asked to have a fitness-for-duty examination by a health care provider selected by the City, at the City's expense.

* * *

Response To Employees: (only added underline and colon)

* * *

Return to Work:

An employee returning from leave taken under this provision is entitled to return to the position held when the leave began, if that position is vacant. If the position is not vacant, the employee must be returned to an equivalent position with equivalent benefits, pay and conditions. Employees are required to provide at least 72 hours advance notice of their return to work after such leave, unless this requirement is waived by the employee's supervisor and by the Financial Services Division.

Workers Compensation and Police/Fire Disability:

Employees who are on workers compensation leave or police/fire disability leave shall be required to use FMLA leave concurrently with such other leave.

* * *

(2) Other Leaves of Absence: Employees generally are eligible for leaves of absence if they have completed at least ~~one year~~ twelve months of service, or as specified by law. The granting and duration of each leave of absence and the compensation received by the employee, if any, during the leave of absence will be determined by the City in conjunction with applicable federal and state law and in accordance with the City's best interest. The following types of leaves will be considered:

(a) Pregnancy ~~and other sick leave~~ not covered under FMLA: Pregnant employees who are not eligible for FMLA leave shall be granted a leave of absence for the period that the employee is disabled because of pregnancy, childbirth or other related medical conditions, or for eight weeks as provided by Iowa law, whichever is less. ~~Similarly, employees who are sick or injured may be granted a leave of absence if they do not otherwise qualify for FMLA leave if work conditions and other circumstances permit as determined by management. The length of any leave will be governed by individual circumstances. In all cases, medical certification verifying that the employee is unable to reasonably perform the duties of employment will be required.~~

(b) Other sick leave not covered under FMLA: See Policy 706: Sick Leave

(bc) Personal Leave of Absence

(ed) Military Leave of Absence

(de) Educational Leave of Absence

(ef) Public Service Office Leave of Absence: ~~Employees who want to accept temporary employment in federal or state government or with an organization devoted to community service may be granted a public service leave of absence. Employees who are candidates for municipal, county, state, or federal office shall be granted leave upon request for the period from 30 days or less prior to a contested primary, special or general election, until the day after the election. Employees who are elected or appointed to public office shall be granted leave for such public office upon request. Public office leaves of absence shall be without pay.~~

(fg) Bereavement Leave: Full-time and permanent part-time employees may be allowed up to five (5) working days absence with pay in case of the death of a member of the employee's immediate family. For the purpose of this policy "immediate family" includes the employee's spouse, brother, sister, father, mother, children, step parent, step children, step brother, step sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, and any person residing in the employee's household.

In the event of the death of a brother-in-law, sister-in-law, grandparent or grandchild of the employee or the employee's spouse, the employee is allowed up to three (3) working days absence with pay.

Bereavement leave absences are intended to include all travel. However, in circumstances involving unusually long traveling distances, department directors may extend bereavement absences up to three (3) additional days with pay.

To qualify for bereavement leave pay, an employee must be employed with the City for six (6) months from the date of employment preceding the first day of bereavement leave, and be eligible to receive regular earnings immediately preceding and following the bereavement period.

A Division Manager may approve bereavement leave for employees with less than six months of tenure.

New unnumbered paragraph: Non-union public safety management shift employees shall be allowed bereavement leave in the same number as provided in the applicable collective bargaining agreement, police or fire, to union employees assigned to the same shift as the non-union public safety management shift employees. Allowance for

bereavement leave is calculated or recalculated at the time of shift assignment. For purposes of this policy the term “non-union public safety management shift employees” includes battalion chiefs, fire captains, police captains, police lieutenants, public safety supervisor captains and public safety supervisor lieutenants. As an example, if a public safety supervisor captain is assigned to a fire shift, then the public safety supervisor captain is allowed the same bereavement leave as provided in the fire collective bargaining agreement to union fire shift employees assigned to the same shift. If the same public safety supervisor captain is reassigned to a police shift, then bereavement leave is recalculated at the time of reassignment to reflect the bereavement leave granted in the police collective bargaining agreement to union police shift employees assigned to the same shift. Thus, in this example, if the fire collective bargaining agreement allows 5 calendar days of bereavement leave for the death of a spouse then the public safety supervisor captain would be allowed 5 calendar days of bereavement leave for the death of a spouse while assigned to the fire shift. Upon reassignment to a police shift, assuming the police collective bargaining agreement allows for one work week of bereavement leave for the death of a spouse, then the public safety supervisor captain would be granted one work week of bereavement leave for the death of the employee’s spouse, less the number of calendar days of bereavement leave taken while assigned to the fire shift. Use of bereavement leave shall be converted to hours regardless of the police or fire shift to which the non-union public safety management shift employees are assigned.

_____(gh) Workers Compensation: Employees who are injured in the course of their employment with the City shall receive benefits and leave in accordance with Iowa Code Chapter 85 or as allowed under Risk Management Policy 2012-009.

(i) Police/Fire Disability Leave: Eligible public safety department personnel may be granted leave for duty related conditions in accordance with Iowa Code Chapter 411.

(5) Use of paid benefit time and other benefits while on leave:

a. Every employee on a sick leave or family care leave of absence will be required to use all ~~accrued~~ floating holidays, vacation, compensatory time, sick leave/casual days, and sick days while on leave. Earned benefit time shall be used until exhausted prior to the use of accrued, but unearned vacation. If all benefit time has been exhausted, the employee may be subject to termination of employment.

b. i. Emergency response eException: Employees who require a medical absence for an injury arising out of service as a volunteer fire fighter or emergency medical responder during a period of an emergency response ~~as defined in Iowa Code Section 55.2~~ may choose to take the medical leave as unpaid up to a

maximum of twelve (12) weeks; and shall not be required to use accrued paid leave (sick, vacation or comp time) for medical absence as a result of the injury. After twelve (12) weeks of unpaid leave the employee shall be required to take paid benefit time as defined in this section. The employee shall still be required to follow all other policies and rules of the City related to medical leave and FMLA.

~~_____ Employees who take leave following childbirth may use paid sick leave first for the “initial physical recovery period” defined as follows: eight weeks for a mother and one week for a father unless there are medical complications as certified by a medical provider. The mother or father may use other paid or unpaid leave to complete the 12 weeks of FMLA leave if desired. The leave, after the initial physical recovery period noted above, must be used in the following order: all remaining accrued floating holidays; all sick leave/casual days; all compensatory time; all accrued and earned vacation; any additional sick leave remaining and then all accrued unearned vacation since the employee’s last anniversary date. Thereafter, any leave remaining to complete the twelve (12) weeks shall be unpaid. Exceptions to this order may be granted under certain circumstances.~~

~~e. Employees who take family medical leave for their own serious health condition or for the serious health condition of a parent, spouse or child, may exhaust accrued paid leave in any order they choose.~~

~~eb. Employees who are covered by the City’s disability or workers compensation insurance, and are therefore already receiving compensation, may not use any other paid leave.~~

~~ec. Every employee on a personal or educational leave of absence will be required to use all compensatory time, accrued floating holidays and vacation days while on leave. Earned benefit time shall be used until exhausted prior to the use of accrued, but unearned vacation.~~

~~fd. Employees on a public service leave of absence may choose whether to use compensatory time, accrued floating holidays and accrued vacation days while on leave as provided for in Iowa Code Chapter 55. Employees who are candidates for public office must use earned paid benefit time during the public service leave of absence. Employees who are elected or appointed to a position entitling them to a public service leave of absence may, if they choose, use earned paid benefit time during the leave. If earned paid benefit time is exhausted during a public office leave of absence, or if eligible employees choose not to use paid benefit time, the leave or remainder of the leave shall be without pay.~~

~~ge. The City will provide health insurance and other benefits to employees on leave as required by law. No paid benefit time shall accrueBenefits that accrue~~

~~according to length of service, such as paid vacation, holidays, floating holidays, and sick days do not accrue~~ during periods of unpaid leave and approved paid leave ~~bank time off~~, unless otherwise specified by union contract.

~~hf. As allowed by law, holiday pay (named and floating holidays) will be included for purposes of calculating FMLA time. Holiday pay (named and floating holidays) will be included for purposes of calculating FMLA leave time, unless prohibited by law.~~

~~g. Policies related to required use and carry over of paid benefit time shall apply when employees are on leaves of absence.~~

(6) Employees returning from a leave of absence will be reinstated to their same job or to an equivalent job with equivalent status and pay, if required by law. Employees who have taken personal, educational or public service leave cannot be guaranteed employment upon expiration of leave. Employees returning from a sick leave ~~must~~ may be required to provide certification of their ability to perform the essential functions of their job, with or without reasonable accommodation and may be required to complete a fitness-for-duty examination or evaluation with the City's physician. Employees are required to provide at least 72 hours advance notice of their return to work after such leaves, unless this requirement is waived by the employee's supervisor and by the Financial Services Division.

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(8) If an employee fails to return to work at the conclusion of an approved leave of absence, including any extension of the leave, the employee will be considered to have voluntarily terminated employment.

(9) Application forms are provided at the end of this policy for use with leaves of absence longer than two consecutive weeks, other than FMLA leave which requires an application form regardless of the length of such leave. These forms also may be obtained from the Financial Services Division. Application forms, other than for FMLA leave, must be completed by the employee and returned to the Financial Services Division at least seven (7) calendar days prior to commencement of a leave, absent unusual circumstances.

Explanation: More was included here than usual in order to make sure that context is understood. Basically these changes reconcile the definitions of "accrue" and "earn" in these policies with other policies such as the Vacations policy. Other changes reflect current practice. Added a long term sick leave provision (non-FMLA). Amended public office candidate and public office leaves of absence to reflect state law. Clarified non-union fire shift bereavement leave. In some places stated that earned benefit time must

be used prior to accrued but unearned benefit time and eliminated the paid benefit time order of use. Stated that exhaustion of all paid benefit time could lead to termination of employment. Eliminated mother/father distinction for birth leave because such distinction was most likely unlawful. Added a public safety supervisor section.

705: COURT DUTY

Policy:

It is the Policy of the City of Cedar Falls to grant paid leave to full-time and permanent part-time employees for assigned work time lost while serving on jury duty or witness duty in accordance with the guidelines below. Payment for permanent part-time employees shall be pro-rated based upon the work hours that had been scheduled prior to such leave. Other part-time and temporary employees are not eligible for paid leave for court duty.

Comment:

(1) **Court Duty:** If any full-time or permanent part-time employee is called for jury or witness duty other than on City matters, ...

(2) **Procedure:** Full-time and permanent part-time employees must follow the procedure below to receive reimbursement.

Explanation: Self-explanatory.

706: SICK LEAVE

Comment:

(1) Sick Leave Credited. Sick leave shall be earned by the employee as follows:

After first seven (7) days of employment	One (1) day
After thirty (30) days of employment	One (1) additional day
After each month of employment	One (1) additional day

At the end of the first year, thirteen (13) days shall have been earned. After the first year of employment, an additional one (1) day shall be earned for each additional month of employment. There is no limit on the accumulation of sick leave ~~credit~~. Upon

beginning employment, the employee shall be credited with the first year's sick leave of thirteen (13) days. If employment is terminated during the first year, any sick leave used above the amount earned shall be deducted from the employee's last paycheck.

Part-time, non-union employees' sick leave benefits will be paid on a pro rata basis based upon the number of hours actually worked in the prior year computed as of their anniversary date. Part-time, non-union employees' accrual of sick leave benefits will accrue on an annual basis rather than a monthly basis.

(2) Use of Sick Leave. Sick Leave shall be used only for personal illness, personal injury, medical appointments with members of the medical profession, and an illness or injury of a member of the immediate family, which includes the following: the spouse, children, grandchildren, ~~also~~ brothers, sisters, parents and grandparents of both the employee and spouse.

(3) Sick Leave/Benefit Notification. In the event of sickness or injury, the employee will receive straight time for each work day that said employee is sick to the extent of earned sick leave ~~credit~~; but not more sick benefit per week than employee's pay for a normal work week. Sick leave is in no way to be construed as additional vacation time. Sick leave shall not be granted unless the supervisor or other persons as established by each department has been notified by not later than the starting time of the particular workday. Such notification should include a reason for the absence and an indication of when the employee is expected to return to work. If the supervisor is unavailable, the employee must contact the Division Manager or Department Director. If the employee is unable to notify the supervisor, Division Manager or Department Director, then the employee should contact the Personnel Specialist. Voice mail messages, text messages and emails are initially acceptable when personal contact cannot be made with a supervisor, Division Manager, Department Director, or Personnel Specialist, but the employee must continue to contact supervisors, managers and directors until the employee personally speaks to someone. Employees are required to personally notify unless emergency prevents personal notification. Employees are required to provide a telephone number where they can be reached when absent from work.

(4) Non-FMLA Extended Family and Medical Leave. An Employee who is sick or injured and unable to work, or who has an immediate family member who is sick or injured and requires the care of the employee, which will result in absence from work for two consecutive weeks or more may be granted a leave of absence if the employee does not qualify for FMLA leave, if work conditions and other circumstances permit. If the need for leave is foreseeable, the employee is required to provide at least thirty (30) days advance notice to the employee's supervisor of the need for leave. When such long term sick leave is unforeseeable, the employee must provide notice as soon as

practicable and generally must comply with the City's normal call-in procedures until extended leave is granted. Approval for such leave must be granted by management and by the City's Risk Management Committee. An immediate family member for purposes of this policy means spouse, child or parent of the employee. An employee on extended family or medical leave shall provide as soon as practicable a certification from a health care provider stating that the condition prevents the employee from performing the essential functions of the employee's job, or if applicable, supporting the need for leave to care for the immediate family member. The length of any such leave will be governed by individual circumstances, but in no event shall such extended leave exceed twelve weeks in any twelve month period. At least 72 hours' notice is required in advance of the employee's return to work date, unless this requirement is waived by the employee's supervisor and by the Financial Services Division.

(45) Vacation and Sick Leave. If an employee is scheduled for vacation and becomes ill or injured to the extent they must seek medical attention, the employee may be allowed to switch vacation leave to sick leave, subject to Department Director approval and written documentation from a member of the medical profession.

(56) Use of Paid Benefits After Sick Leave is Exhausted Credits Diminished. ~~Any accrued leave paid time off benefits and vacation credits earned that have accrued before the anniversary date of employment may must be used for sick leave absence after sick leave credits have has been exhausted. If any earned paid benefit time remains after sick leave benefits have been exhausted, such earned paid benefit time shall then be used until exhausted, then accrued vacation benefits may be used until exhausted.~~

(67) Substantiation of Sick Leave. At the discretion of the department head, sick leave covering a period in excess of two (2) working days must be substantiated by a written statement from a member of the medical profession, stating the nature of the sickness or injury, and that the employee is again physically able to perform their duties (See **701: Attendance and Punctuality** and **205: Medical Procedures** Policies)

(78) Injury On-The-Job and Return to Work. Any employee who is injured on the job will not be allowed to return to work until the Legal Services Division is presented with a written statement from a member of the medical profession ~~setting out the facts as outlined in the preceding paragraph~~ stating that the employee is able to perform the essential functions of the job as the same may be temporarily modified. All accidents and injuries must be reported to the employee's supervisor immediately.

(89) Other Injuries/Illnesses and Return to Work. Employees who have had a non-occupational illness or injury will not be allowed to return to work unless the Legal Services Division is presented with a written statement from a member of the medical

profession stating that the employee is able to perform the essential functions of the job as the same may be temporarily modified, depending upon the needs of the position and the nature and extent of any activity restrictions. Any temporary assignments under this policy must have the prior approval of the City's Risk Management Committee. Employees may be required to complete a fitness for duty exam by the City's health care provider before returning to work in any capacity. (See also 704: Leaves of Absence).

(910) Abuse of Sick Leave. Employees who abuse sick leave shall be subject to discipline, up to and including termination.

(101) Sick Leave Accumulation and Accrual. (See 309: **Severance Pay**) No lump sum payment may be made for unused sick leave, except as provided in 309: **Severance Pay**, to qualifying employees.

New Comment (12): Non-union public safety personnel. Non-union public safety management shift employees shall accrue and earn sick leave in the same manner as provided in the applicable collective bargaining agreement, police or fire, to union employees assigned to the same shift as the non-union public safety management shift employees. Sick leave accrual and earning is calculated or recalculated at the time of shift assignment and only completed months of employment are included in such calculation or recalculation. For purposes of this policy the term "non-union public safety management shift employees" includes battalion chiefs, fire captains, police captains, police lieutenants, public safety supervisor captains and public safety supervisor lieutenants. Use of sick leave shall be converted to hours regardless of the police or fire shift to which the non-union public safety management shift employees are assigned.

Explanation: The use of accrued benefit time after the exhaustion of sick leave is made mandatory in order to close a perceived loop hole. Also eliminated the concept of "credits". Added a long term sick leave provision. Added a maximum of 12 weeks of sick leave per 12 month period, consistent with FMLA. Added a public safety supervisor section.

802: PERSONAL APPEARANCE OF EMPLOYEES

Comment:

(4) All employees are expected to maintain a basic and proper level of hygiene, regardless of position within the City. Excessive use of perfume, ~~or~~ cologne,

after shave, lotion, hair spray or other similar products should be avoided in consideration of other employees and the public.

805: MOBILE DEVICE ALLOWANCES

Policy:

It is the policy of the City of Cedar Falls to provide for the use of cellular telephones and other mobile devices by certain employees and elected officials.

Comment:

1) CELL PHONES AND OTHER MOBILE DEVICES:

(a) This policy applies to cellular telephones and other mobile electronic devices capable of voice communication ("mobile devices").

(b) The City recognizes a substantial business reason for the use of mobile devices by certain City employees and City officials in the performance of their duties. Department Directors will determine which employees in their department require the use of mobile devices. It will be the responsibility of the Director to justify and budget for the use of mobile devices. The City Administrator will determine which City officials will be offered the use of mobile devices. All such devices shall be issued on a strictly non-compensatory basis.

(c) The City will supply a City-owned mobile device to designated City management employees and City officials or will provide the designated employees and officials with a monthly allowance in their paycheck to offset the expense of a personal mobile device. The determination of which management employees and officials will be supplied with mobile devices and which will be provided a monthly allowance shall be made by the Department Director in consultation with the Financial Services Division.

(d) As a condition of receiving a monthly allowance for use of a personal mobile device or for issuance of a City owned mobile device, the mobile number for such device shall be made available to the public in any manner the City deems necessary or appropriate.

(e) Nothing in this policy shall be interpreted to require or allow non-exempt employees to monitor or use mobile devices for conducting City business while off work, unless permission is granted from the employees' supervisor.

2) MONTHLY ALLOWANCE.

(a) The mobile device used will be the personal property of the employee or official and therefore the employee or official will be responsible for the capital cost of the device and the decision whether to carry insurance on the device at the employee or official's own expense. The employee or official, at his or her own expense, may add extra services or equipment features as desired.

(b) The monthly allowance shall be \$35. This amount includes a \$5 monthly equipment allowance as described below. These employees and officials must be on call 24 hours, 7 days a week unless on authorized leave or vacation. If an employee or official who is provided a mobile device allowance chooses to turn the device off during off-duty hours or chooses to not answer the device, he or she may lose the allowance and discipline may occur.

(c) Additional specified employees that have been designated by their Department Director, that are required to carry a mobile device due to the fact that they are heavy daily users, will also receive an allowance. This allowance may range from \$10 to \$35 per month, depending on the employee's job requirements. This amount includes the \$5 monthly equipment allowance as described below. These employees will be required to have the device on at all times for City business while at work and if on call, 24 hours, 7 days a week. If they do not have the device on or choose to not answer the device, they may lose their allowance and discipline may occur.

(d) The allowance amount shall not exceed the actual cost the employee or official is paying for the employee's or official's cellular service. If the cost is not over \$30, the employee or official will only be reimbursed up to the actual amount paid.

(e) The equipment allowance for each employee or official will be \$5 per month. This equipment allowance can be used by the employee or official for the cost of the phone or the cost of accessories (charges, belts, clips, etc).

(f) Employees and officials receiving the allowance will be allowed to make and receive personal calls on the mobile device since it is the employee's or official's personal property. However, these personal calls shall not interfere with work, as already provided by city policy.

(g) A cellular telephone authorization form shall be completed by the employee and reviewed and signed by the Division Manager (if applicable) and Department Director. The completed form shall then be forwarded to the Controller/City Treasurer.

(h) The allowance shall continue until the Controller/City Treasurer is notified in writing by the Department Director to discontinue the allowance or at the time that the employee terminates employment with the City.

(i) The employees and officials receiving the monthly allowance must notify his or her own supervisor and the Controller/City Treasurer each time the mobile device number or mobile device provider is changed.

(j) Initially, the employee or official will be required to submit documentation verifying the mobile device number and the cost of the plan to ensure that the allowance does not exceed the allowance amount. If an employee or official changes the device number, he or she shall be required to notify Financial Services immediately and provide the appropriate documentation.

(k) The \$35 allowance has been determined to cover the cost of a basic plan. On a periodic basis, the Financial Services Division will review the allowance amount to ensure that it is a reasonable. The allowance will be added to the second payroll of each month.

3) PROVIDED MOBILE DEVICES

(a) Any City owned mobile device issued to City employees or City officials shall be used for City business only, and not for personal use other than in an emergency.

(b) The City shall retain ownership of the issued mobile device, and the device may be subject to inspection, forensic examination, recall, or confiscation at any time. There should be no expectation of privacy whatsoever regarding any information contained on the device by those who are issued a City owned device. In addition, any information

contained on the device may be subject to an open records request.

(c) The employee or official who is issued the device may be responsible to reimburse the City for loss or theft of or damage to the device that occurs while issued to the employee or official, depending upon the circumstances, at the sole discretion of the Department Director or City Administrator.

(d) Use of the device shall be subject to **806: Technology Resources Acceptable Use.**

(e) No changes to the operating system, programs, applications, service provider or any other changes to the mobile device's operation are allowed to be made to City owned devices without the express permission of the Department Director or City Administrator. Generally such changes, if any, will be made by or under the supervision of the Information Systems Division of the City of Cedar Falls.

(f) Issued mobile devices shall be returned to the Financial Services Division upon termination of employment for any reason.

Explanation: New mobile device policy added.

809: DISCIPLINARY PROCEDURES

Policy:

It is the policy of the City of Cedar Falls that all employees are expected to comply with the City's standards of behavior and performance and that any noncompliance with these standards must be modified.

Comment:

* * *

(8) Documented reasons and rationale for final disciplinary action imposed on an employee resulting in resignation in lieu of discharge, demotion or discharge may be a public record.

(89) Probationary ~~employees~~, and ~~all~~ temporary ~~employees~~, including seasonal and special purpose employees may be terminated at any time without regard to the procedures set forth above.

Explanation: This change is to make sure that employees understand that certain records could become public records, to reflect legislative changes in 2017. This information is also included in our discipline forms, but this gives prior notice to employees who have not faced discipline before. Also clarified the classes of employees who are not subject to progressive discipline.

903: GRIEVANCE PROCEDURE

Policy:

It is the policy of the City of Cedar Falls that employees should have an opportunity to present their work-related complaint and to appeal management decisions through a dispute resolution or grievance procedure. The City will attempt to resolve promptly all grievances that are appropriate for handling under this policy.

Comment:

* * *

(4) The grievance procedure has a maximum of ~~four~~ three steps, but grievances may be resolved at any step in the process. Grievances are to be fully processed until the employee is satisfied, does not file a timely appeal, or exhausts the right to appeal. A decision becomes binding on all parties whenever the employee does not file a timely appeal or when a decision is made in the final step and the right to appeal no longer exists.

* * *

(c) **Step Three** – Within five working days of receipt of the Department Director's response, the employee may appeal the decision to the Grievance Panel. The Grievance Panel shall consist of the Mayor, the City Administrator, and all Department Directors, or the Department Director's designated alternate, with the exception of the Department Director involved in the grievance. The Grievance Panel will hold a hearing on a date at the earliest convenience of all parties. The Grievance Panel will take the necessary steps to review and investigate the grievance and will issue a written, final and binding decision based upon the majority vote of those Panel members who heard the appeal. ~~If the grievance is filed by the City Administrator, it shall move directly to Step 4.~~

(d) ~~**Step Four** – Within five working days of receipt of the Grievance Panel's response, the employee may appeal the decision to the Administration Committee of the City Council. The Administrative Committee will hold a hearing on a~~

~~date at the earliest convenience of all parties. The Administration Committee will take the necessary steps to review and investigate the grievance and will issue a written, final, and binding decision.~~

~~*~~ ~~*~~ ~~*~~

~~(f) **Closed Session:** The grievance hearings in Step Three and Step Four may be closed pursuant to Iowa Code § 21.5(1)(i). The closed session will only be held upon an affirmative vote of either two-thirds of the members of the body or all the members present at a meeting. A closed session may be held only to the extent it is necessary to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.~~

Explanation: This change removes the Administration Committee from the Grievance process. The Grievance Panel makes the final decision under this proposed policy. Also, there is no reason to reference an open or closed session for the Grievance Panel because it is not a meeting under the open meetings law. The employee pursuing the grievance would have the same rights as to who may attend the Grievance Panel meeting as at any other step of the process. But the City can choose to keep members of the public out of the hearing.

RESOLUTION NO. _____

**RESOLUTION APPROVING AND ADOPTING CERTAIN AMENDMENTS TO
PERSONNEL POLICIES**

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has considered approving and adopting certain amendments to the City's Personnel Policies; and

WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it in the best interests of the City to approve and adopt said amendments.

NOW, THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that said amendments to the City's Personnel Policies are hereby approved and adopted.

ADOPTED this 4th day of February, 2019.

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS

CITY OF CEDAR FALLS, IOWA

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

MEMORANDUM

TO: Mayor James P. Brown and City Council

FROM: Mark Ripplinger, Director of Municipal Operations & Programs

DATE: January 29, 2019

SUBJECT: Lease approval – Flood buyout properties

Residents often express an interest in leasing the vacant parcels of land which are part of a periodic flood buyout program, for additional open green space adjacent to their property or to plant gardens. In the past there were only a few parcels that were desirable. However, after the 2008 flood event removed numerous structures in established neighborhoods, interest in leasing grew.

Attached to this cover memo is a lease requiring approval from the City Council. The individual who signed the lease provided the City with the necessary liability insurance coverage in order to utilize the property.

MOP and the Park Division Staff believe the leasing program is very beneficial not only for the neighbors, but the City as well. The parcels are mowed and maintained by the lessees during the growing season, which saves maintenance dollars and allows park staff to spend time maintaining higher priority properties.

The Department of Municipal Operations & Programs recommends that the City Council approve this lease. Let me know if you have any questions or comments.

**CITY OF CEDAR FALLS
LEASE**

PARCEL NO. 8914-02-235-009

LEASE NO. PK-2018-022 COUNTY: Black Hawk

THIS LEASE, made and entered into this 16th day of January, 2019, by and between CITY OF CEDAR FALLS, IOWA ("Landlord"), whose address, for the purpose of this lease, is c/o Cedar Falls Recreation Center, 110 E. 13th Street, Cedar Falls, Iowa 50613, and Nicholas Pedersen ("Tenant"), whose address for the purpose of this lease is 2111 Vine Street, Cedar Falls, IA 50613.

The parties agree as follows:

1. PREMISES AND TERM. Landlord leases to Tenant the following real estate, situated in Black Hawk County, Iowa:

BRUHNS SUBDIVISION OF A PART OF NE QUARTER OF THE NE QUARTER OF SEC 2 T 89 NORTH RANGE 14 WEST OF THE 5TH PM S 50 FT W 70 FT LOT 25

the address of which is locally known as 8914-02-235-009 Cedar Falls, Iowa 50613 (hereinafter the "Premises"), for a term beginning on the 1st day of January, 2019, and ending on the 31st day of December, 2021, upon the condition that Tenant performs as provided in this Lease.

2. RENT. Tenant agrees to pay Landlord as rent for the Lease term the sum of \$1.00, in advance.

All sums shall be paid at the address of Landlord, or at such other place as Landlord may designate in writing.

3. POSSESSION. Tenant shall be entitled to possession on the first day of the Lease term, and shall yield possession to Landlord at the termination of this Lease.

4. USE. Tenant shall use the Premises only for open green space or private, non-commercial vegetable and flower gardens of a scale similar to those existing in the residential properties in the neighborhood of the Premises. No structures, fences, buildings, hard surfacing, driveways, sidewalks or vehicles shall be constructed, placed or stored on the Premises. Tools and equipment consistent with private, non-commercial vegetable or flower garden use may be temporarily placed and used on the Premises at the sole risk of Tenant. No motorized vehicles shall be parked on or otherwise used in connection with the Premises except when such vehicles are actually engaged in maintenance of the Premises. A violation of this provision shall be cause for immediate termination of the Lease.

5. CARE AND MAINTENANCE.

(a) Tenant takes the Premises as is without warranty, express or implied, as to the condition of the Premises or its suitability for any particular purpose.

(b) Tenant shall maintain the Premises in a reasonably safe, serviceable, clean and presentable condition. Tenant may plant vegetable or flower gardens, grass, turf, shrubs, and, with the prior written consent of Landlord, trees. Tenant shall not install any other improvements on the Premises.

6. SURRENDER. Immediately upon the termination of this Lease for any reason, Tenant will surrender the Premises to Landlord in good condition.

7. ASSIGNMENT AND SUBLETTING. No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent may be withheld in the sole and absolute discretion of Landlord.

8. INSURANCE. LIABILITY INSURANCE. Tenant shall show proof CERTIFICATE OF INSURANCE of general liability insurance in the amounts of \$250,000 each occurrence and \$500,000 aggregate for the Premises for the entire term of the lease, including any renewal period.

9. INDEMNITY AND HOLD HARMLESS. To the fullest extent permitted by law, Tenant agrees to defend, pay on behalf of, indemnify, and hold harmless Landlord, Landlord's elected and appointed officials, directors, employees, agents and volunteers working on behalf of Landlord (collectively, for purposes of this paragraph, "Landlord"), against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages which may be asserted, claimed or recovered against or from Landlord, including but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damages, by any person or entity, including by Tenant or any other person or entity on the Premises with the permission, express or implied, of Tenant (collectively, for purposes of this paragraph, "Tenant"), which arises out of or is in any way connected or associated with the tenancy or use and occupancy of the Premises or any part thereof, to the extent arising out of the errors, omissions or other fault of Tenant, except for only the extent of any fault of Landlord.

10. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.

EVENTS OF DEFAULT

A. Each of the following shall constitute an event of default by Tenant: (1) Failure to pay rent when due; and (2) failure to observe or perform any duties, obligations, agreements, or conditions imposed on Tenant pursuant to the terms of the Lease.

NOTICE OF DEFAULT

B. Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default.

REMEDIES

C. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following: (1) Termination. Landlord may declare this Lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this Lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the Premises, including attorney's fees and court costs; or (2) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this Lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

11. NOTICES AND DEMANDS. All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this Lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid. All notices and demands given by Tenant to Landlord in connection with this Lease shall be sent to the following address:

Return Both Copies Signed to:

Cedar Falls Recreation Center
Attn: Peggee Frost
110 E. 13th Street
Cedar Falls, IA 50613

12. PROVISIONS BINDING. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

13. ADDITIONAL PROVISIONS.

(a) Tenant shall comply with all obligations imposed by applicable provisions of the City of Cedar Falls Code of Ordinances, including Chapter 29, Zoning. Tenant shall conduct himself or herself in a manner that will not disturb his or her neighbors' peaceful enjoyment of the neighbors' premises.

(b) Without limiting the generality of the foregoing, Tenant shall be responsible for mowing the Premises to a height not to exceed eight (8) inches and for general upkeep of the entire Premises, and restoring the Premises to a mowable condition at the end of the term of the Lease, or any renewal term of the Lease. Any improvements installed or added to the premises in accordance with paragraph 5(b) of the Lease shall be at the sole cost of Tenant, and shall become the property of Landlord upon termination of the Lease or any renewal term of the Lease.

(c) Tenant shall not engage in or permit the conduct of any commercial business whatsoever on the Premises. A violation of this provision shall be grounds for immediate termination of this Lease.

(d) Landlord may enter upon the Premises at any time during the term of the Lease for the purpose of inspection, drilling test holes or making surveys, or to accommodate public utilities relocation.

(e) Tenant shall comply with all FEMA rules related to the use of the property.

14. **TERMINATION OF LEASE.** This Lease may be terminated by Landlord for any reason, and without cause, on thirty (30) days' written notice to Tenant. Tenant may terminate the Lease for any reason, without cause, by ten (10) days' written notice to Landlord.

15. **PROPERTY MANAGER.** The City Director of Municipal Operations & Programs, or his or her designee, is authorized to manage the Premises covered by this Lease.

16. **ENTIRE AGREEMENT.** This Lease contains the entire agreement between the parties with respect to the subject matter of the Lease and supersedes all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of the Lease.

**CITY OF CEDAR FALLS, IOWA
LANDLORD**

By:

James Brown, Mayor

Date

Attest:

Jacque Daniels, CMC, City Clerk

Date

TENANT

By:

Nicholas Pedersen

Signature

1/16/19

Date

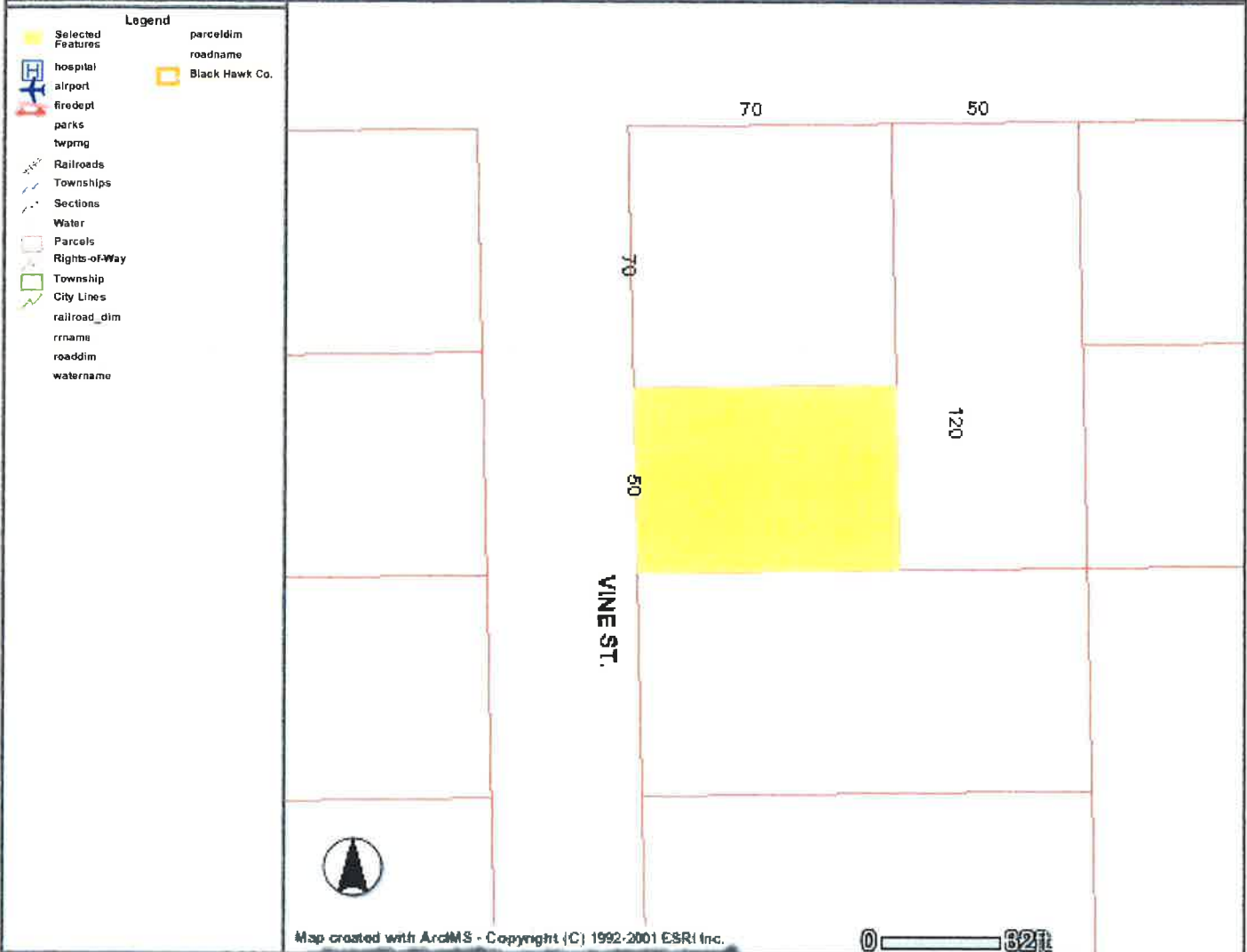
Nicholas Pedersen

Print Name

2111 VINE ST CEDAR FALLS, IA 50613

Address

Parcel ID:	8914-02-235-009
Deed Holder:	CITY OF CEDAR FALLS
Legal:	BRUHNS SUBDIVISION OF A PART OF NE QUARTER OF THE



Black Hawk County, Iowa
 316 East 5th Street
 Waterloo, Iowa 50703-4774
 Phone: (319) 833-3002
 Fax: (319) 833-3070
 E-mail: auditor@co.black-hawk.ia.us.org

Map Disclaimer: This map does not represent a survey. No liability is assumed for the accuracy of the data delineated herein, either expressed or implied by Black Hawk County, the Black Hawk County Assessor or their employees. This map is compiled from official records, including plats, surveys, recorded deeds, and contracts, and only contains information required for local government purposes. See the recorded documents for more detailed legal information.



NICHPE-01

SBROWN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/11/2018

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

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

PRODUCER LSB Financial Services 242 Tower Park Dr. Waterloo, IA 50701	CONTACT NAME:	
	PHONE (A/C, No, Ext): (319) 874-4242 FAX (A/C, No):	
	E-MAIL ADDRESS: info@mylsb.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Nationwide Mutual Insurance Co	23787
INSURED Nicholas Pedersen 2111 Vine St Cedar Falls, IA 50613	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY			HA0017833633	10/6/2018	10/6/2019	EACH OCCURRENCE \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
X	Personal Liability						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
X	OTHER: Personal Liability						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Location: 2111 Vine St, Cedar Falls, IA 50613 and any owned vacant lots.

CERTIFICATE HOLDER

CANCELLATION

City of Cedar Falls
Cedar Falls, IA 50613

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Steve Brown



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 *BH*
DATE: January 31, 2019
SUBJECT: Portable Classroom Storage Agreement

Municipal Operations and Programs was approached by the Cedar Falls School District regarding temporary storage of two portable classrooms. Due to additional equipment at their bus barns they do not have adequate space for storing the two classroom units that measure 24'x40' each.

The Public Works Facility at 2200 Technology Parkway does have adequate space for storage on the west side of the complex that will not impact daily operations. Additionally, this storage will not violate zoning covenants for this area of the Industrial Park. The duration of the temporary storage will not exceed a two year period and there will be no cost to the City.

Attached for your review is a simple storage agreement between the Cedar Falls School District and the City of Cedar Falls. Municipal Operations and Programs is glad to support the Cedar Falls School District and is recommending approval of this temporary storage agreement.

Please feel free to contact me if you have questions or comments.

Att.

CC: Mark Ripplinger, Director of Municipal Operations and Programs

Agreement for Storage of Portable Single Classroom Unit

This Agreement is entered into this ____ day of January, 2019, by and between the Cedar Falls Community School District ("CFCSD") and the City of Cedar Falls, Iowa (the "City").

RECITALS

- A. CFCSD owns certain portable single classroom units and uses the same from time to time to augment existing instructional area at various school sites.
- B. CFCSD has been utilizing a portable single classroom unit (the "Unit") at Orchard Hill Elementary School which is no longer needed at this time; however, CFCSD believes that this particular Unit will likely be needed in the future for additional instruction space.
- C. CFCSD does not have readily available space to store the Unit at the present time; the City has an area that would serve as adequate storage, however.
- D. The parties wish to enter into an agreement regarding storage of the Unit on property owned by the City.

AGREEMENT

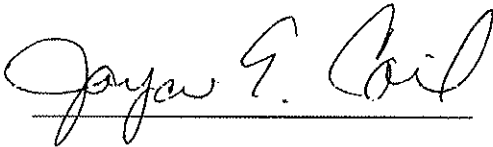
Now, therefore, the parties hereby agree to the following:

- 1. Storage of Unit. The City agrees to allow CFCSD to store the Unit at the City of Cedar Falls Public Works Department building. The City agrees to charge CFCSD no fee for such storage. CFCSD shall be responsible for the transportation of the Unit to and from the City property, and for the placement of the Unit on the property at a location determined by the City.
- 2. Term of Storage. The parties agree that there will not be a limited time for the storage of the Unit as described in this Agreement. CFCSD shall be allowed to move it at any time, upon reasonable notice as needed by the City to provide access to CFCSD. The City may terminate this Agreement and require that CFCSD move the Unit at any time, upon six (6) months prior written notice to CFCSD.
- 3. Liability. CFCSD shall be responsible for all damages and claims arising from the storage of the Unit on the City's property pursuant to this Agreement, except to the extent that such damages and/or claims arise from the intentional or reckless acts of the City or its agents. Except as specifically described in the foregoing, CFCSD agrees to indemnify and hold harmless the City for all actions and liability arising out of or relating directly to the City's storage of the Unit for CFCSD.
- 4. 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 individuals signing on behalf of CFCSD and on behalf of the City, 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.

CEDAR FALLS COMMUNITY SCHOOL
DISTRICT



By:
Its:





CITY OF CEDAR FALLS

By:
Its:

Attest: _____




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

Building Inspection Division

TO: Honorable Mayor James P. Brown and City Council

FROM: Director/Police Chief Jeff Olsen 

DATE: January 31, 2019

SUBJECT: Furniture and Desk Bids for the new Public Safety Building

On January 28, 2019 bids were opened for furniture and desks for the new Public Safety Building.

The three companies bidding on specified furniture and desk components are Storey Kenworthy, Kirk Gross, and Office Concepts. All three companies had low bids on different components.

The low bids combined are a total of \$234,687.57. The low bid price is approximately 15% lower than the estimate. All the bids appear to be in order and comply with the bid-proposal, specifications, and scope of work (see attached bid tab and consultant recommendations).

Therefore, I am requesting the council receive and file the bids for the furniture and desks for the new Public Safety Building. I am also requesting that the low bid from the three companies be accepted.

The project will be paid for from the project account.

Please feel free to contact me if you have any questions.

February 1, 2019

City of Cedar Falls - City Hall
220 Clay Street
Cedar Falls, IA 50613

Re: Cedar Falls Public Safety Facility Furniture

Below is a summary of the bids received at our January 25, 2019 bid opening for CFPS Facility Furniture. The recommendations that follow are offered after review with you.

Selected Bid Summary Per Specified Manufacturer	Low Bid Amount	Bidder	Recommendation	Comments
Gunlocke	\$ 17,711.19	Storey Kenworthy	accept	
Hi5	\$ 24,865.00	Kirk Gross	accept	
National Office	\$ 8,621.65	Kirk Gross	accept	
Sit On It	\$ 11,480.05	Storey Kenworthy	accept	
Source International	\$ 18,860.32	Office Concepts	accept	
Steelcase (Office Types 1-9)	\$ 128,287.50	Kirk Gross	accept	
Steelcase (C-5 Amia Chairs)	\$ 17,805.28	Kirk Gross	accept	
Tuohy	\$ 2,334.34	Office Concepts	accept	
Wisconsin Bench	\$4,722	Storey Kenworthy	accept	
Total	\$234,687.57			Total is lower than budget pricing

General Notes

We received competitive bids furniture. The bid amounts are within the expected costs for the work. The total bid price is approximately 15% less than the estimate.

The specification allows the owner to accept furniture bids per manufacturer category, not overall low bid per supplier.

Alternates were included within the bids for office workstations and storage. We are recommending that Alternate 1 for the Herman Miller (Office Types 1-9) is not accepted based on the differences in components from the base bid product. We are recommending that Alternate 2 for the Allsteel (Office Types 1-9) is not accepted based on the differences in components and preferences of the owner from the base bid product.

Alternates were included within the bids for task chairs. We are recommending that Alternate 3 for the Allsteel (C-5 Access chairs) is not accepted based on the preference of owner from the base bid product.

In summary, we recommend accepting the bids as indicated above for a total contract amount at \$234,687.57

Each bidder is a reliable and experienced furniture supplier that has successfully worked on projects for the City of Cedar Falls and/or other institutions in the area. We are confident that they will provide the quality of work that the city expects.

Please let us know how you plan to proceed. As always, we are glad to meet with you to discuss this in more detail.

Attached is the bid tab for your reference.

Sincerely,



Kindra Christensen, IIDA
Interior Designer



BID TABULATION

INVISION

DATE:	February 1, 2019
PROJECT:	Cedar Falls Public Safety Facility Furniture
PROJECT #:	17007
Budget:	\$325,000

Bidding Company Location		Kirk Gross Waterloo, IA		Office Concepts Waterloo, IA		Storey Kenworthy Cedar Falls, IA				
Bid Bond		5%		\$9,250		5%				
Addendum No 1 dated 01.23.1019		x		x		x				
Completed Work By:	6/1/2019									
BASE BID	\$	\$0	\$	\$0	\$	\$0				
MANUFACTURERS	Selected X		Selected X		Selected X					
Gunlocke		no bid		no bid	X	\$17,711.19				
Hi5	X	\$24,865.00		\$25,087.61		\$27,802.71				
National Office Furniture	X	\$8,621.65		no bid		\$9,096.41				
Sit On It		\$11,840.57		\$11,713.85	X	\$11,480.05				
Source International		\$19,608.09	X	\$18,860.32		\$19,838.67				
Steelcase (Office Types 1-9)	X	\$128,287.50		no bid		no bid				
Steelcase (C-5 Amia Chairs)	X	\$17,805.28		no bid		no bid				
Tuohy		\$2,382.46	X	\$2,334.34		\$2,670.31				
Wisconsin Bench		no bid		no bid	X	\$4,722.24				
Alternate No 1: Herman Miller (Office Types 1-9)		no bid		\$124,348.14		no bid				
				price does not include under cabinet lighting (approx. add would be \$2800)						
Alternate No 2: Allsteel (Office Types 1-9)		no bid		no bid		\$92,831.52				
						price does not include under cabinet lighting (approx. add would be \$4500)				
Alternate No 3: Allsteel (C-5 Access Chairs)		no bid		no bid		\$16,540.34				
Total Per Bidding Company		\$179,579.43		\$21,194.66		\$33,913.48		Project Total (Includes Lowest Bid Number Per Manufacturer):	\$234,687.57	



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

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

Engineering Division ♦ Inspection Services Division
Phone: 319-268-5161 Fax: 319-268-5197

Water Reclamation Division
Phone: 319-273-8633 Fax: 319-268-5566

TO: Honorable Mayor James P. Brown and City Council
FROM: Terra Ray, Engineer Tech II
DATE: January 31, 2019
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
77	Farmers State Bank	1704-1710 W. 1 st Street	Fee Permanent Easement Temporary Easement Tennant 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 as 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
 Chase Schrage, Principal Engineer
 David Sturch, Planner III

CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

PROPERTY ADDRESS: 1704-1710 W. 1st St. COUNTY TAX PARCEL NO.8914-11-177-028
PROJECT NO. STP-57-2(28)-2C-07
PROJECT NAME: West 1st St. / IA 57 PCC Pavement Reconstruction

THIS AGREEMENT entered into this 18 day of Nov., 2018, by and between Farmers State Bank, 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.
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>47,106.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>47,100.00</u>	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres sq. ft. = square feet

Land by Fee Title	<u>1,234</u> sq. ft.	\$ <u>13,574.00</u>
Permanent Utility Easement	<u>2,909</u> sq. ft.	\$ <u>16,000.00</u>
Temporary Easement	<u>7,364</u> sq. ft.	\$ <u>12,961.00</u>
Miscellaneous/Other <u>Paving/planter</u>		\$ <u>4,571.00</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 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.

Farmers State Bank

Wesley M. Wesley Becker COO 11-8-18
Name/Title Date

Name/Title Date

For an acknowledgment in a representative capacity:

State of Iowa County of BLACK HAWK

This record was acknowledged before me on Nov. 18, 2018

by Wesley Becker Name(s) of individual(s)

as C.O.O. (type of authority, such as officer or trustee)

of FARMER'S STATE BANK
(name of party on behalf of whom record was executed).

[Signature]
Signature of notarial officer

Brian Deprez
Printed name of notarial officer

9-1-2020
My commission expires



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

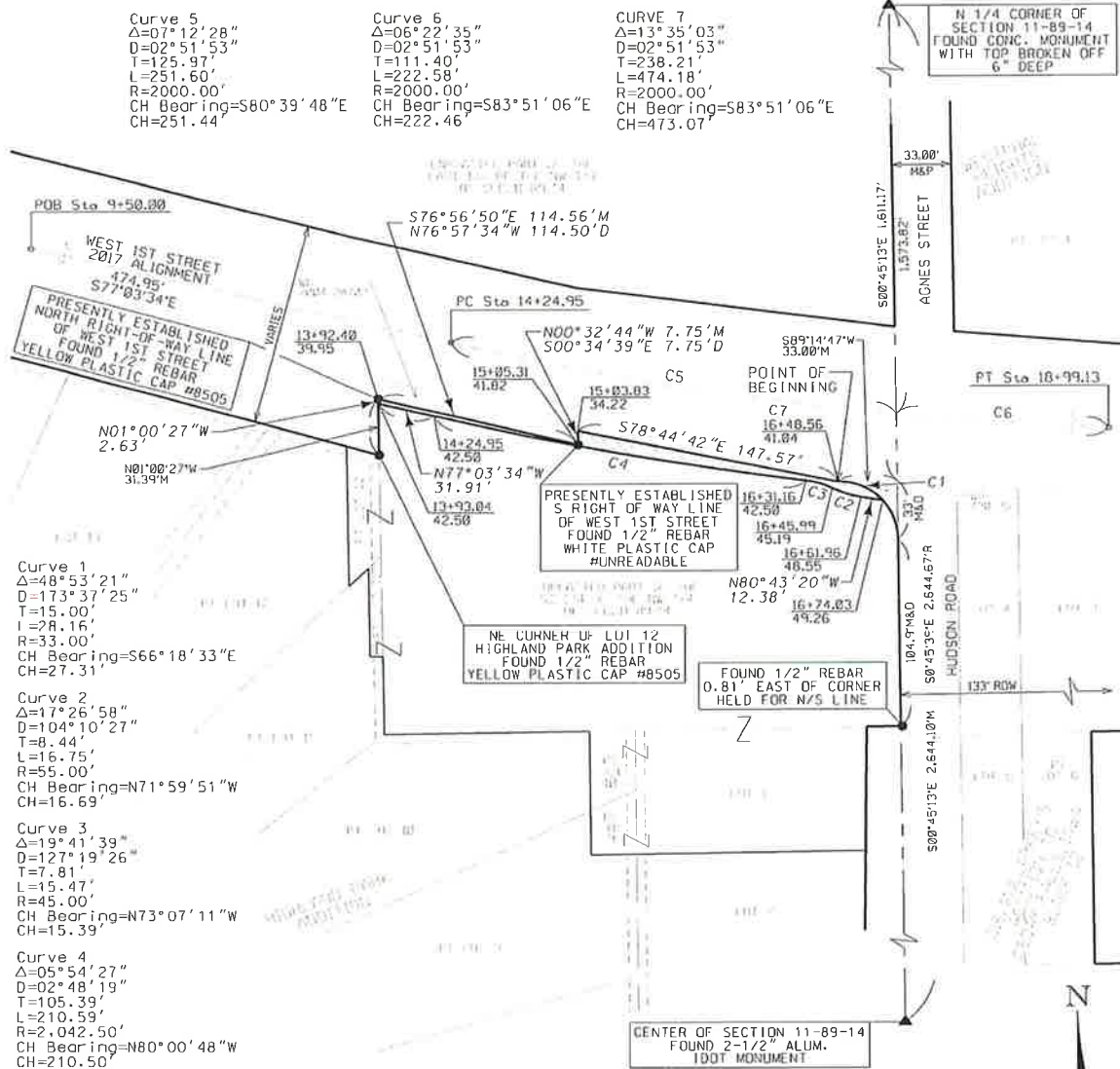
IOWA DEPARTMENT OF TRANSPORTATION

ACQUISITION PLAT

EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. _____
 PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 77
 SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
 ROW-FEE 1,234 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 FARMERS STATE BANK

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 Coats 2-18-2018
 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)

0' 30' 60'

DATE REVISED _____

DATE DRAWN JANUARY 29, 2018

SCALE 1" = 80'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 77

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 THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M. LOCATED IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 11, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M.; THENCE SOUTH 00°45'13" EAST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 11, A DISTANCE OF 1611.17 FEET; THENCE SOUTH 89°14'47" WEST, 33.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST FIRST STREET AND TO THE POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 33.00 FEET, WHOSE ARC LENGTH IS 28.16 FEET AND WHOSE CHORD BEARS SOUTH 66°18'33" EAST, 27.31 FEET; THENCE NORTH 80°43'20" WEST, 12.38 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 55.00 FEET, WHOSE ARC LENGTH IS 16.75 FEET AND WHOSE CHORD BEARS NORTH 71°59'51" WEST, 16.69 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 45.00 FEET, WHOSE ARC LENGTH IS 15.47 FEET AND WHOSE CHORD BEARS NORTH 73°07'11" WEST, 15.39 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 2042.50 FEET, WHOSE ARC LENGTH IS 210.59 FEET AND WHOSE CHORD BEARS NORTH 80°00'48" WEST, 210.50 FEET; THENCE NORTH 77°03'34" WEST, 31.91 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF WEST FIRST STREET; THENCE NORTH 01°00'27" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 2.63 FEET; THENCE SOUTH 76°56'50" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 114.56 FEET; THENCE NORTH 00°32'44" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 7.75 FEET; THENCE SOUTH 78°44'42" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 147.57 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.03 AC. (1,234 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE EAST LINE OF THE NW 1/4 OF SECTION 11-89-14 ASSUMED TO BEAR SOUTH 00°45'13" EAST.

COUNTY BLACK HAWK STATE CONTROL NO.
PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 77
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
ROW-FEE AC, EASE 2,909 S.F. AC EXCESS-FEE AC
ACCESS RIGHTS ACQUIRED - STA STA MAIN LINE SIDE
ACCESS RIGHTS ACQUIRED - STA STA SIDE ROAD SIDE
ACQUIRED FROM FARMERS STATE BANK

Curvo 9
 $\Delta=07^{\circ}12'28''$
 $D=02^{\circ}51'53''$
 $T=125.97'$
 $L=251.60'$
 $R=2000.00'$
 $CH \text{ Bearing}=S80^{\circ}39'48''E$
 $CH=251.44'$

Curvo 10
 $\Delta=06^{\circ}22'35''$
 $D=02^{\circ}51'53''$
 $T=111.40'$
 $L=222.58'$
 $R=2000.00'$
 $CH \text{ Bearing}=S83^{\circ}51'06''E$
 $CH=222.46'$

Curvo 11
 $\Delta=13^{\circ}35'03''$
 $D=02^{\circ}51'53''$
 $T=238.21'$
 $L=474.18'$
 $R=2000.00'$
 $CH \text{ Bearing}=S83^{\circ}51'06''E$
 $CH=473.07'$

UNPLATTED PART OF THE EAST 1/2 OF THE NW 1/4 OF SEC. 11-B9-14

PRESENTLY ESTABLISHED S RIGHT OF WAY LINE OF WEST 1ST STREET FOUND 1/2" REBAR WHITE PLASTIC CAP #UNREADABLE

POB Sta 9+50.00

WEST 1ST STREET 2017 ALIGNMENT
 $474.95'$
 $S77^{\circ}03'34''E$

PRESENTLY ESTABLISHED NORTH RIGHT-OF-WAY LINE OF WEST 1ST STREET FOUND 1/2" REBAR YELLOW PLASTIC CAP #8505

PC Sta 14+24.95

$S77^{\circ}03'34''E$
 $31.91'$

$14+24.95$
 $42.50'$

$13+93.04$
 $42.50'$

$14+24.95$
 $52.50'$

$N77^{\circ}03'34''W$
 $29.43'$

$13+95.52$
 $52.50'$

$N01^{\circ}00'27''W$
 $10.30'$

$N01^{\circ}00'27''W$
 $18.46'M$

LOT 13

PT LOT 12

Curvo 2
 $\Delta=22^{\circ}44'20''$
 $D=173^{\circ}37'25''$
 $T=6.64'$
 $L=13.10'$
 $R=33.00'$
 $CH \text{ Bearing}=S30^{\circ}29'43''E$
 $CH=13.01'$

Curvo 3
 $\Delta=17^{\circ}26'58''$
 $D=88^{\circ}08'50''$
 $T=9.98'$
 $L=19.80'$
 $R=65.00'$
 $CH \text{ Bearing}=N71^{\circ}59'51''W$
 $CH=19.72'$

Curvo 4
 $\Delta=19^{\circ}41'39''$
 $D=163^{\circ}42'08''$
 $T=6.08'$
 $L=12.03'$
 $R=35.00'$
 $CH \text{ Bearing}=N73^{\circ}07'11''W$
 $CH=11.97'$

Curvo 5
 $\Delta=05^{\circ}54'27''$
 $D=02^{\circ}47'29''$
 $T=105.91'$
 $L=211.62'$
 $R=2,052.50'$
 $CH \text{ Bearing}=N80^{\circ}00'48''W$
 $CH=211.53'$

Curvo 6
 $\Delta=05^{\circ}54'27''$
 $D=02^{\circ}48'19''$
 $T=105.39'$
 $L=210.59'$
 $R=2,042.50'$
 $CH \text{ Bearing}=S80^{\circ}00'48''E$
 $CH=210.50'$

Curvo 7
 $\Delta=19^{\circ}41'39''$
 $D=27^{\circ}19'26''$
 $T=7.81'$
 $L=15.47'$
 $R=45.00'$
 $CH \text{ Bearing}=S73^{\circ}07'11''E$
 $CH=15.39'$

Curvo 8
 $\Delta=17^{\circ}26'58''$
 $D=104^{\circ}10'27''$
 $T=8.44'$
 $L=16.75'$
 $R=55.00'$
 $CH \text{ Bearing}=S71^{\circ}59'51''W$
 $CH=16.69'$

NE CORNER OF LOT 12 HIGHLAND PARK ADDITION FOUND 1/2" REBAR YELLOW PLASTIC CAP #8505

FOUND 1/2" REBAR 0.81' EAST OF CORNER HELD FOR N/S LINE

UNPLATTED PART OF THE SE 1/4 OF THE NW 1/4 OF SEC. 11-B9-14

33.00' M&P

$S00^{\circ}45'13''E$ 151.17'

AGNES STREET

WESTPHAL HEIGHTS ADDITION

PT LOT 1

PT Sta 18+99.13

C9

$S89^{\circ}14'47''W$
 $33.00'M$

$S80^{\circ}43'20''E$
 $12.38'$

$16+51.96$
 $48.55'$

$16+45.99$
 $45.14'$

$16+31.16$
 $42.50'$

$16+31.16$
 $52.50'$

$16+42.64$
 $54.58'$

$16+51.43$
 $58.54'$

$16+81.51$
 $54.76'$

$N80^{\circ}43'20''W$
 $20.71'$

C11

C10

POINT OF BEGINNING

$16+74.03$
 $49.26'$

LOT 4

LOT 3

LOT 1

LOT 2

LOT 5

LOT 6

PT LOT 16

PT LOT 1

PT LOT 9

HIGHLAND PARK ADDITION

133' ROW

HUDSON ROAD

$S00^{\circ}45'13''E$ 2,644.10'M

O.E. MULLARKY'S ADDITION TO CEDAR FALLS, IOWA BLOCK 12

N

158

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 77

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

EASEMENT GRANTED FOR PUBLIC UTILITY DESCRIBED AS FOLLOWS:

A PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M. LOCATED IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 11, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M.; THENCE SOUTH 00°45'13" EAST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 11, A DISTANCE OF 1611.17 FEET; THENCE SOUTH 89°14'47" WEST, 33.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF WEST FIRST STREET; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 33.00 FEET, WHOSE ARC LENGTH IS 28.16 FEET AND WHOSE CHORD BEARS SOUTH 66°18'33" EAST, 27.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 33.00 FEET, WHOSE ARC LENGTH IS 13.10 FEET AND WHOSE CHORD BEARS SOUTH 30°29'43" EAST, 13.01 FEET; THENCE NORTH 80°43'20" WEST, 20.71 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 65.00 FEET, WHOSE ARC LENGTH IS 19.80 FEET AND WHOSE CHORD BEARS NORTH 71°59'51" WEST, 19.72 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 35.00 FEET, WHOSE ARC LENGTH IS 12.03 FEET AND WHOSE CHORD BEARS NORTH 73°07'11" WEST, 11.97 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 2052.50 FEET, WHOSE ARC LENGTH IS 211.62 FEET AND WHOSE CHORD BEARS NORTH 80°00'48" WEST, 211.53 FEET; THENCE NORTH 77°03'34" WEST, 29.43 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF WEST FIRST STREET; THENCE NORTH 01°00'27" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 10.30 FEET; THENCE SOUTH 77°03'34" EAST, 31.91 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 2042.50 FEET, WHOSE ARC LENGTH IS 210.59 FEET AND WHOSE CHORD BEARS SOUTH 80°00'48" EAST, 210.50 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 45.00 FEET, WHOSE ARC LENGTH IS 15.47 FEET AND WHOSE CHORD BEARS SOUTH 73°07'11" EAST, 15.39 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 55.00 FEET, WHOSE ARC LENGTH IS 16.75 FEET AND WHOSE CHORD BEARS SOUTH 71°59'51" WEST, 16.69 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.07 AC. (2,909 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

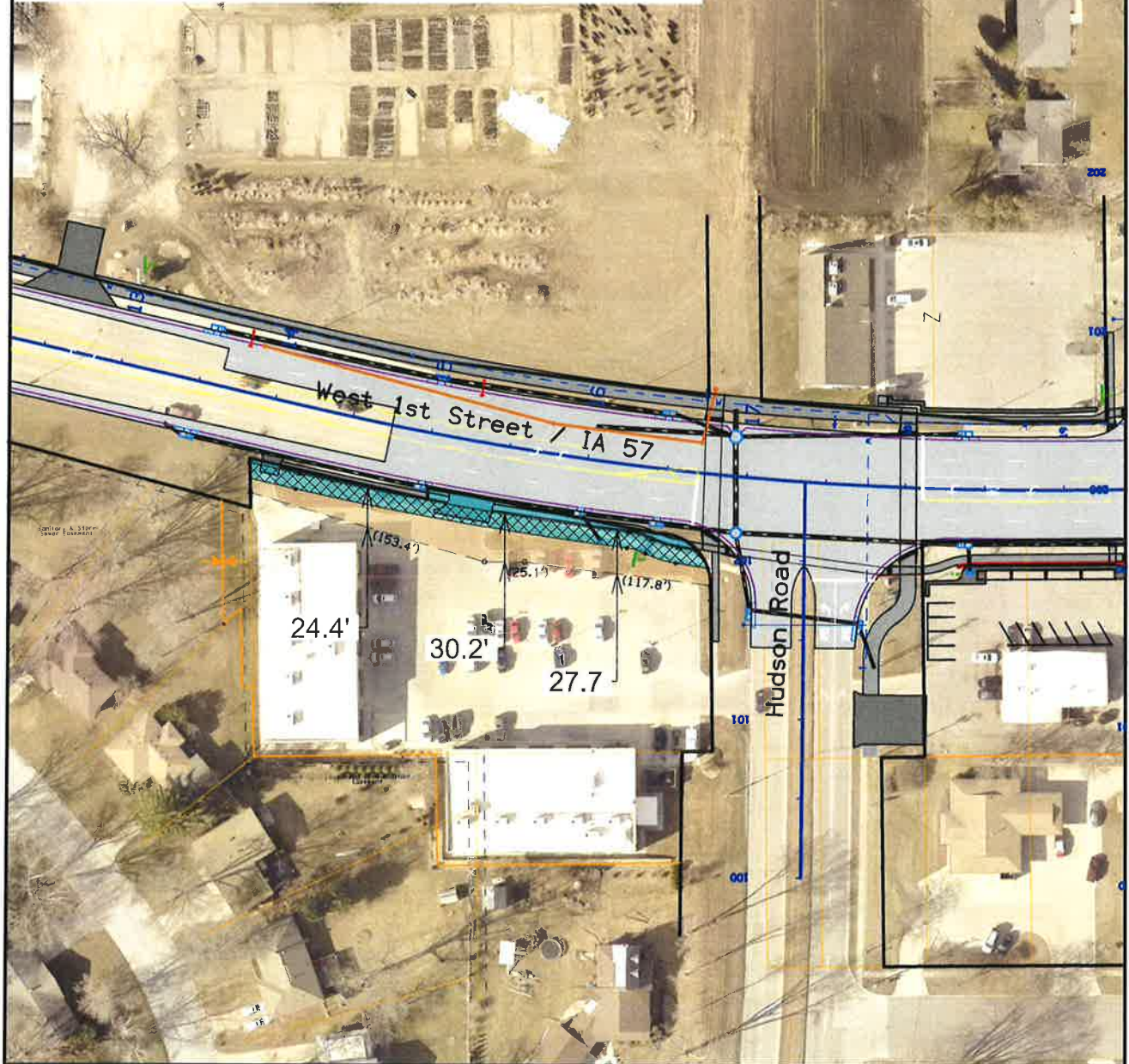
NOTE:

THE EAST LINE OF THE NW 1/4 OF SECTION 11-89-14 ASSUMED TO BEAR SOUTH 00°45'13" 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 77 - FARMERS STATE BANK

SCALE:
1"= 100'

DATE:
02/08/2018

PROJECT #:
STP-57-2(28)--2G-07



\$PLTDRVL\$
\$PNTBL\$
\$SHEETNAME\$

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 18th day of Nov., 2018, by Farmers State Bank, 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.

WHEREAS, the GRANTEE use of Temporary Construction Easement areas will be limited to only when work on the specific parcel is performed. During interim periods between work, the parking lot within the temporary construction easement areas will be made available for use by the owner. Contractor shall inform property owner 24 hours in advance of when temporary construction easement area usage is needed.

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.

Farmers State Bank

Wesley M. Wesley Becker C.O.O. 11-8-18
Name/Title Date

Name/Title Date

For an acknowledgment in a representative capacity:

State of Iowa County of Black Hawk

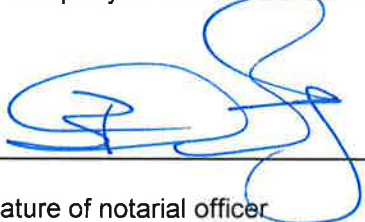
This record was acknowledged before me on 11-18, 2018

by Wesley Becker Name(s) of individual(s)

as C.O.O. (type of authority, such as officer or trustee)

of FARMERS STATE BANK

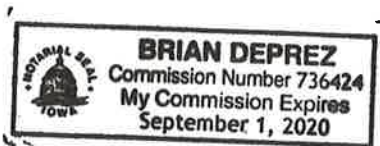
(name of party on behalf of whom record was executed).



Signature of notarial officer

Brian Deprez
Printed name of notarial officer

9-1-2020
My commission expires



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 Daniels, 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 Daniels, MMC, City Clerk, of the City of Cedar Falls, Iowa.

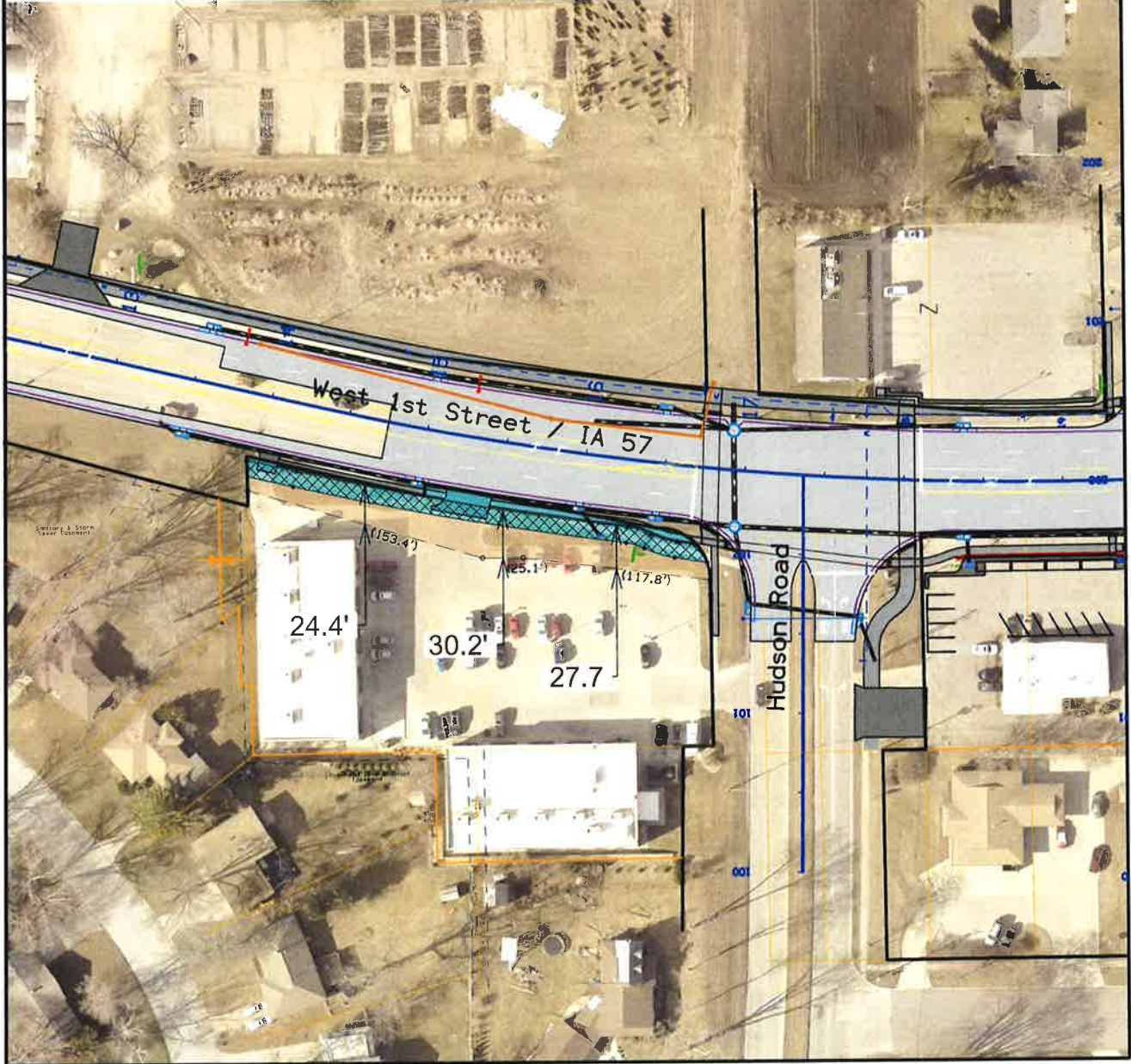
Notary Public in and for the State of Iowa

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
- RETAINING WALL

* INCLUDES UNDERLYING TEMPORARY EASEMENTS



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION

PARCEL 77 - FARMERS STATE BANK

SCALE:

1"= 100'

DATE:

02/08/2018

PROJECT #:

STP-57-2(28)-2G-07



\$PLTDRVL\$
\$PENTBL\$
\$SHEETNAME\$

WHEN RECORDED RETURN TO:
City Clerk – City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613

Preparer Information: _____

PUBLIC UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Farmers State Bank, 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 A 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.

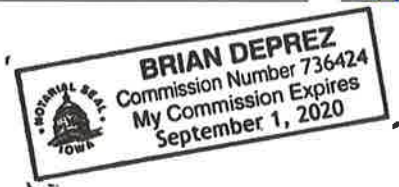
8. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

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.

Owner _____ Date 11-8-18

This record was acknowledged before me on this 18th day of Nov., 2018, by Wesley Becker as C.O.O. of FARMER'S STATE BANK.



167

COUNTY BLACK HAWK STATE CONTROL NO.
PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 77
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
ROW-FEE AC, EASE 2,909 S.F. AC EXCESS-FEE AC
ACCESS RIGHTS ACQUIRED - STA STA MAIN LINE SIDE
ACCESS RIGHTS ACQUIRED - STA STA SIDE ROAD SIDE
ACQUIRED FROM FARMERS STATE BANK

Curve 1
 $\Delta=07^{\circ}12'28''$
 $D=02^{\circ}51'53''$
 $T=125.97'$
 $L=251.60'$
 $R=2000.00'$
 $CH \text{ Bearing}=S80^{\circ}39'48''E$
 $CH=251.44'$

Curve 2
 $\Delta=22^{\circ}44'20''$
 $D=173^{\circ}37'25''$
 $T=15.00'$
 $L=28.16'$
 $R=33.00'$
 $CH \text{ Bearing}=S66^{\circ}18'33''E$
 $CH=27.31'$

Curve 3
 $\Delta=17^{\circ}26'58''$
 $D=88^{\circ}08'50''$
 $T=9.98'$
 $L=19.80'$
 $R=65.00'$
 $CH \text{ Bearing}=N71^{\circ}59'51''W$
 $CH=19.72'$

Curve 4
 $\Delta=19^{\circ}41'39''$
 $D=163^{\circ}42'08''$
 $T=6.08'$
 $L=12.03'$
 $R=35.00'$
 $CH \text{ Bearing}=N73^{\circ}07'11''W$
 $CH=11.97'$

Curve 5
 $\Delta=05^{\circ}54'27''$
 $D=02^{\circ}47'29''$
 $T=105.91'$
 $L=211.62'$
 $R=2,052.50'$
 $CH \text{ Bearing}=N80^{\circ}00'48''W$
 $CH=211.53'$

Curve 6
 $\Delta=05^{\circ}54'27''$
 $D=02^{\circ}48'19''$
 $T=105.39'$
 $L=210.59'$
 $R=2,042.50'$
 $CH \text{ Bearing}=S80^{\circ}00'48''E$
 $CH=210.50'$

Curve 7
 $\Delta=19^{\circ}41'39''$
 $D=127^{\circ}19'26''$
 $T=7.81'$
 $L=15.47'$
 $R=45.00'$
 $CH \text{ Bearing}=S73^{\circ}07'11''E$
 $CH=15.39'$

Curve 8
 $\Delta=17^{\circ}26'58''$
 $D=104^{\circ}10'27''$
 $T=8.44'$
 $L=16.75'$
 $R=55.00'$
 $CH \text{ Bearing}=S71^{\circ}59'51''W$
 $CH=16.69'$

Curve 9
 $\Delta=06^{\circ}22'35''$
 $D=02^{\circ}51'53''$
 $T=111.40'$
 $L=222.58'$
 $R=2000.00'$
 $CH \text{ Bearing}=S83^{\circ}51'06''E$
 $CH=222.46'$

Curve 10
 $\Delta=13^{\circ}35'03''$
 $D=02^{\circ}51'53''$
 $T=238.21'$
 $L=474.18'$
 $R=2000.00'$
 $CH \text{ Bearing}=S83^{\circ}51'06''E$
 $CH=473.07'$

Curve 11
 $\Delta=13^{\circ}35'03''$
 $D=02^{\circ}51'53''$
 $T=238.21'$
 $L=474.18'$
 $R=2000.00'$
 $CH \text{ Bearing}=S83^{\circ}51'06''E$
 $CH=473.07'$

Curve 12
 $\Delta=13^{\circ}35'03''$
 $D=02^{\circ}51'53''$
 $T=238.21'$
 $L=474.18'$
 $R=2000.00'$
 $CH \text{ Bearing}=S83^{\circ}51'06''E$
 $CH=473.07'$

Curve 13
 $\Delta=13^{\circ}35'03''$
 $D=02^{\circ}51'53''$
 $T=238.21'$
 $L=474.18'$
 $R=2000.00'$
 $CH \text{ Bearing}=S83^{\circ}51'06''E$
 $CH=473.07'$

Curve 14
 $\Delta=13^{\circ}35'03''$
 $D=02^{\circ}51'53''$
 $T=238.21'$
 $L=474.18'$
 $R=2000.00'$
 $CH \text{ Bearing}=S83^{\circ}51'06''E$
 $CH=473.07'$

Curve 15
 $\Delta=13^{\circ}35'03''$
 $D=02^{\circ}51'53''$
 $T=238.21'$
 $L=474.18'$
 $R=2000.00'$
 $CH \text{ Bearing}=S83^{\circ}51'06''E$
 $CH=473.07'$

Curve 16
 $\Delta=13^{\circ}35'03''$
 $D=02^{\circ}51'53''$
 $T=238.21'$
 $L=474.18'$
 $R=2000.00'$
 $CH \text{ Bearing}=S83^{\circ}51'06''E$
 $CH=473.07'$

Curve 17
 $\Delta=13^{\circ}35'03''$
 $D=02^{\circ}51'53''$
 $T=238.21'$
 $L=474.18'$
 $R=2000.00'$
 $CH \text{ Bearing}=S83^{\circ}51'06''E$
 $CH=473.07'$

Curve 18
 $\Delta=13^{\circ}35'03''$
 $D=02^{\circ}51'53''$
 $T=238.21'$
 $L=474.18'$
 $R=2000.00'$
 $CH \text{ Bearing}=S83^{\circ}51'06''E$
 $CH=473.07'$

Curve 19
 $\Delta=13^{\circ}35'03''$
 $D=02^{\circ}51'53''$
 $T=238.21'$
 $L=474.18'$
 $R=2000.00'$
 $CH \text{ Bearing}=S83^{\circ}51'06''E$
 $CH=473.07'$

Curve 20
 $\Delta=13^{\circ}35'03''$
 $D=02^{\circ}51'53''$
 $T=238.21'$
 $L=474.18'$
 $R=2000.00'$
 $CH \text{ Bearing}=S83^{\circ}51'06''E$
 $CH=473.07'$

Curve 21
 $\Delta=13^{\circ}35'03''$
 $D=02^{\circ}51'53''$
 $T=238.21'$
 $L=474.18'$
 $R=2000.00'$
 $CH \text{ Bearing}=S83^{\circ}51'06''E$
 $CH=473.07'$

Curve 22
 $\Delta=13^{\circ}35'03''$
 $D=02^{\circ}51'53''$
 $T=238.21'$
 $L=474.18'$
 $R=2000.00'$
 $CH \text{ Bearing}=S83^{\circ}51'06''E$
 $CH=473.07'$

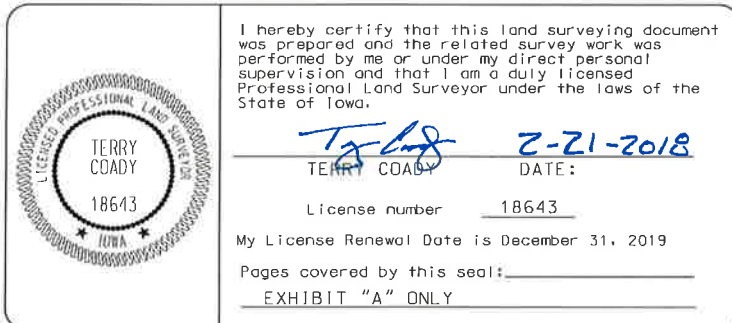
Curve 23
 $\Delta=13^{\circ}35'03''$
 $D=02^{\circ}51'53''$
 $T=238.21'$
 $L=474.18'$
 $R=2000.00'$
 $CH \text{ Bearing}=S83^{\circ}51'06''E$
 $CH=473.07'$

Curve 24
 $\Delta=13^{\circ}35'03''$
 $D=02^{\circ}51'53''$
 $T=238.21'$
 $L=474.18'$
 $R=2000.00'$
 $CH \text{ Bearing}=S83^{\circ}51'06''E$
 $CH=473.07'$

Curve 25
 $\Delta=13^{\circ}35'03''$
 $D=02^{\circ}51'53''$
 $T=238.21'$
 $L=474.18'$
 $R=2000.00'$
 $CH \text{ Bearing}=S83^{\circ}51'06''E$
 $CH=473.07'$

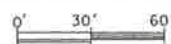
Curve 26
 $\Delta=13^{\circ}35'03''$
 $D=02^{\circ}51'53''$
 $T=238.21'$
 $L=474.18'$
 $R=2000.00'$
 $CH \text{ Bearing}=S83^{\circ}51'06''E$
 $CH=473.07'$

Curve 27
 $\Delta=13^{\circ}35'03''$
 $D=02^{\circ}51'53''$



CENTER OF
SECTION 11-89-14
FOUND 2-1/2" ALUM.
IDOT MONUMENT

- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- FOUND IDOT ALUM. CAP (UNLESS OTHERWISE NOTED)



SCALE 1" = 80'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 77

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

EASEMENT GRANTED FOR PUBLIC UTILITY DESCRIBED AS FOLLOWS:

A PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M. LOCATED IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 11, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M.; THENCE SOUTH 00°45'13" EAST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 11, A DISTANCE OF 1611.17 FEET; THENCE SOUTH 89°14'47" WEST, 33.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST FIRST STREET; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 33.00 FEET, WHOSE ARC LENGTH IS 28.16 FEET AND WHOSE CHORD BEARS SOUTH 66°18'33" EAST, 27.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 33.00 FEET, WHOSE ARC LENGTH IS 13.10 FEET AND WHOSE CHORD BEARS SOUTH 30°29'43" EAST, 13.01 FEET; THENCE NORTH 80°43'20" WEST, 20.71 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 65.00 FEET, WHOSE ARC LENGTH IS 19.80 FEET AND WHOSE CHORD BEARS NORTH 71°59'51" WEST, 19.72 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 35.00 FEET, WHOSE ARC LENGTH IS 12.03 FEET AND WHOSE CHORD BEARS NORTH 73°07'11" WEST, 11.97 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 2052.50 FEET, WHOSE ARC LENGTH IS 211.62 FEET AND WHOSE CHORD BEARS NORTH 80°00'48" WEST, 211.53 FEET; THENCE NORTH 77°03'34" WEST, 29.43 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF WEST FIRST STREET; THENCE NORTH 01°00'27" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 10.30 FEET; THENCE SOUTH 77°03'34" EAST, 31.91 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 2042.50 FEET, WHOSE ARC LENGTH IS 210.59 FEET AND WHOSE CHORD BEARS SOUTH 80°00'48" EAST, 210.50 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 45.00 FEET, WHOSE ARC LENGTH IS 15.47 FEET AND WHOSE CHORD BEARS SOUTH 73°07'11" EAST, 15.39 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 55.00 FEET, WHOSE ARC LENGTH IS 16.75 FEET AND WHOSE CHORD BEARS SOUTH 71°59'51" WEST, 16.69 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.07 AC. (2,909 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE EAST LINE OF THE NW 1/4 OF SECTION 11-89-14 ASSUMED TO BEAR SOUTH 00°45'13" EAST.

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: 1704-1710 W. 1st St. **County Tax Parcel No:** 8914-11-177-028
Parcel Number 77 **Project Name:** West 1st Street Cedar Falls IA 57 Reconstruction Project
Project Number STP-57-2(28)--2c-07

THIS AGREEMENT entered into this 19 **day of** NOV, 2018, **by and between Rinknation, Inc., d/b/a The Pita Pit, 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 Legal Description of Acquisition Area
See Attached Acquisition Plat
See Attached Temporary Easement Area(s)

and more particularly described on page(s) 4-8, 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: Farmers State Bank

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, Permanent and Temporary Easement as shown on the attached acquisition plat/temporary and permanent easement area 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: None Known

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.

Rinknation, Inc.

Mike Rink 11-19-18
Name/Title Date

Mike Rink CEO

For an acknowledgment in a representative capacity:

State of Iowa

County of Polk

This record was acknowledged before me on _____

Nov. 19, 2018 (Date) by _____

MIKE RINK

Name(s) of individual(s) as CEO

_____, (type of authority, such as officer or trustee)

of RINKNATION, INC.
(name of party on behalf of whom record was executed)

[Signature]
Signature of notarial officer

Brian Deprez

Printed name of notarial officer

9-1-2020

My commission expires



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.

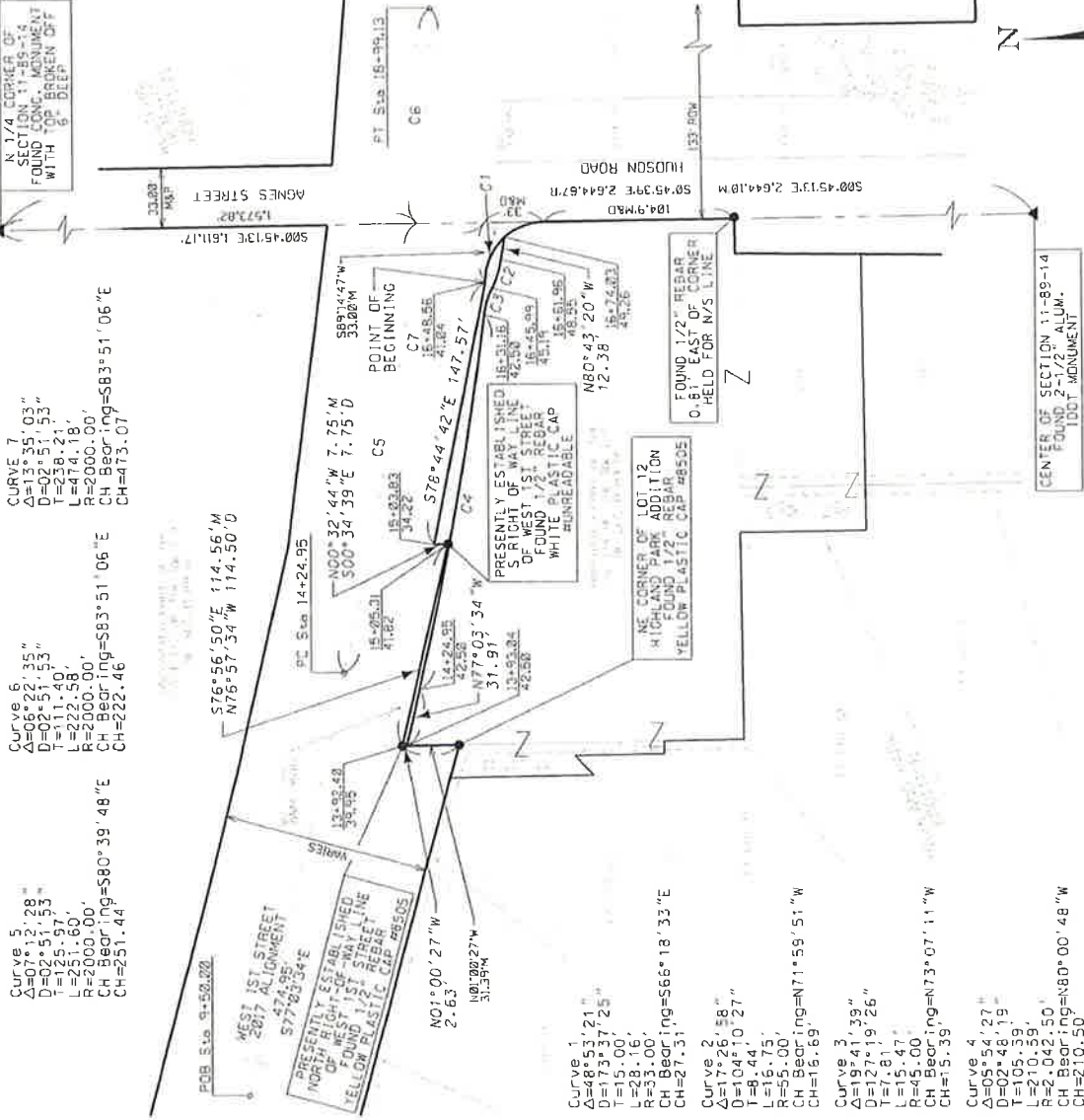
My Commission Expires: _____

Notary Public in and for the State of Iowa

IOWA DEPARTMENT OF TRANSPORTATION ACQUISITION PLAT EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. 77
PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 77
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
ROW-FEE 1,234 S.F. AC EXCESS-FEE AC
ACCESS RIGHTS ACQUIRED - STA STA MAIN LINE SIDE
ACCESS RIGHTS ACQUIRED - STA STA SIDE ROAD SIDE
ACQUIRED FROM FARMERS STATE BANK

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.

Tyler Cook
TYLER COOK
DATE: 2-18-2018
License number 18643
My License Renewal Date is December 31, 2019
Pages covered by this seal: EXHIBIT "A" ONLY

DATE REVISED

DATE DRAWN

JANUARY 29, 2018

SCALE

1" = 80'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 77

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 THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M. LOCATED IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 11, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M.; THENCE SOUTH 00°45'13" EAST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 11, A DISTANCE OF 1611.17 FEET; THENCE SOUTH 89°14'47" WEST, 33.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST FIRST STREET AND TO THE POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 33.00 FEET, WHOSE ARC LENGTH IS 28.16 FEET AND WHOSE CHORD BEARS SOUTH 66°18'33" EAST, 27.31 FEET; THENCE NORTH 80°43'20" WEST, 12.38 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 55.00 FEET, WHOSE ARC LENGTH IS 16.75 FEET AND WHOSE CHORD BEARS NORTH 71°59'51" WEST, 16.69 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 45.00 FEET, WHOSE ARC LENGTH IS 15.47 FEET AND WHOSE CHORD BEARS NORTH 73°07'11" WEST, 15.39 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 2042.50 FEET, WHOSE ARC LENGTH IS 210.59 FEET AND WHOSE CHORD BEARS NORTH 80°00'48" WEST, 210.50 FEET; THENCE NORTH 77°03'34" WEST, 31.91 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF WEST FIRST STREET; THENCE NORTH 01°00'27" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 2.63 FEET; THENCE SOUTH 76°56'50" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 114.56 FEET; THENCE NORTH 00°32'44" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 7.75 FEET; THENCE SOUTH 78°44'42" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 147.57 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.03 AC. (1,234 S.F.)

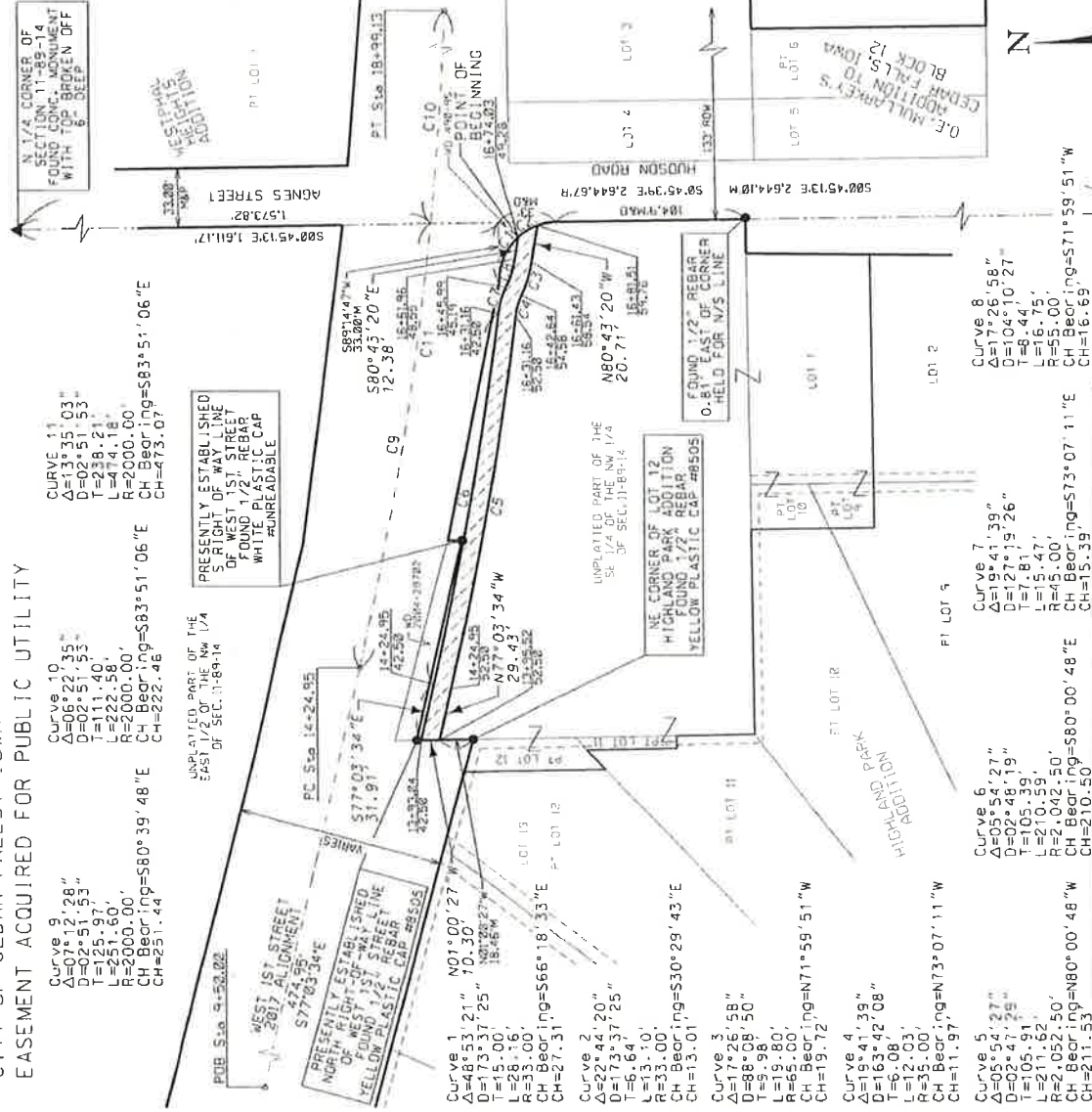
PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE EAST LINE OF THE NW 1/4 OF SECTION 11-89-14 ASSUMED TO BEAR SOUTH 00°45'13" EAST.

EXHIBIT "A"

EXHIBIT "A"

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.

TECH COORD: 8/28 DATE: 8102-12-2

License number 18643

My License Renewal Date is December 31, 2019

Pages covered by this seal:

EXHIBIT "A" CONTINUED

▲ FOUND SECTION CORNER

FOUND RIGHT OF
WAY RAIL

● FOUND IDOT ALUM. CAP
(UNLESS OTHERWISE NOTED)

DATE REVISED

FEBRUARY 21, 2018

DATE DRAWN

JANUARY 29, 2018

SCALE

 $1^{\circ} = 80'$

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 77

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

EASEMENT GRANTED FOR PUBLIC UTILITY DESCRIBED AS FOLLOWS:

A PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M. LOCATED IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 11, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M.; THENCE SOUTH 00°45'13" EAST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 11, A DISTANCE OF 1611.17 FEET; THENCE SOUTH 89°14'47" WEST, 33.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST FIRST STREET; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 33.00 FEET, WHOSE ARC LENGTH IS 28.16 FEET AND WHOSE CHORD BEARS SOUTH 66°18'33" EAST, 27.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 33.00 FEET, WHOSE ARC LENGTH IS 13.10 FEET AND WHOSE CHORD BEARS SOUTH 30°29'43" EAST, 13.01 FEET; THENCE NORTH 80°43'20" WEST, 20.71 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 65.00 FEET, WHOSE ARC LENGTH IS 19.80 FEET AND WHOSE CHORD BEARS NORTH 71°59'51" WEST, 19.72 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 35.00 FEET, WHOSE ARC LENGTH IS 12.03 FEET AND WHOSE CHORD BEARS NORTH 73°07'11" WEST, 11.97 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 2052.50 FEET, WHOSE ARC LENGTH IS 211.62 FEET AND WHOSE CHORD BEARS NORTH 80°00'48" WEST, 211.53 FEET; THENCE NORTH 77°03'34" WEST, 29.43 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF WEST FIRST STREET; THENCE NORTH 01°00'27" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 10.30 FEET; THENCE SOUTH 77°03'34" EAST, 31.91 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 2042.50 FEET, WHOSE ARC LENGTH IS 210.59 FEET AND WHOSE CHORD BEARS SOUTH 80°00'48" EAST, 210.50 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 45.00 FEET, WHOSE ARC LENGTH IS 15.47 FEET AND WHOSE CHORD BEARS SOUTH 73°07'11" EAST, 15.39 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 55.00 FEET, WHOSE ARC LENGTH IS 16.75 FEET AND WHOSE CHORD BEARS SOUTH 71°59'51" WEST, 16.69 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.07 AC. (2,909 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE EAST LINE OF THE NW 1/4 OF SECTION 11-89-14 ASSUMED TO BEAR SOUTH 00°45'13" EAST.

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: 1704-1710 W. 1st St. **County Tax Parcel No:** 8914-11-177-028
Parcel Number 77 **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 CRIC, LTD, d/b/a Cost Cutters, 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 Legal Description of Acquisition Area
See Attached Acquisition Plat
See Attached Temporary Easement Area(s)

and more particularly described on page(s) 4-8, 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: Farmers State Bank
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, Permanent and Temporary Easement as shown on the attached acquisition plat/temporary and permanent easement area 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: None Known

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.

CRIC, LTD

[Signature] 11-20-18
Name/Title Date

Name/Title Date

For an acknowledgment in a representative capacity:

State of Iowa

County of Linn

This record was acknowledged before me on November 20, 2018

(Date) by _____

Mark Erano

Name(s) of individual(s) as Owner

(type of authority, such as officer or trustee)

of CRIC, LTD.

(name of party on behalf of whom record was executed)

[Signature]
Signature of notarial officer

Holly L. Fitzgerald

Printed name of notarial officer

December 29, 2019

My commission expires



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.

My Commission Expires:

Notary Public in and for the State of Iowa

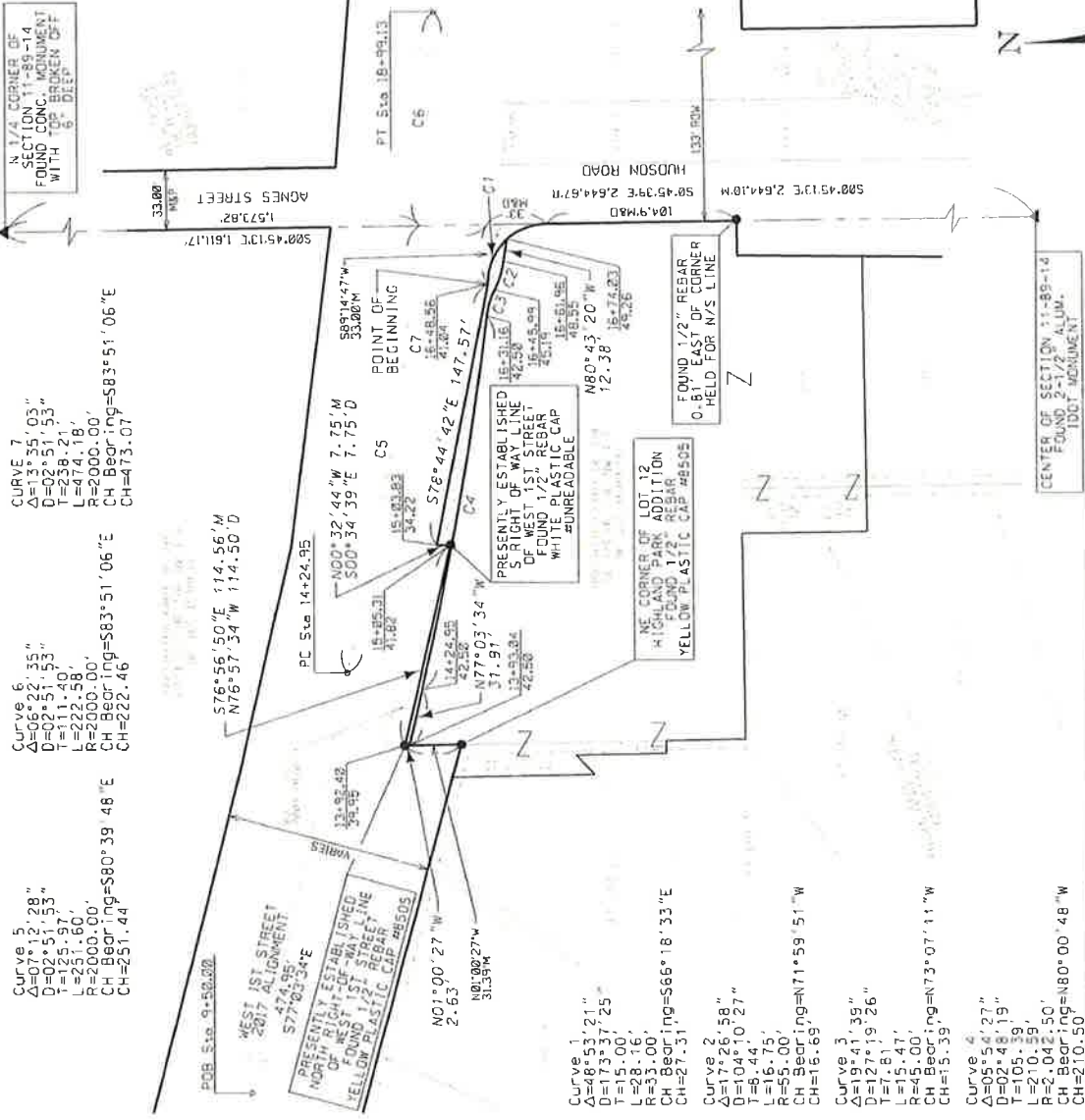
IOWA DEPARTMENT OF TRANSPORTATION

ACQUISITION PLAT

EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. 77
 PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 77
 SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
 ROW-FEE 1,234 S.F. X EASE AC EXCESS-FEE AC
 ACCESS RIGHTS ACQUIRED - STA STA MAIN LINE SIDE
 ACCESS RIGHTS ACQUIRED - STA STA SIDE ROAD SIDE
 ACQUIRED FROM FARMERS STATE BANK

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.

Tyler Coats 2-18-2018
 TERRY COATS DATE: 2-18-2018
 License number 18643
 My License Renewal Date is December 31, 2019
 Pages covered by this seal: 1
 EXHIBIT "A" ONLY

DATE REVISED _____
 DATE DRAWN JANUARY 29, 2018
 SCALE 1" = 80'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 77

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 THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M. LOCATED IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 11, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M.; THENCE SOUTH 00°45'13" EAST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 11, A DISTANCE OF 1611.17 FEET; THENCE SOUTH 89°14'47" WEST, 33.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST FIRST STREET AND TO THE POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 33.00 FEET, WHOSE ARC LENGTH IS 28.16 FEET AND WHOSE CHORD BEARS SOUTH 66°18'33" EAST, 27.31 FEET; THENCE NORTH 80°43'20" WEST, 12.38 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 55.00 FEET, WHOSE ARC LENGTH IS 16.75 FEET AND WHOSE CHORD BEARS NORTH 71°59'51" WEST, 16.69 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 45.00 FEET, WHOSE ARC LENGTH IS 15.47 FEET AND WHOSE CHORD BEARS NORTH 73°07'11" WEST, 15.39 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 2042.50 FEET, WHOSE ARC LENGTH IS 210.59 FEET AND WHOSE CHORD BEARS NORTH 80°00'48" WEST, 210.50 FEET; THENCE NORTH 77°03'34" WEST, 31.91 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF WEST FIRST STREET; THENCE NORTH 01°00'27" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 2.63 FEET; THENCE SOUTH 76°56'50" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 114.56 FEET; THENCE NORTH 00°32'44" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 7.75 FEET; THENCE SOUTH 78°44'42" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 147.57 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.03 AC. (1,234 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

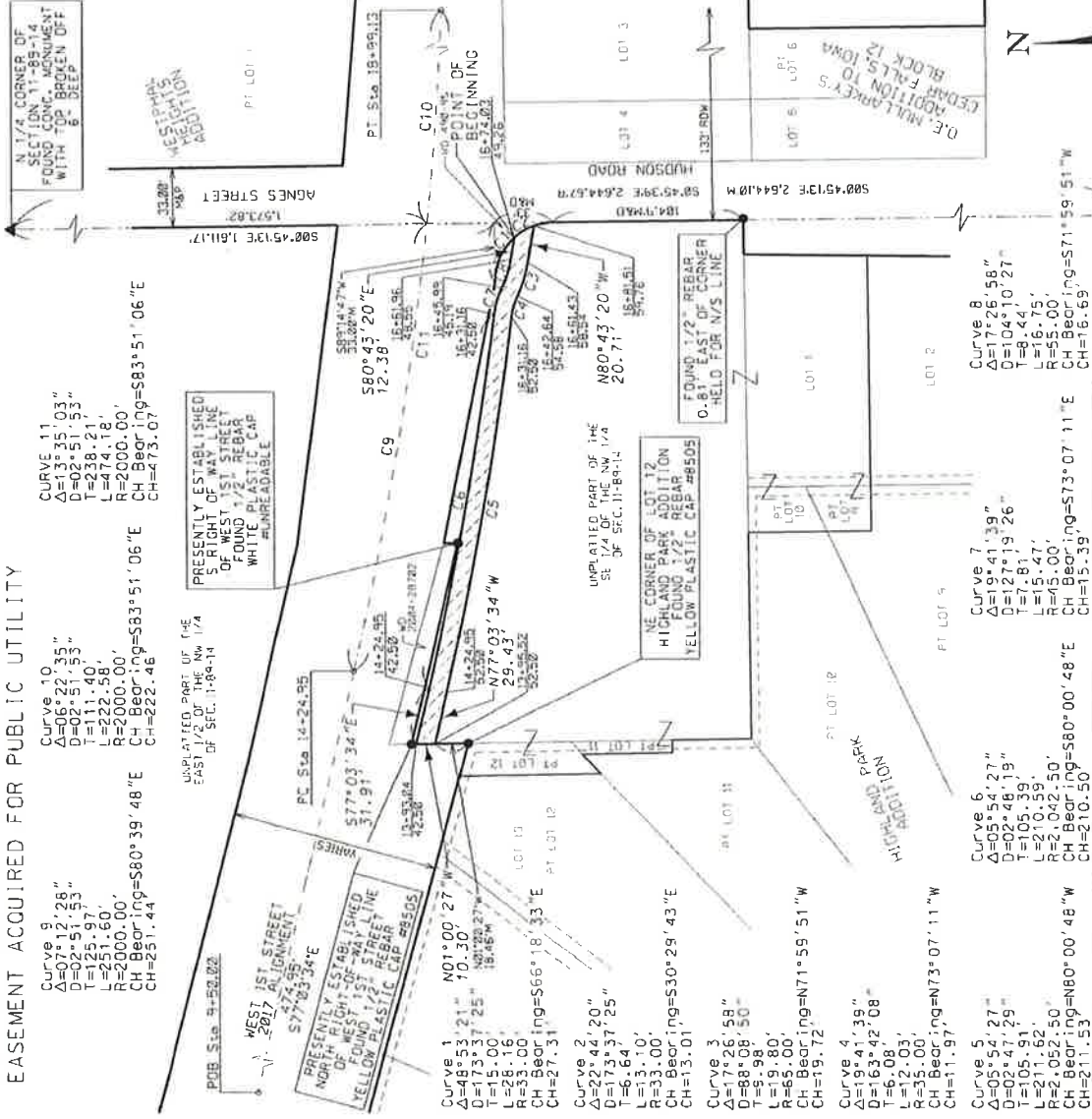
NOTE:

THE EAST LINE OF THE NW 1/4 OF SECTION 11-89-14 ASSUMED TO BEAR SOUTH 00°45'13" EAST.

IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT
EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. 77
PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 14 WEST
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
ROW-FEE AC. EASE 2,909 S.F. AC EXCESS-FEE AC
ACCESS RIGHTS ACQUIRED - STA STA MAIN LINE SIDE
ACCESS RIGHTS ACQUIRED - STA STA SIDE ROAD SIDE
ACQUIRED FROM FARMERS STATE BANK

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.

TERY COADY
DATE: 2-21-2018
License number: 18643
My License Renewal Date is December 31, 2019
Pages covered by this seal: 1
EXHIBIT "A" ONLY

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 77

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

EASEMENT GRANTED FOR PUBLIC UTILITY DESCRIBED AS FOLLOWS:

A PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M. LOCATED IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

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PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

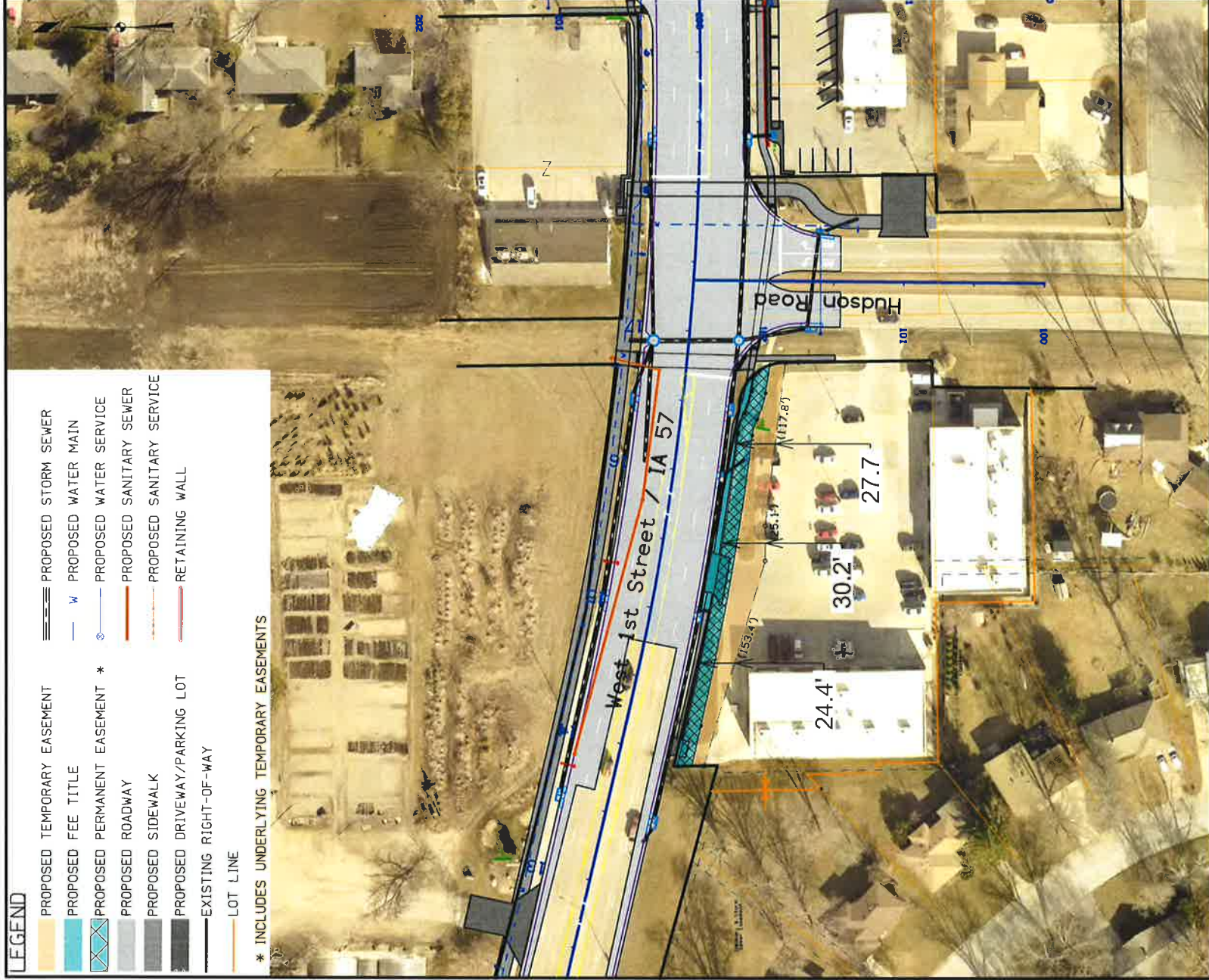
NOTE:

THE EAST LINE OF THE NW 1/4 OF SECTION 11-89-14 ASSUMED TO BEAR SOUTH 00°45'13" 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
- 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 77 - FARMERS STATE BANK

SCALE: 1"= 100'



S SNYDER
& ASSOCIATES

DATE: 02/08/2018

PROJECT #:
STP-57-2(28)--2G-07

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: 1704-1710 W. 1st St. **County Tax Parcel No:** 8914-11-177-028
Parcel Number 77 **Project Name:** West 1st Street Cedar Falls IA 57 Reconstruction Project
Project Number STP-57-2(28)-2c-07

THIS AGREEMENT entered into this 10th **day of** December **2018, by and between Breezy 1, LLC**
d/b/a Caribbean Tan & Spa, 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 Legal Description of Acquisition Area

See Attached Acquisition Plat

See Attached Temporary Easement Area(s)

and more particularly described on page(s) 4-8, 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: Farmers State Bank

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, Permanent and Temporary Easement as shown on the attached acquisition plat/temporary and permanent easement area 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: None Known

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.

Breezy 1, LLC

<u>Dianne Laitin</u>	<u>12/10/18</u>
Name/Title	Date
<u>Manager/Owner</u>	

	<u></u>
Name	Date

For an acknowledgment in a representative capacity:

State of Iowa

County of Black Hawk

This record was acknowledged before me on December
10, 2018 (Date) by

Dianne Laitin
Name(s) of individual(s) as Manager/Owner
(type of authority, such as officer or trustee)

of Breezy 1 LLC
(name of party on behalf of whom record was executed).
A Becker
Signature of notarial officer

Amanda Becker
Printed name of notarial officer
5-13-19
My commission expires



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.

My Commission Expires:

Notary Public in and for the State of Iowa

CITY OF CEDAR FALLS TENANT PURCHASE AGREEMENT

Property Address: 1704-1710 W. 1st St. **County Tax Parcel No:** 8914-11-177-028
Parcel Number 77 **Project Name:** West 1st Street Cedar Falls IA 57 Reconstruction Project
Project Number STP-57-2(28)--2c-07

THIS AGREEMENT entered into this 14 day of Dec, 2018, by and between Accelerated Health Systems, LLC d/b/a Athletico Physical Therapy, "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 Legal Description of Acquisition Area

See Attached Acquisition Plat

See Attached Temporary Easement Area(s)

and more particularly described on page(s) 4-8, and all improvements of whatever type situated on the premises. For the avoidance of doubt, the "Premises" shall not include Seller's rights in or to the physical building located at 1710 W. 1st Street, Suite D & E, Cedar Falls, Iowa.

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 Farmers State Bank and has rights to the Premises under that certain Lease Agreement, dated June 18, 2008 between Seller and Farmers State Bank, as the same has been amended from time to time. Nothing herein shall be construed as amending such Lease Agreement.
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, Permanent and Temporary Easement as shown on the attached acquisition plat/temporary and permanent easement area 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 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:

None Known

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.

**Accelerated Health Systems, LLC
d/b/a Athletico Physical Therapy**


Tom Beardsley, Vice President Date 12/14/18

For an acknowledgment in a representative capacity:

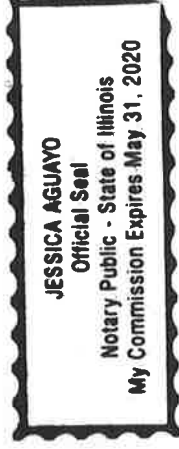
State of Illinois
County of DuPage

This record was acknowledged before me on December 10, 2018_(Date) by Tom Beardsley, Vice President of Business Development of Accelerated Health Systems, LLC d/b/a Athletico Physical Therapy.


Signature of notarial officer


Printed name of notarial officer

May 31, 2020
My commission expires



BUYER'S APPROVAL

By: James P. Brown, Mayor (date)

By: Jacqueline Danielson, 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 Danielson, MMC, City Clerk, of the City of Cedar Falls, Iowa.

My Commission Expires:

Notary Public in and for the State of Iowa

COUNTY - _____
STATE CONTROL NO. _____

PROJECT NO. _____
PARCEL NO. 77

SECTION _____ 11 _____ TOWNSHIP _____ 89 NORTH _____ RANGE _____ 14 WEST _____
ROW-FEE _____ $\frac{1}{2}$ - 34' _____) C . EASE _____ AC EXCESS-FEE _____ AC _____
ACCESS RIGHTS ACQUIRED STA _____ STA _____ MAIN L1NE _____ SIOE _____
ACCESS RIGHTS ACQUIRED STA _____ STA _____ SIDE ROAD _____ SIDE _____
ACQUIRED FROM FARMERS STATE BANK

Curve 5
 =07'12".28"
 0=02"51'.53"
 T=125.97'
 L=251.60'
 R=2000.00'

=

Curve 6
 =06'22".35"
 0=02"51'.53"
 T=111.40'
 L=222.58'
 R=2000.00'

CH Bear In=J-Sa39'48"E
 CH=251.44

CH Bear In=Sa33'51'06"E
 CH=222.46



192

nse nurroer 18643

My License Renewal Date is December 31, 2019

PoQes covered by this seal:-----

EXHIBIT NA" ONLY

4 FOUND SECT' ON
CORNER

• FOUND RIGHT OF
WAY RAIL

• FOUND !DOT ALUM. CAP
(UNLESS OTHERWISE NOTED!



DATE REVISED

DATE DRAWN JANUARY 29,2018

SCALE

1" = 80'

DESCRIPTION OF ATIACHED PLAT FOR PARCEL NO. 77

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 THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M. LOCATED IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 11, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M.; THENCE SOUTH 00°45'13" EAST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 11, A DISTANCE OF 1611.17 FEET; THENCE SOUTH 89°14'47" WEST, 33.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST FIRST STREET AND TO THE POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 33.00 FEET, WHOSE ARC LENGTH IS 28.16 FEET AND WHOSE CHORD BEARS SOUTH 66°18'33" EAST, 27.31 FEET; THENCE NORTH 80°43'20" WEST, 12.38 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 55.00 FEET, WHOSE ARC LENGTH IS 16.75 FEET AND WHOSE CHORD BEARS NORTH 7°59'51" WEST, 16.69 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 45.00 FEET, WHOSE ARC LENGTH IS 15.47 FEET AND WHOSE CHORD BEARS NORTH 73°07'11" WEST, 15.39 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 2042.50 FEET, WHOSE ARC LENGTH IS 210.59 FEET AND WHOSE CHORD BEARS NORTH 80°00'48" WEST, 210.50 FEET; THENCE NORTH 7°03'34" WEST, 31.91 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF WEST FIRST STREET; THENCE NORTH 01°00'27" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 2.63 FEET; THENCE SOUTH 76°56'50" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 114.56 FEET; THENCE NORTH 00°32'44" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 7.75 FEET; THENCE SOUTH 78°44'42" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 147.57 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.03 AC. (1,234 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE EAST LINE OF THE NW 1/4 OF SECTION 11-89-14 ASSUMED TO BEAR SOUTH 00°45'13" EAST.

IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT

EXHIBIT UAU

COUNTY BLACK HAWK STATE CONTROL NO. _____

PROJECT NO. STP-57-2<28I--2C-07 PARCEL NO. 77

SECTION 11 TOWNSHIP 89 NORTH RANGE 1E
ROW-FEE 0.00 EASE 2,909 S.F. AC EXCESS-FEE AC

ACCESS RIGHTS ACQUIRED- STA _____ STA _____ MAIN LINE _____ SIDE _____
ACCESS RIGHTS ACQUIRED STA _____ STA _____ SIDE ROAD _____ SIDE _____
ACQUIRED FROM FARMERS STATE BANK

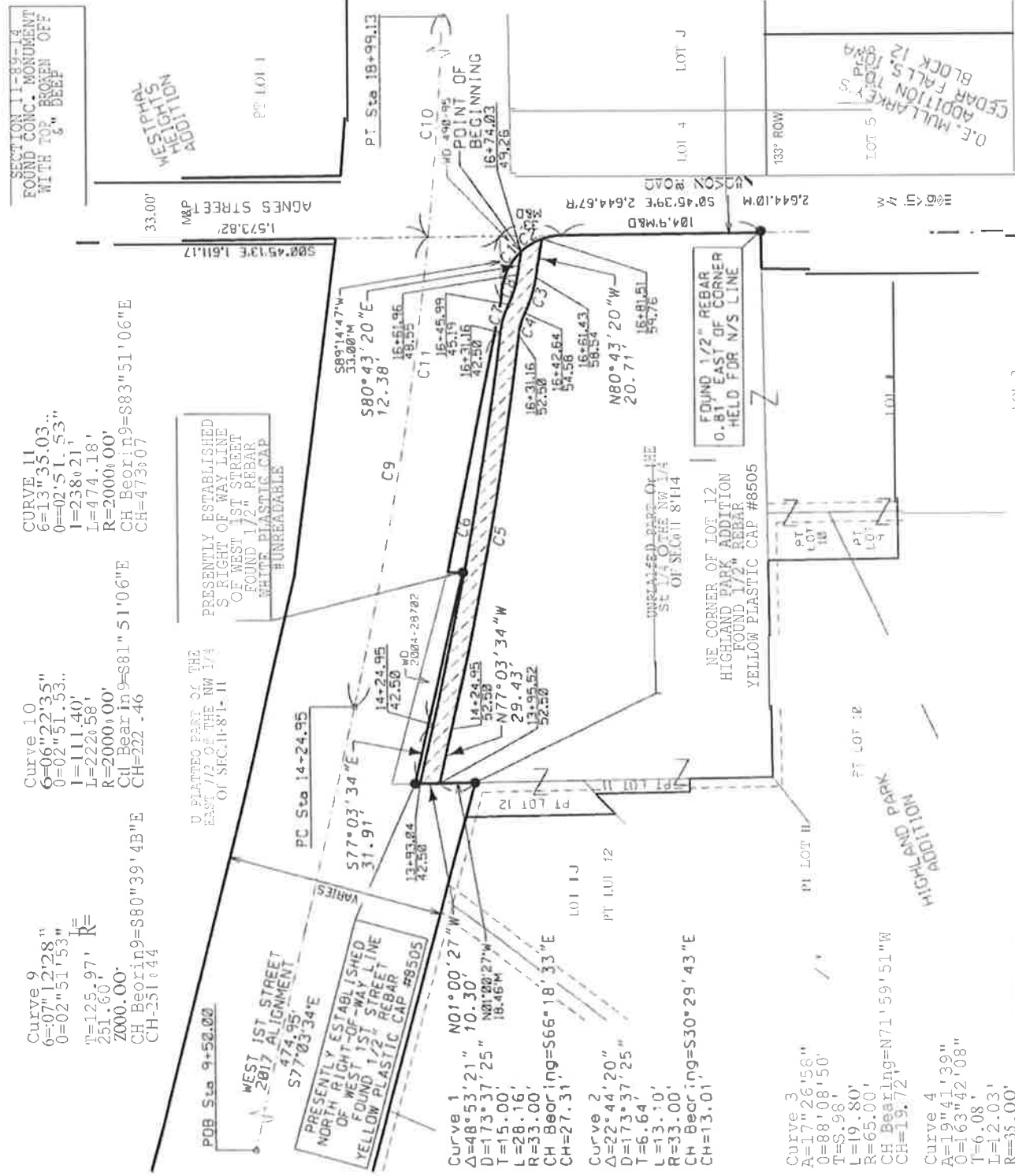
CITY OF CEDAR FALLS, IOWA
EASEMENT ACQUIRED FOR PUBLIC UTILITY

Curve 9
6=07"12'28"
0=02"51'53"
L=111.40'
T=125.97'
R=251.60'
CH=200.00'
CH Bearing=S80°39'43"E
CH=251.44'

Curve 11
6=13"35.03"
0=02"51'53"
L=238.21'
T=474.18'
R=2000.00'
CH Bearing=S83°51'06"E
CH=473.07'

Curve 10
6=06"22'35"
0=02"51'53"
L=111.40'
T=224.58'
R=2000.00'
CH Bearing=S81°51'06"E
CH=222.46'

N 1/4 CORNER OF



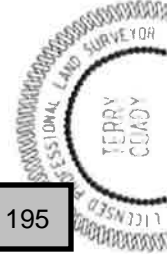
CH Bearing=N80°00'48"W
CH=211.53

CH Bearing=S80°00'48"E
CH=210.50

CH Bearing=573°07'11"E
CH=15.39'

CH Bearing=S71°59'51"W
CH=16.69'

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
Z-ZI-Zo/8
DATE:

My License Renewal Date is December 31, 2019

Pages covered by this seal, 0
EXHIBIT nAn ONLY

CENTER OF
SECTION 11-89-14
FOUND 2-112" ALUM.
FOOT MONUMENT

• FOUND SECTION
CORNER

• FOUND RIGHT OF
WAY RAIL

• FOUND FOOT ALUM. CAP
<UNLESS OTHERWISE NOTED>

30' 60'

DATE REVISED FEBRUARY 21, 2018

DATE DRAWN JANUARY 29, 2018

SCALE 1"= 80'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 77

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)-2C-07

EASEMENT GRANTED FOR PUBLIC UTILITY DESCRIBED AS FOLLOWS:

A PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M. LOCATED IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 11, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M.; THENCE SOUTH 00°45'13" EAST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 11, A DISTANCE OF 1611.17 FEET; THENCE SOUTH 89°14'47" WEST, 33.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST FIRST STREET; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 33.00 FEET, WHOSE ARC LENGTH IS 28.16 FEET AND WHOSE CHORD BEARS SOUTH 66°18'33" EAST, 27.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 33.00 FEET, WHOSE ARC LENGTH IS 13.10 FEET AND WHOSE CHORD BEARS SOUTH 30°29'43" EAST, 13.01 FEET; THENCE NORTH 80°43'20" WEST, 20.71 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 65.00 FEET, WHOSE ARC LENGTH IS 19.80 FEET AND WHOSE CHORD BEARS NORTH 71°59'51" WEST, 19.72 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 35.00 FEET, WHOSE ARC LENGTH IS 12.03 FEET AND WHOSE CHORD BEARS NORTH 73°07'11" WEST, 11.97 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 2052.50 FEET, WHOSE ARC LENGTH IS 211.62 FEET AND WHOSE CHORD BEARS NORTH 80°00'48" WEST, 211.53 FEET; THENCE NORTH 77°03'34" WEST, 29.43 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF WEST FIRST STREET; THENCE NORTH 01°00'27" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 10.30 FEET; THENCE SOUTH 7°03'34" EAST, 31.91 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 2042.50 FEET, WHOSE ARC LENGTH IS 210.59 FEET AND WHOSE CHORD BEARS SOUTH 80°00'48" EAST, 210.50 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 45.00 FEET, WHOSE ARC LENGTH IS 15.47 FEET AND WHOSE CHORD BEARS SOUTH 73°07'11" EAST, 15.39 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 55.00 FEET, WHOSE ARC LENGTH IS 16.75 FEET AND WHOSE CHORD BEARS SOUTH 71°59'51" WEST, 16.69 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.07 AC. (2.909 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

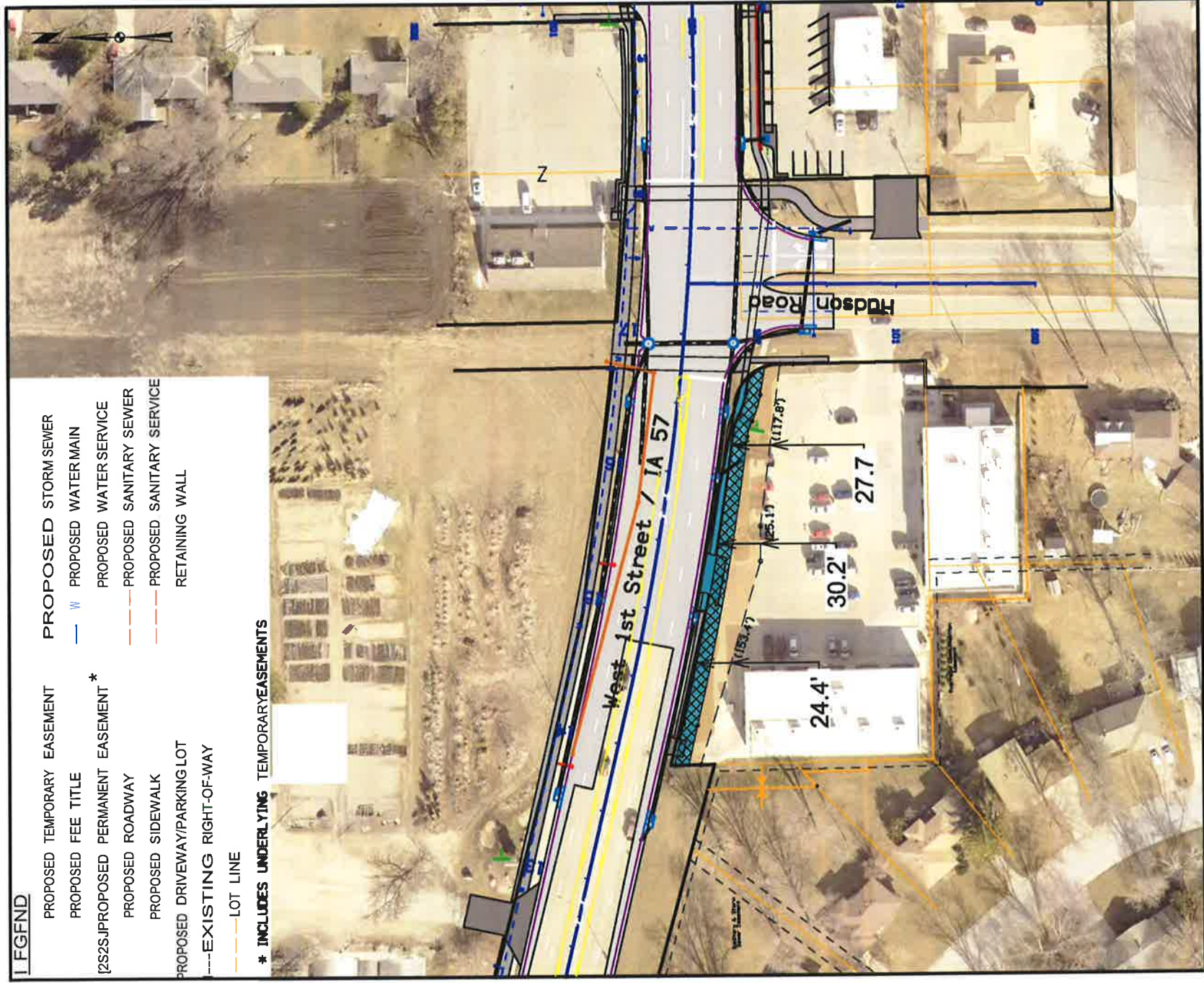
NOTE:

THE EAST LINE OF THE NW 1/4 OF SECTION 11-89-14 ASSUMED TO BEAR SOUTH 00°45'13" EAST.

1 FGFND

- | | |
|--------------------------------------|-------------------------------|
| PROPOSED TEMPORARY EASEMENT | PROPOSED STORM SEWER |
| PROPOSED FEE TITLE | — W — PROPOSED WATER MAIN |
| (2S2S) 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 77- FARMERS STATE BANK

SCALE: 1"= 100'

DATE:

198



SNYDER
& ASSOCIATES

PROJECT#:

02/08/2018

STP-57-2(20)-20-07

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: 1704-1710 W. 1st St. **County Tax Parcel No:** 8914-11-177-028
Parcel Number 77 **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 SP Nails and Spa Group, LLC, 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 Legal Description of Acquisition Area
See Attached Acquisition Plat
See Attached Temporary Easement Area(s)

- and more particularly described on page(s) 4-8, 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: Farmers State Bank
 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, Permanent and Temporary Easement as shown on the attached acquisition plat/temporary and permanent easement area 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: _____

None Known

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.

SP Nails and Spa Group, LLC

<u>Michelle Potter</u>	<u>owner SHW18</u>	<u>Michelle Potter</u>	<u>SHW18</u>
Name/Title	Date	Name/Title	Date

For an acknowledgment in a representative capacity:

State of IOWA
County of BLACK HAWK

This record was acknowledged before me on _____

Nov 6, 2018 (Date) by _____

MICHAEL POTTER, owner

Name(s) of individual(s) as owner

_____ (type of authority, such as officer or trustee)

of SPN NAILS AND SPA GROUP, LLC
(name of party on behalf of whom record was executed)

Signature of notarial officer _____

Brian Deprez

Printed name of notarial officer

9-1-2020

My commission expires



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.

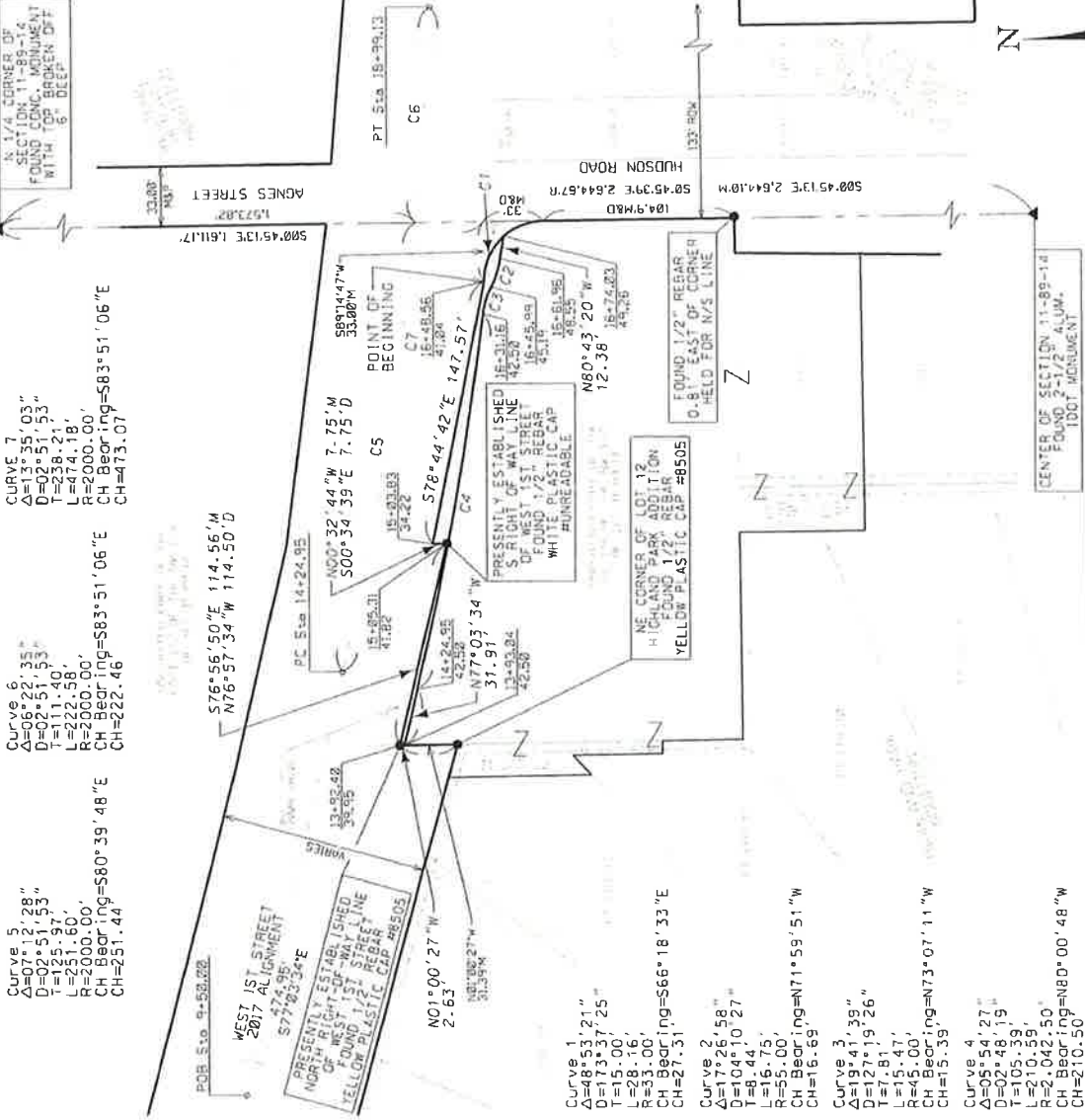
My Commission Expires:

Notary Public in and for the State of Iowa

IOWA DEPARTMENT OF TRANSPORTATION ACQUISITION PLAT EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. 77
PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 77
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
ROW-FEE 1.234 S.F. AC. EXCESS-FEE AC
ACCESS RIGHTS ACQUIRED - STA STA MAIN LINE SIDE
ACCESS RIGHTS ACQUIRED - STA STA SIDE ROAD SIDE
ACQUIRED FROM FARMERS STATE BANK

CITY OF CEDAR FALLS, IOWA



I hereby certify that this land surveying document was prepared and the related data was prepared 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 Coats
TERRY COATS
DATE: 2-18-2018

License number 18643
My License Renewal Date is December 31, 2019
Pages covered by this set: 1
EXHIBIT "A" ONLY

- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- FOUND 1/2" ALUM. CAP (UNLESS OTHERWISE NOTED)



DATE REVISED _____ SCALE 1" = 80'
DATE DRAWN JANUARY 29, 2018

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 77

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 THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M. LOCATED IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

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PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

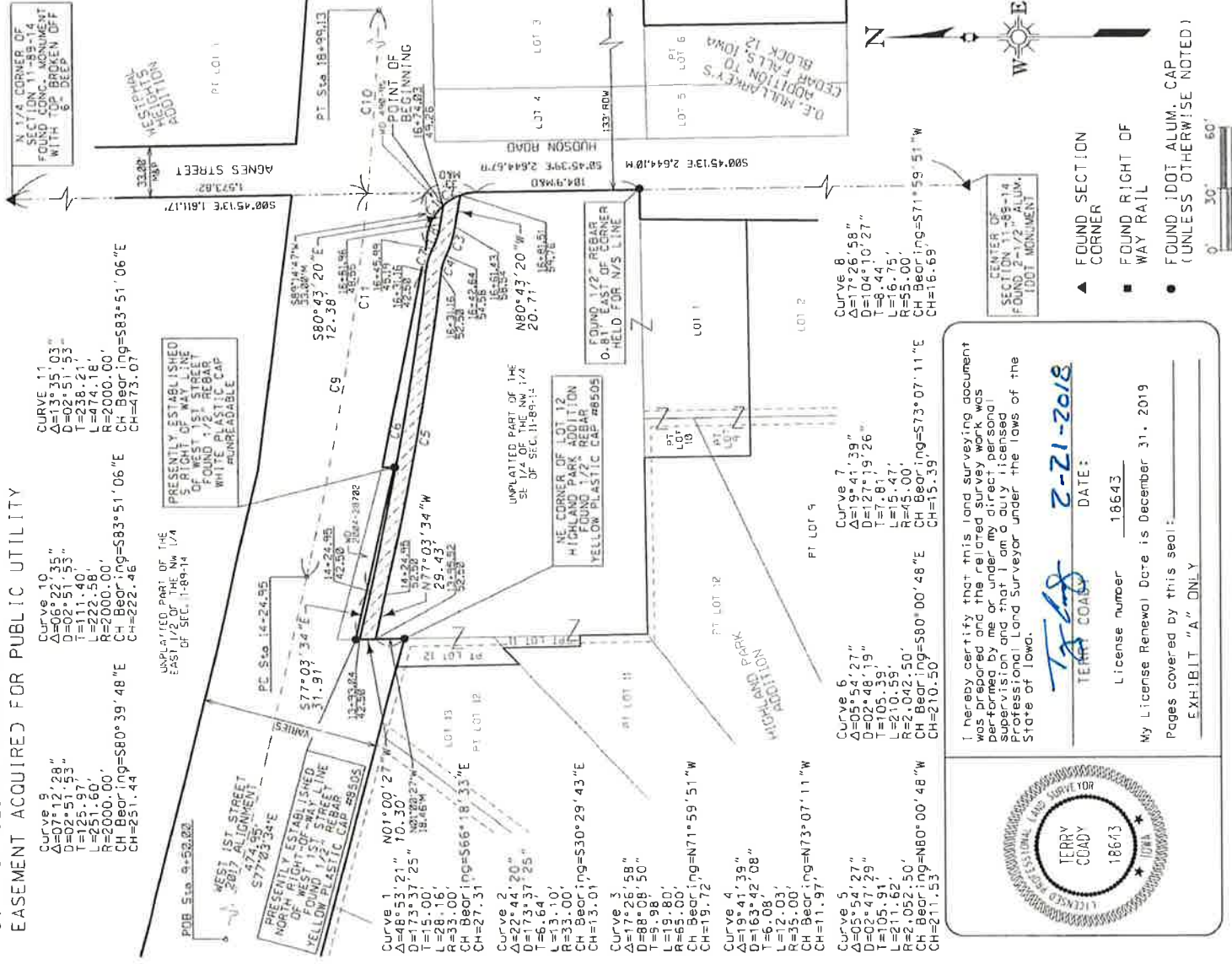
NOTE:

THE EAST LINE OF THE NW 1/4 OF SECTION 11-89-14 ASSUMED TO BEAR SOUTH 00°45'13" EAST.

EXHIBIT "A"

ROW-FEE _____ ~~X~~ EASE _____ 2,909 S.F. _____ AC EXCESS-FEE _____ AC _____ SIDE
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ MAIN LINE _____ SIDE
ACCESS RIGHTS ACQUIRED - STA _____ STA _____ SIDE ROAD _____ SIDE
ACQUIRED FROM FARMERS STATE BANK

EASEMENT ACQUIRED FOR PUBLIC UTILITY



DATE REVISED FEBRUARY 21, 2018

DATE DRAWN

SCALE

 $1'' = 80'$

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 77

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

EASEMENT GRANTED FOR PUBLIC UTILITY DESCRIBED AS FOLLOWS:

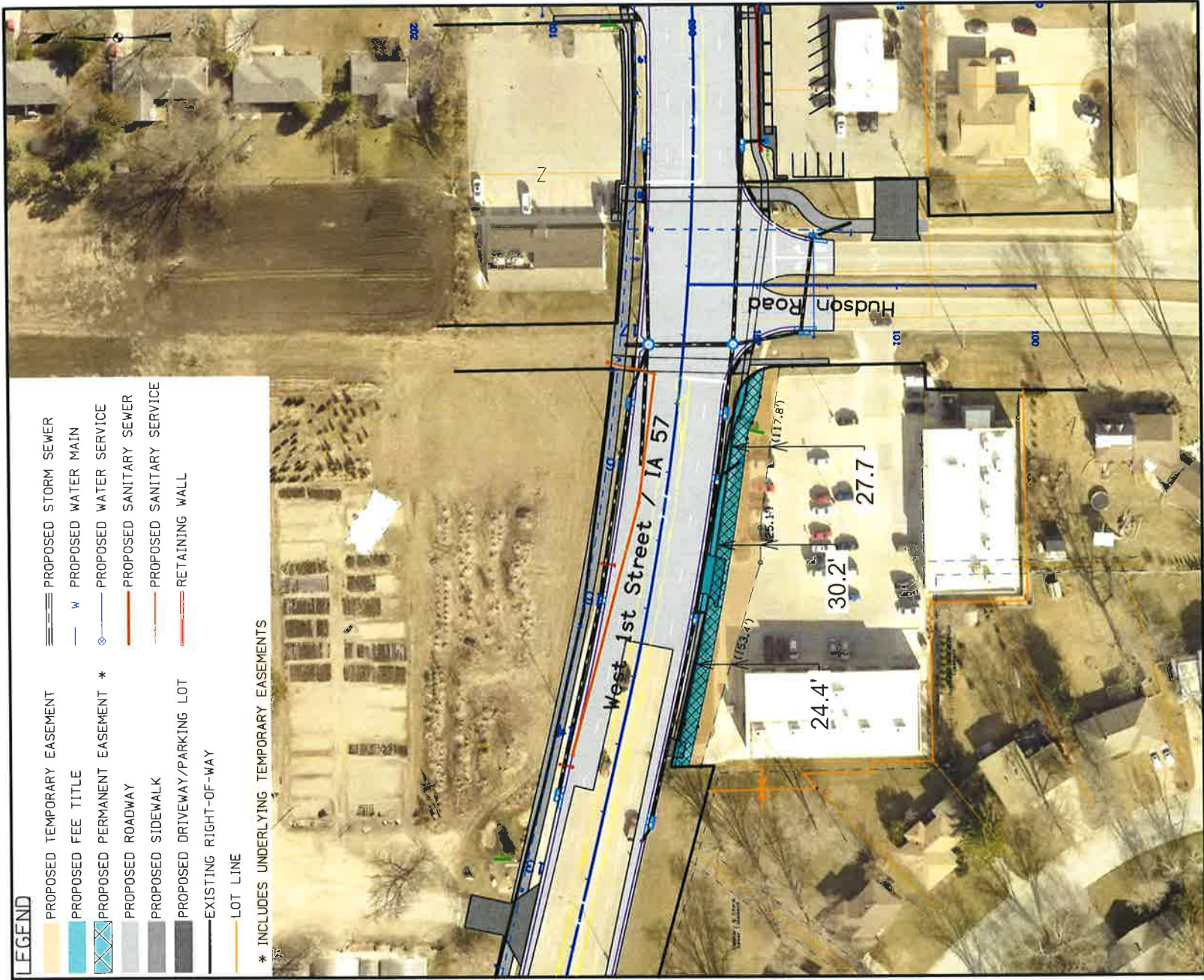
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PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

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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

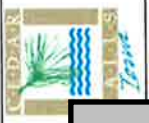
PROPOSED SANITARY SEWER

PROPOSED SANITARY SERVICE

RETAINING WALL

* INCLUDES UNDERLYING TEMPORARY EASEMENTS

PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION
 PARCEL 77 - FARMERS STATE BANK



SNYDER & ASSOCIATES

SCALE: 1"= 100'

DATE: 02/08/2018

PROJECT #:
STP-57-2(28)--2G-07

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: 1704-1710 W. 1st St. **County Tax Parcel No:** 8914-11-177-028
Parcel Number 77 **Project Name:** West 1st Street Cedar Falls IA 57 Reconstruction Project
Project Number STP-57-2(28)--2c-07

THIS AGREEMENT entered into this 28th day of December, 2018, by and between Northland Hearing Centers, Inc., 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 Legal Description of Acquisition Area

See Attached Acquisition Plat

See Attached Temporary Easement Area(s)

and more particularly described on page(s) 4-8, 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: Farmers State Bank

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, Permanent and Temporary Easement as shown on the attached acquisition plat/temporary and permanent easement area 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: _____

None Known

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.

Northland Hearing Centers, Inc.

Margaret A. Crowe of Northland Hearing
Name/Title Ret. Facilities Date 12/23/18

Name/Title Date

For an acknowledgment in a representative capacity:

State of Minnesota
County of Kenosha

This record was acknowledged before me on _____

December 28, 2018 (Date) by _____

Ted Williford

Name(s) of individual(s) as Director of Retail Facilities
and Real Estate (type of authority, such as officer or trustee)

of Northland Hearing
(name of party on behalf of whom record was executed)

Margaret A. Crowe
Signature of notarial officer

Margaret Crowe
Printed name of notarial officer

January 31 2020
My commission expires



BUYER'S APPROVAL

By: James P. Brown, Mayor (date)

By: Jacqueline Danielsens, 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 Danielsens, MMC, City Clerk, of the City of Cedar Falls, Iowa.

My Commission Expires:

Notary Public in and for the State of Iowa

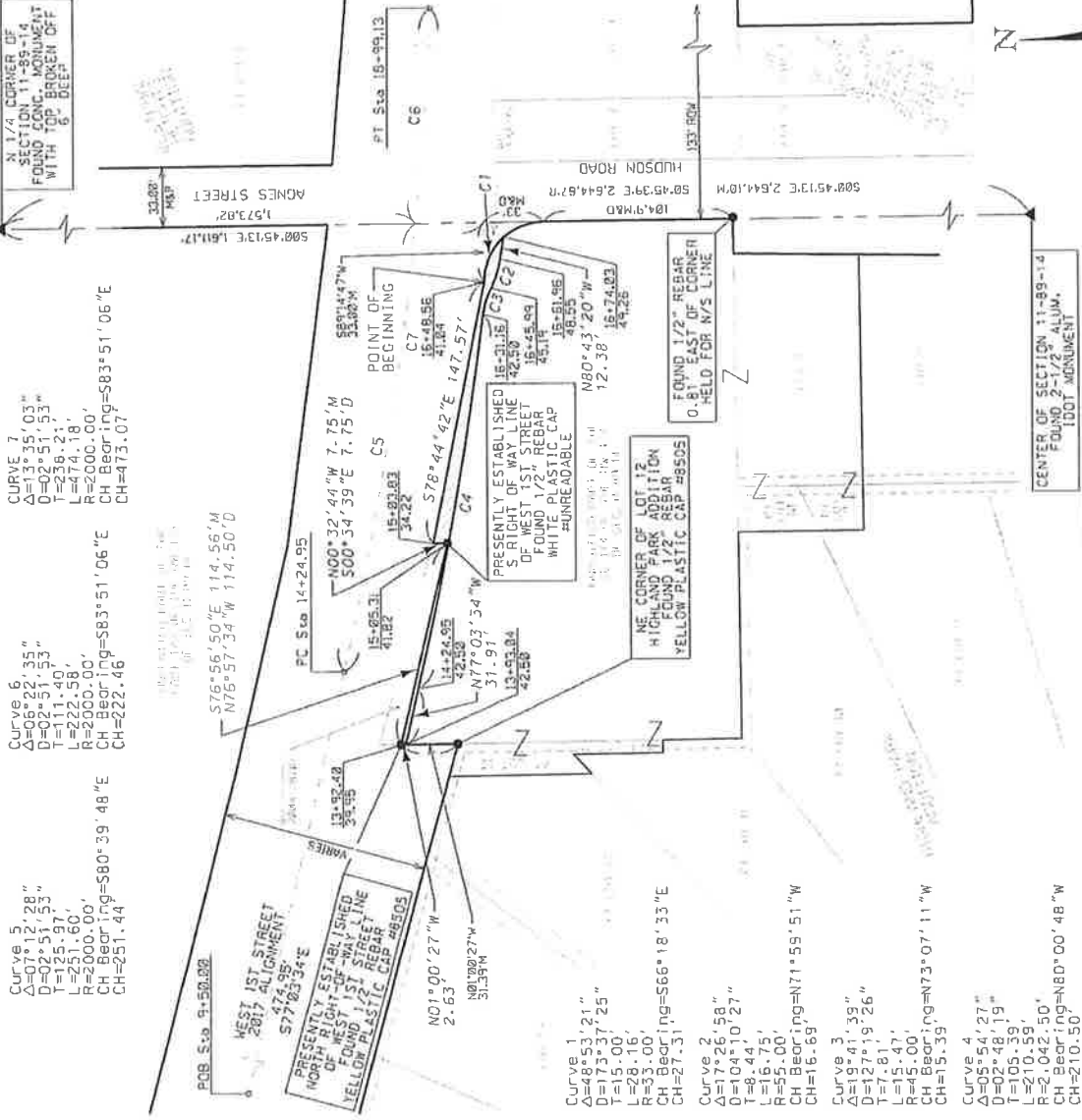
IOWA DEPARTMENT OF TRANSPORTATION

ACQUISITION PLAT

EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. 77
 PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 14 WEST
 SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
 ROW-FEE 1,234 S.F. AC EXCESS-FEE AC
 ACCESS RIGHTS ACQUIRED - STA STA MAIN LINE SIDE
 ACCESS RIGHTS ACQUIRED - STA STA SIDE ROAD SIDE
 ACQUIRED FROM FARMERS STATE BANK

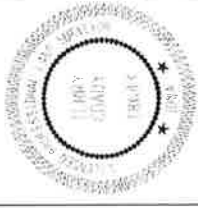
CITY OF CEDAR FALLS, IOWA



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 Coats DATE: 2-18-2018
 TERRY COATS

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. 77

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 THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P. M. LOCATED IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 11, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P. M.; THENCE SOUTH 00°45'13" EAST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 11, A DISTANCE OF 1611.17 FEET; THENCE SOUTH 89°14'47" WEST, 33.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST FIRST STREET AND TO THE POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 33.00 FEET, WHOSE ARC LENGTH IS 28.16 FEET AND WHOSE CHORD BEARS SOUTH 66°18'33" EAST, 27.31 FEET; THENCE NORTH 80°43'20" WEST, 12.38 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 55.00 FEET, WHOSE ARC LENGTH IS 16.75 FEET AND WHOSE CHORD BEARS NORTH 71°59'51" WEST, 16.69 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 45.00 FEET, WHOSE ARC LENGTH IS 15.47 FEET AND WHOSE CHORD BEARS NORTH 73°07'11" WEST, 15.39 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 2042.50 FEET, WHOSE ARC LENGTH IS 210.59 FEET AND WHOSE CHORD BEARS NORTH 80°00'48" WEST, 210.50 FEET; THENCE NORTH 77°03'34" WEST, 31.91 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF WEST FIRST STREET; THENCE NORTH 01°00'27" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 2.63 FEET; THENCE SOUTH 76°56'50" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 114.56 FEET; THENCE NORTH 00°32'44" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 7.75 FEET; THENCE SOUTH 78°44'42" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 147.57 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.03 AC. (1,234 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

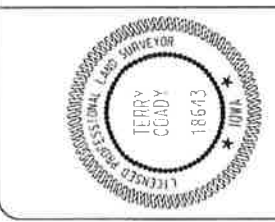
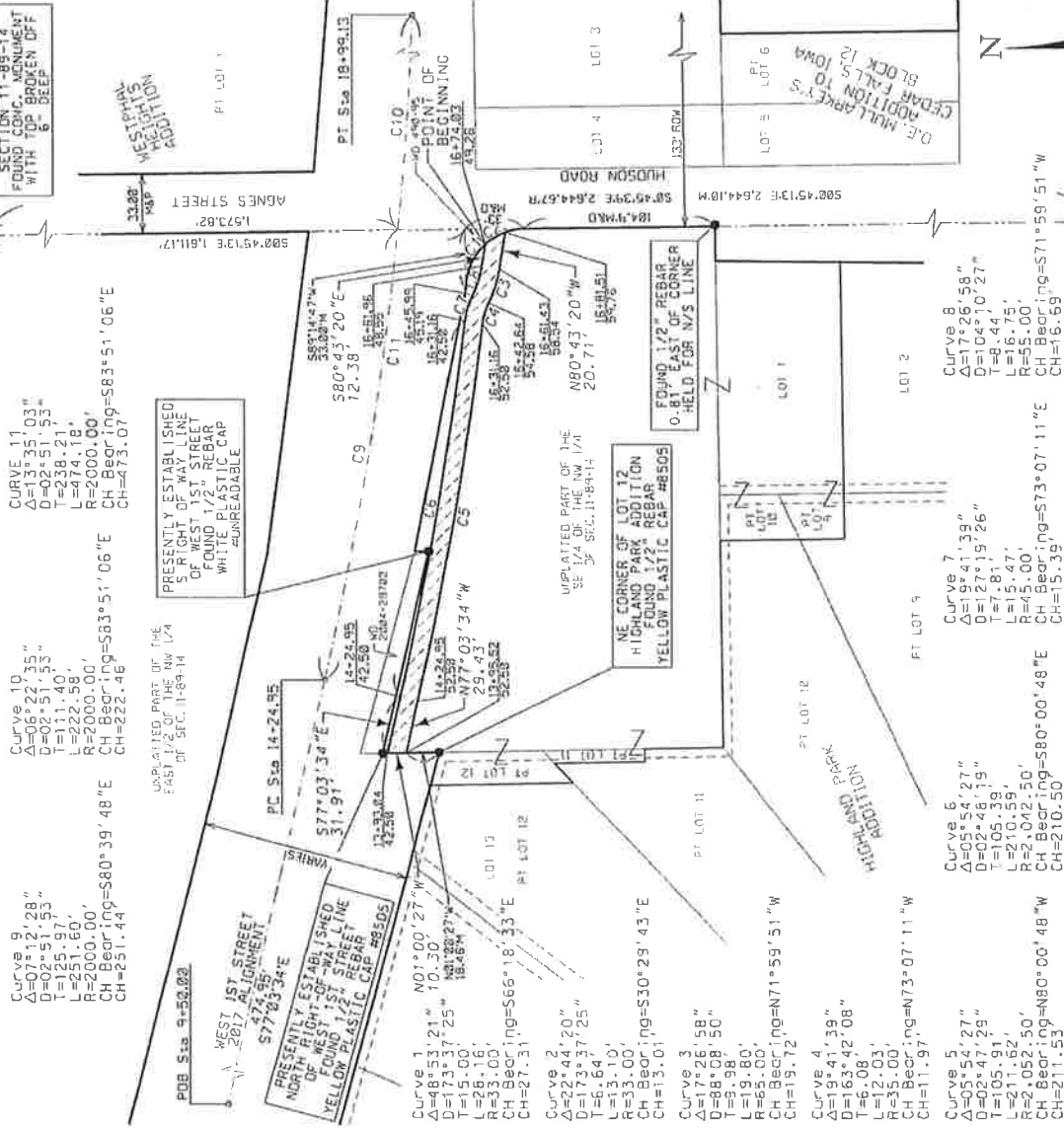
NOTE:

THE EAST LINE OF THE NW 1/4 OF SECTION 11-89-14 ASSUMED TO BEAR SOUTH 00°45'13" EAST.

IOWA DEPARTMENT OF TRANSPORTATION ACQUISITION PLAT EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. 77
PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 11
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
ROW-FEE AC EASE 2,909 S.F. AC EXCESS-FEE AC
ACCESS RIGHTS ACQUIRED - STA STA MAIN LINE SIDE
ACCESS RIGHTS ACQUIRED - STA STA SIDE ROAD SIDE
ACQUIRED FROM FARMERS STATE BANK

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
 DATE: 2-21-2018
 License number 18643
 My License Renewal Date is December 31, 2019
 Pages covered by this seal: 1
 EXHIBIT "A" ONLY

- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- FOUND IDOT ALUM. CAP (UNLESS OTHERWISE NOTED)

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 77

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

EASEMENT GRANTED FOR PUBLIC UTILITY DESCRIBED AS FOLLOWS:

A PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M. LOCATED IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 11, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M.; THENCE SOUTH 00°45'13" EAST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 11, A DISTANCE OF 1611.17 FEET; THENCE SOUTH 89°14'47" WEST, 33.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST FIRST STREET; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 33.00 FEET, WHOSE ARC LENGTH IS 28.16 FEET AND WHOSE CHORD BEARS SOUTH 66°18'33" EAST, 27.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 33.00 FEET, WHOSE ARC LENGTH IS 13.10 FEET AND WHOSE CHORD BEARS SOUTH 30°29'43" EAST, 13.01 FEET; THENCE NORTH 80°43'20" WEST, 20.71 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 65.00 FEET, WHOSE ARC LENGTH IS 19.80 FEET AND WHOSE CHORD BEARS NORTH 71°59'51" WEST, 19.72 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 35.00 FEET, WHOSE ARC LENGTH IS 12.03 FEET AND WHOSE CHORD BEARS NORTH 73°07'11" WEST, 11.97 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 2052.50 FEET, WHOSE ARC LENGTH IS 211.62 FEET AND WHOSE CHORD BEARS NORTH 80°00'48" WEST, 211.53 FEET; THENCE NORTH 77°03'34" WEST, 29.43 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF WEST FIRST STREET; THENCE NORTH 01°00'27" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 10.30 FEET; THENCE SOUTH 77°03'34" EAST, 31.91 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 2042.50 FEET, WHOSE ARC LENGTH IS 210.59 FEET AND WHOSE CHORD BEARS SOUTH 80°00'48" EAST, 210.50 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 45.00 FEET, WHOSE ARC LENGTH IS 15.47 FEET AND WHOSE CHORD BEARS SOUTH 73°07'11" EAST, 15.39 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 55.00 FEET, WHOSE ARC LENGTH IS 16.75 FEET AND WHOSE CHORD BEARS SOUTH 71°59'51" WEST, 16.69 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.07 AC. (2,909 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE EAST LINE OF THE NW 1/4 OF SECTION 11-89-14 ASSUMED TO BEAR SOUTH 00°45'13" 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 77 - FARMERS STATE BANK

SCALE: 1"= 100'

DATE: 02/08/2018

PROJECT #:
 STP-57-2(28)--2G-07



S SNYDER
 & ASSOCIATES

**CITY OF CEDAR FALLS
TENANT PURCHASE AGREEMENT**

Property Address: 1704-1710 W. 1st St. **County Tax Parcel No:** 8914-11-177-028
Parcel Number 77 **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** , **2019, by and between Chapala, Inc,**
d/b/a Chapala Family Mexican Restaurant, ("Seller") and the City of Cedar Falls, Iowa, ("Buyer").

1. Buyer hereby agrees to buy from Seller and Seller hereby agrees to convey to Buyer, Seller's leasehold interest in the following real estate, (hereinafter referred to as the "Premises"):

See Attached Legal Description of Acquisition Area
See Attached Iowa Department of Transportation Acquisition Plat
See Attached Legal Description of Temporary Easement Area
See Attached Iowa Department of Transportation Temporary Easement Acquisition Plat
See Attached Legal Description of Public Utility Easement Area
See Attached Iowa Department of Transportation Public Utility Easement Acquisition Plat

and all improvements of whatever type situated on the Premises.

2. The conveyed Premises includes all of the Seller's estates, rights, title and interests in any leaseholds on the Premises. 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 reconstruction of Highway 57/West 1st Street in Cedar Falls, Iowa (hereinafter the "Project").

Seller is a tenant on the property of the following owner: Farmers State Bank

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).
4. Seller grants to the City a Leasehold Acquisition, Permanent Easement and Temporary Easement as shown on the attached plats. Seller also agrees to execute a Public Utility Easement Agreement and a Tenant's Temporary Grading for Construction Easement Agreement, copies of which are attached hereto. The Temporary 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 assigns and successors in interest of the Seller and the permanent acquisitions shall run with the land.
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 _____

None Known

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 CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned Seller certifies the total lump sum payment shown herein is just and paid as of the date of Seller's representative's signature below.

Chapala, Inc.

Sergio Arceo
Sergio Arceo-Topete

Name

Date

For an acknowledgment in a representative capacity:

State of Iowa
County of Black Hawk

This record was acknowledged before me on January 24, 2019 by
Sergio Arceo-Topete as President of Chapala, Inc.

Annika R Jepsen
Signature of notarial officer

Printed name of notarial officer

My commission expires



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.

My Commission Expires:

Notary Public in and for the State of Iowa

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 77

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 THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M. LOCATED IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 11, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M.; THENCE SOUTH 00°45'13" EAST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 11, A DISTANCE OF 1611.17 FEET; THENCE SOUTH 89°14'47" WEST, 33.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST FIRST STREET AND TO THE POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 33.00 FEET, WHOSE ARC LENGTH IS 28.16 FEET AND WHOSE CHORD BEARS SOUTH 66°18'33" EAST, 27.31 FEET; THENCE NORTH 80°43'20" WEST, 12.38 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 55.00 FEET, WHOSE ARC LENGTH IS 16.75 FEET AND WHOSE CHORD BEARS NORTH 71°59'51" WEST, 16.69 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 45.00 FEET, WHOSE ARC LENGTH IS 15.47 FEET AND WHOSE CHORD BEARS NORTH 73°07'11" WEST, 15.39 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 2042.50 FEET, WHOSE ARC LENGTH IS 210.59 FEET AND WHOSE CHORD BEARS NORTH 80°00'48" WEST, 210.50 FEET; THENCE NORTH 77°03'34" WEST, 31.91 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF WEST FIRST STREET; THENCE NORTH 01°00'27" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 2.63 FEET; THENCE SOUTH 76°56'50" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 114.56 FEET; THENCE NORTH 00°32'44" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 7.75 FEET; THENCE SOUTH 78°44'42" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 147.57 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.03 AC. (1,234 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE EAST LINE OF THE NW 1/4 OF SECTION 11-89-14 ASSUMED TO BEAR SOUTH 00°45'13" EAST.

220

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.

Timothy A. Cook DATE: 12-5-2018

ERRY COOK

License number 18643

My License Renewal Date is December 31, 2019

Pages covered by this seal: _____

EXHIBIT "A" ONLY _____

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 CONROY
 DATE: 12-5-2018

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)



SCALE $1'' = 80'$

220

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 77

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE TEMPORARY EASEMENT DESCRIBED AS FOLLOWS:

A PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M. LOCATED IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 11, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M.; THENCE SOUTH 00°45'13" EAST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 11, A DISTANCE OF 1644.17 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF HUDSON ROAD AND TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 0°45'13" EAST ALONG SAID EAST LINE, 0.33 FEET; THENCE NORTH 82°56'21" WEST, 117.88 FEET; THENCE NORTH 90°00'00" WEST, 25.18 FEET; THENCE NORTH 73°31'27" WEST, 153.45 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST FIRST STREET; THENCE NORTH 01°00'27" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 19.18 FEET; THENCE SOUTH 77°03'34" EAST, 31.91 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 2042.50 FEET, WHOSE ARC LENGTH IS 210.59 FEET AND WHOSE CHORD BEARS SOUTH 80°00'48" EAST, 210.50 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 45.00 FEET, WHOSE ARC LENGTH IS 15.47 FEET AND WHOSE CHORD BEARS SOUTH 73°07'11" EAST, 15.39 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 55.00 FEET, WHOSE ARC LENGTH IS 16.75 FEET AND WHOSE CHORD BEARS SOUTH 71°59'51" EAST, 16.69 FEET; THENCE SOUTH 80°43'20" EAST, 12.38 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 33.00 FEET, WHOSE ARC LENGTH IS 23.68 FEET AND WHOSE CHORD BEARS SOUTH 21°18'33" EAST, 23.17 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.17 AC. (7,364 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

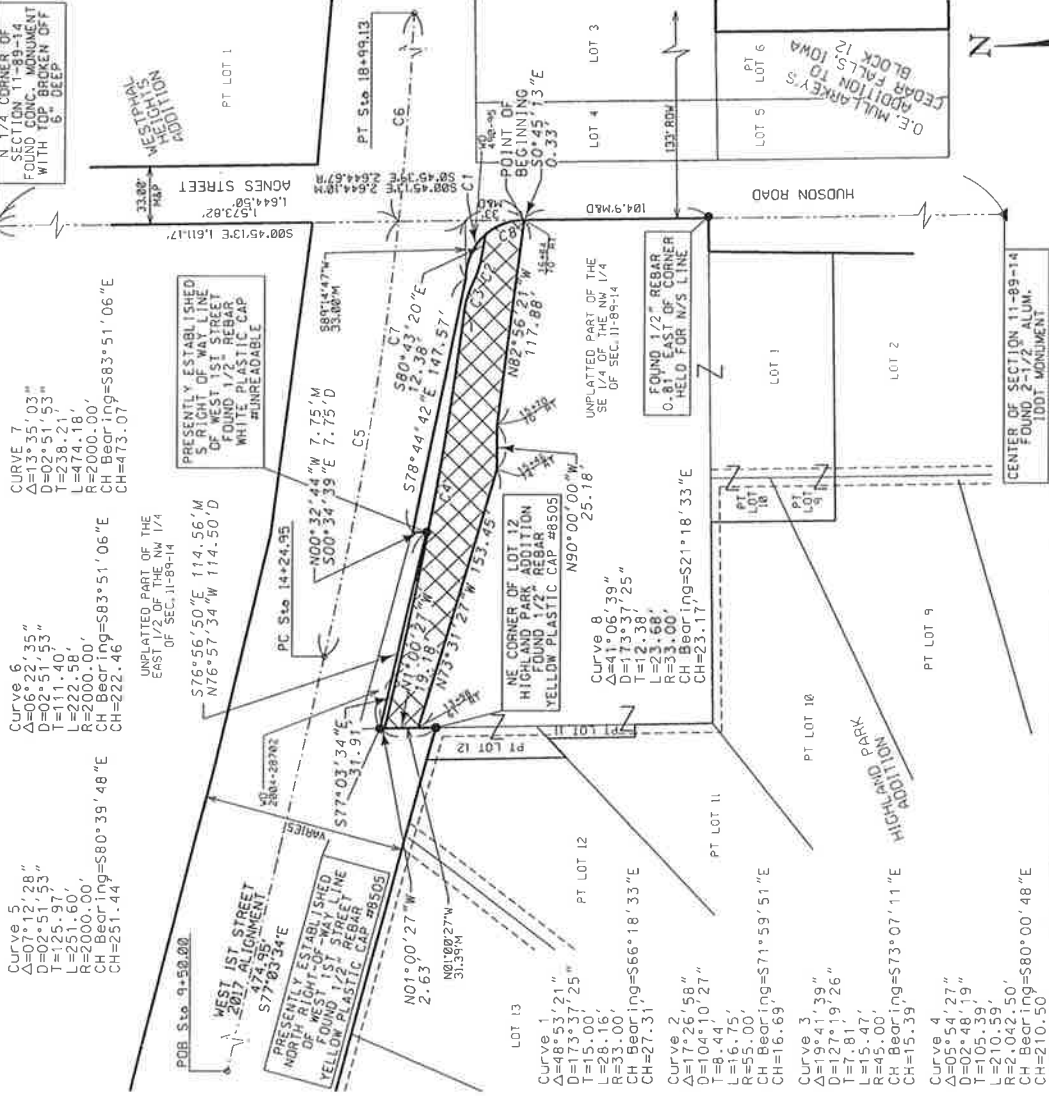
NOTE:

THE EAST LINE OF THE NW 1/4 OF SECTION 11-89-14 ASSUMED TO BEAR SOUTH 00°45'13" EAST.

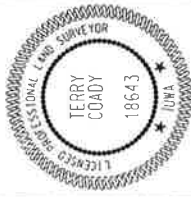
IOWA DEPARTMENT OF TRANSPORTATION ACQUISITION PLAT EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. 77
PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 11
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
ROW-FEE AC, EASE 7.364 SF 0.17 AC EXCESS-FEE AC
ACCESS RIGHTS ACQUIRED - STA STA MAIN LINE SIDE
ACCESS RIGHTS ACQUIRED - STA STA SIDE ROAD SIDE
ACQUIRED FROM FARMERS STATE BANK

CITY OF CEDAR FALLS, IOWA
TEMPORARY EASEMENT



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed professional Land Surveyor under the laws of the State of Iowa.



Terry Coady
TERRY COADY
DATE: 12-5-2018

License number 18643
My License Renewal Date is December 31, 2019
Pages covered by this seal: 1
EXHIBIT "A" ONLY

- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- FOUND IDOT ALUM. CAP (UNLESS OTHERWISE NOTED)



DATE REVISED _____

DATE DRAWN _____

DECEMBER 5, 2018

SCALE

1" = 80'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 77.

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)--2C-07

EASEMENT GRANTED FOR PUBLIC UTILITY DESCRIBED AS FOLLOWS:

A PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M. LOCATED IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 11, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M.; THENCE SOUTH 00°45'13" EAST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 11, A DISTANCE OF 1611.17 FEET; THENCE SOUTH 89°14'47" WEST, 33.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST FIRST STREET; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 33.00 FEET, WHOSE ARC LENGTH IS 28.16 FEET AND WHOSE CHORD BEARS SOUTH 66°18'33" EAST, 27.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 33.00 FEET, WHOSE ARC LENGTH IS 13.10 FEET AND WHOSE CHORD BEARS SOUTH 30°29'43" EAST, 13.01 FEET; THENCE NORTH 80°43'20" WEST, 20.71 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 65.00 FEET, WHOSE ARC LENGTH IS 19.80 FEET AND WHOSE CHORD BEARS NORTH 71°59'51" WEST, 19.72 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 35.00 FEET, WHOSE ARC LENGTH IS 12.03 FEET AND WHOSE CHORD BEARS NORTH 73°07'11" WEST, 11.97 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 2052.50 FEET, WHOSE ARC LENGTH IS 211.62 FEET AND WHOSE CHORD BEARS NORTH 80°00'48" WEST, 211.53 FEET; THENCE NORTH 77°03'34" WEST, 29.43 FEET TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF WEST FIRST STREET; THENCE NORTH 01°00'27" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 10.30 FEET; THENCE SOUTH 77°03'34" EAST, 31.91 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 2042.50 FEET, WHOSE ARC LENGTH IS 210.59 FEET AND WHOSE CHORD BEARS SOUTH 80°00'48" EAST, 210.50 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 45.00 FEET, WHOSE ARC LENGTH IS 15.47 FEET AND WHOSE CHORD BEARS SOUTH 73°07'11" EAST, 15.39 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 55.00 FEET, WHOSE ARC LENGTH IS 16.75 FEET AND WHOSE CHORD BEARS SOUTH 71°59'51" WEST, 16.69 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.07 AC. (2,909 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

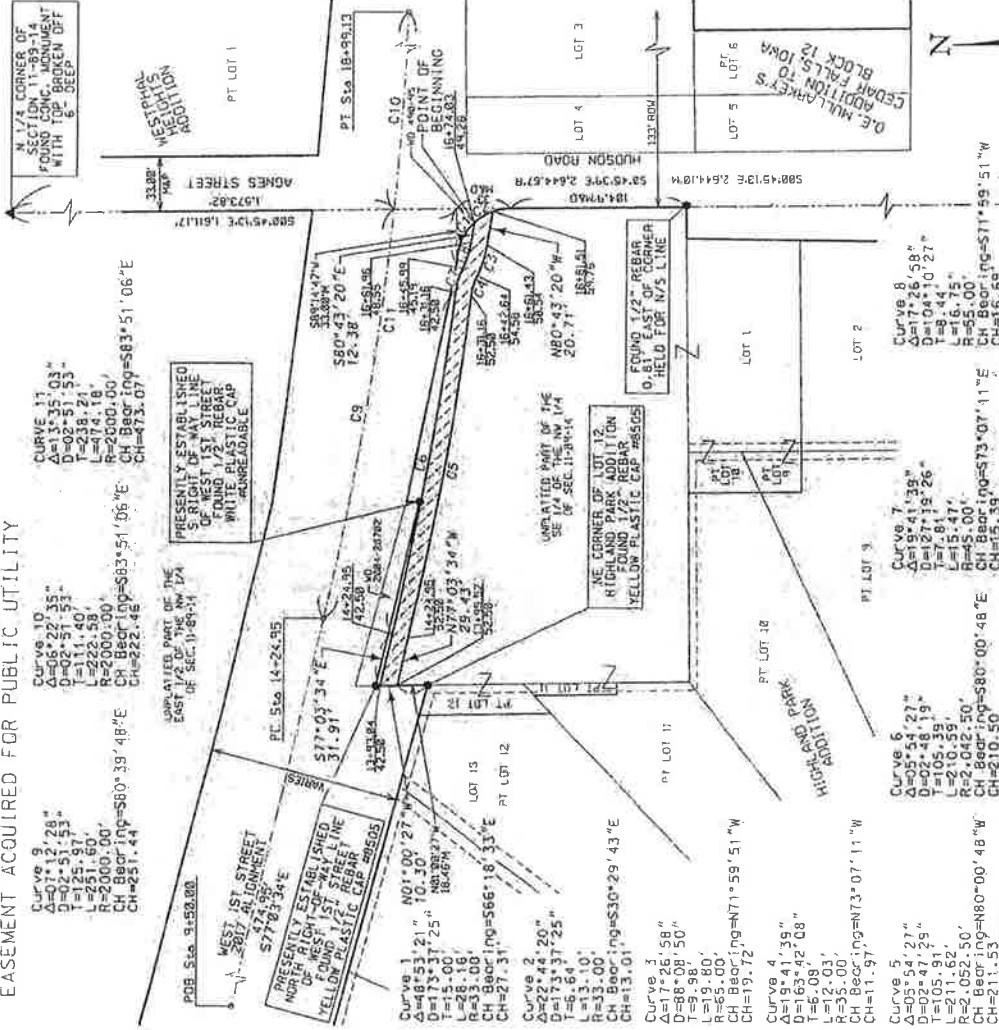
THE EAST LINE OF THE NW 1/4 OF SECTION 11-89-14 ASSUMED TO BEAR SOUTH 00°45'13" EAST.

IOWA DEPARTMENT OF TRANSPORTATION ACQUISITION PLAN

EXHIBIT 'A'

COUNTY BLACK HAWK STATE CONTROL NO. 77
PROJECT NO. STP-57-21281-2C-07 PARCEL NO. 77
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
ROW-FEE AC, EASE 2,909 S.F. AC EXCESS-FEE AC
ACCESS RIGHTS ACQUIRED - STA STA MAIN LINE SIDE
ACCESS RIGHTS ACQUIRED - STA STA SIDE ROAD SIDE
ACQUIRED FROM FARMERS STATE BANK

CITY OF CEDAR FALLS, IOWA
EASEMENT ACQUIRED FOR PUBLIC UTILITY



I hereby certify that this land surveying document was prepared and checked by me or under my direct supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

TERRY COADY
TERRY COADY
18643
IOWA
LICENSED PROFESSIONAL LAND SURVEYOR

DATE: 2-21-2018
License number 18643
My License Renewal Date is December 31, 2019
Pages covered by this seal: EXHIBIT "A" ONLY

DATE REVISED FEBRUARY 21, 2018

DATE DRAWN JANUARY 29, 2018

SCALE 1" = 80'

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

TENANT'S TEMPORARY GRADING FOR CONSTRUCTION EASEMENT AGREEMENT

This Agreement is made this _____ day of _____, 2018, by Chapala, Inc., (hereinafter referred to as GRANTOR) which has a leasehold interest in property which is owned by Farmer's State Bank (hereinafter referred to as "OWNER"), and The City of Cedar Falls, Iowa, an Iowa municipality (hereinafter GRANTEE).

1. GRANTOR possesses a leasehold interest in the following described Property located in Cedar Falls, Iowa:

See Exhibit "A" and Legal Description Attached

(hereinafter referred to as the "EASEMENT PROPERTY")

2. GRANTEE will be constructing public improvements as part of the West 1st Street Reconstruction Project (hereinafter referred to as the "Project"), and as part of said Project requires means of ingress and egress to and from the EASEMENT PROPERTY as well as access to the EASEMENT PROPERTY in order to perform work on the Project .

3. For the consideration of \$1.00 and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GRANTOR hereby grants and conveys to the GRANTEE, a Temporary Grading Easement for Construction for the purpose of access to and activities associated with grading, shaping and seeding, if applicable, upon, over, under and across the EASEMENT PROPERTY.

4. It is agreed the temporary easement granted herein shall terminate upon completion of the Project and final acceptance of the Project by the City Council of the City of Cedar Falls, Iowa.

5. GRANTEE'S use of the EASEMENT PROPERTY will be limited to only when work on specific parcels near the EASEMENT PROPERTY is performed. During interim periods between work, the parking lot within the EASEMENT PROPERTY will be made available for use by the GRANTOR. GRANTEE'S Contractors shall inform

OWNER 24 hours in advance of when temporary construction easement area usage is needed.

5. GRANTEE agrees to restore the EASEMENT PROPERTY 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.

6. This Temporary Construction Easement shall be binding upon GRANTOR'S successors and assigns, and shall be a covenant that runs with the land.

Chapala, Inc.

By: Sergio Arceo

Its: _____

State of Iowa County of Black Hawk

This record was acknowledged before me on January 24, 2019

by Sergio Arceo Name(s) of individual(s)

as owner (type of authority, such as officer or trustee)

of Chapala, Inc.
(name of party on behalf of whom record was executed).

Annika R. Jepsen

Signature of notarial officer



Printed name of notarial officer _____

My commission expires _____

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.

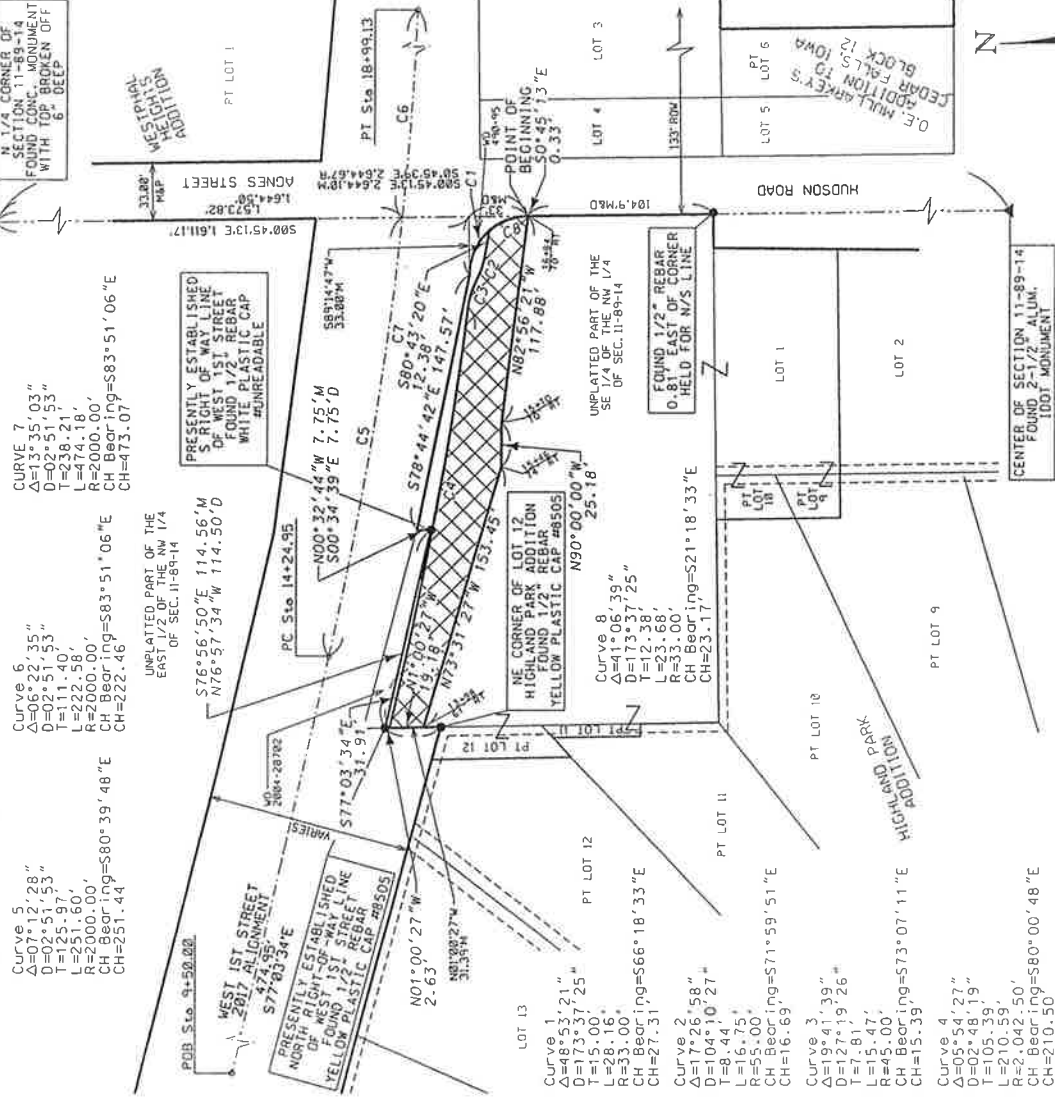
Notary Public in and for the State of Iowa

My Commission Expires: _____

IOWA DEPARTMENT OF TRANSPORTATION ACQUISITION PLAT EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. 77
PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 77
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
ROW-FEE AC. EASE 7.364 SF 0.17 AC EXCESS-FEE AC
ACCESS RIGHTS ACQUIRED - STA STA MAIN LINE SIDE
ACCESS RIGHTS ACQUIRED - STA STA SIDE ROAD SIDE
ACQUIRED FROM FARMERS STATE BANK

CITY OF CEDAR FALLS, IOWA
TEMPORARY EASEMENT



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

TERRY CODY DATE: 12-5-2018
License number 18643
My License Renewal Date is December 31, 2019
Pages covered by this seal: EXHIBIT "A" ONLY

TERRY CODY 18643 IOWA
LICENSED PROFESSIONAL LAND SURVEYOR

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 77

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE TEMPORARY EASEMENT DESCRIBED AS FOLLOWS:

A PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M. LOCATED IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

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PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

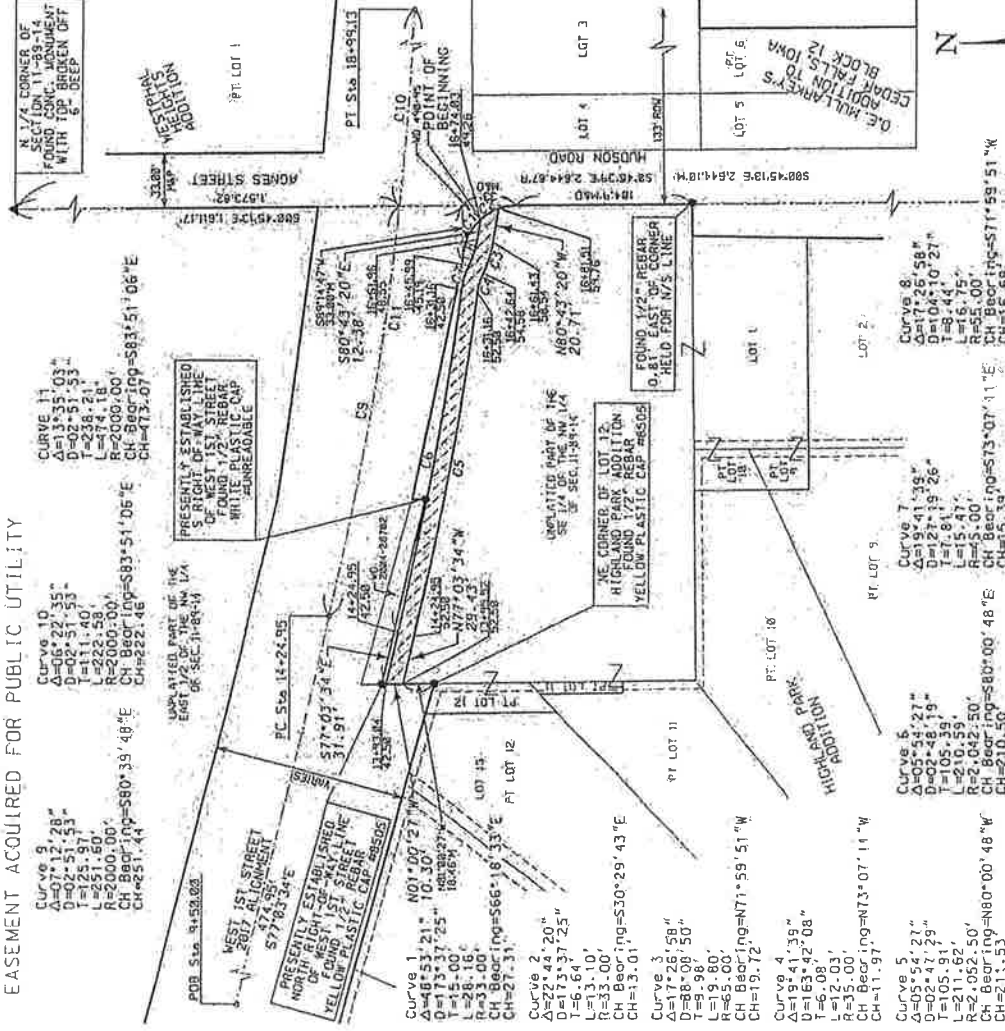
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IOWA DEPARTMENT OF TRANSPORTATION ACQUISITION PLAT

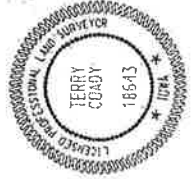
EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. 77
PROJECT NO. STP-57-21281-2C-07 PARCEL NO. 11
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST
ROW-FEE AC EASE 2,909 S.F. AC EXCESS-FEE AC
ACCESS RIGHTS ACQUIRED - STA STA MAIN LINE AC SIDE
ACCESS RIGHTS ACQUIRED - STA STA SIDE ROAD AC SIDE
ACQUIRED FROM FARMERS STATE BANK

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.



DATE 2-21-2018
TERRY COADY
License number 18643
My License Renewal Date is December 31, 2019

- ▲ FOUND SECTION CORNER.
- FOUND RIGHT-OF-WAY RAIL
- FOUND 1/2 ALUM. CAP (UNLESS OTHERWISE NOTED)



DATE REVISED FEBRUARY 21, 2018
DATE DRAWN JANUARY 29, 2018
SCALE 1" = 80'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 77.

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

EASEMENT GRANTED FOR PUBLIC UTILITY DESCRIBED AS FOLLOWS:

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PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE EAST LINE OF THE NW 1/4 OF SECTION 11-89-14 ASSUMED TO BEAR SOUTH 00°45'13" EAST.

WHEN RECORDED RETURN TO:
City Clerk – City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613

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

PUBLIC UTILITY EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

Chapala, Inc., an Iowa corporation, 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, to the extent of Grantor's leasehold interest, 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, though, and across the following described real estate:

See Exhibit A and Legal Description 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:

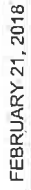
Public Utility

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, obstructions, 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.

EXHIBIT "A"

CITY OF CEDAR FALLS, IOWA
EASEMENT ACQUIRED FOR PUBLIC UTILITY

JANUARY 29, 2018

SCALE $1'' = 80'$

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 77.

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)--2C-07

EASEMENT GRANTED FOR PUBLIC UTILITY DESCRIBED AS FOLLOWS:

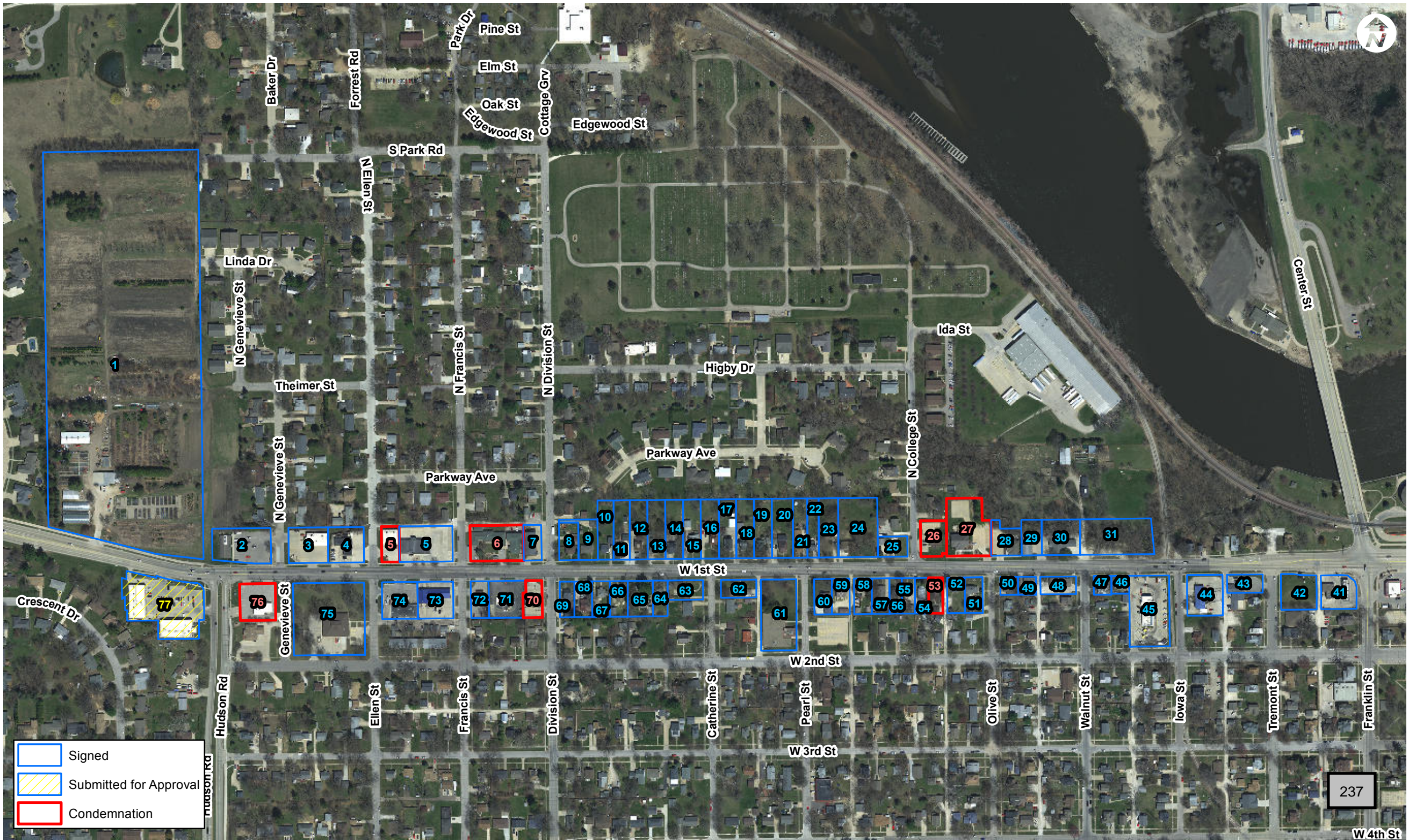
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NOTE:

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237

W 4th St



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: January 25, 2019

SUBJECT: Professional Services Agreement, Snyder & Associates, Inc.
Downtown Levee Improvements Project
Supplemental Agreement No. 1
City Project No. FL-000-1975

Please find attached Supplemental Agreement No. 1 to the Professional Services Agreement between the City of Cedar Falls and Snyder & Associates, Inc. for the Downtown Levee Improvements Project. The amount of rainfall in the Cedar River basin was at a historic high in 2018. During the summer months of 2018, the Cedar River crested a total 5 times between the months of April-October resulting in delayed construction. As introduced during the July 16, 2018 Council Committee of the Whole meeting, work was added to the contractor's scope with the council approved change orders. With the change orders substantially estimated and accounted for, the continued observation and administration would be increased to account for the additional construction work remaining and construction working days allotted.

The City of Cedar Falls entered into a Professional Services Agreement with Snyder & Associates, Inc. for construction related services for the Downtown Levee Improvement Project on October 2, 2017. Funding for the proposed design work will be provided by the Flood Mitigation grant in the amount of \$20,588.00. The total project cost, construction and engineering services, remains within the grant funding secured for this project.

The Department of Community Development requests your consideration and approval of this Supplemental Agreement No. 1 with Snyder & Associates, Inc. for the Downtown Levee Improvements Project.

If you have any questions or comments feel free to contact myself or Chase Schrage.

xc: Stephanie Houk Sheetz, Director of Community Development
Chase Schrage, Principal Engineer



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

*Administration Division • Community Services Division • Planning Division
Phone: 319-273-8606 Fax: 319-273-8610*

*Engineering Division • Inspection Services Division
Phone: 319-268-5161 Fax: 319-268-5197*

SUPPLEMENTAL AGREEMENT NO. 1

CONSTRUCTION ENGINEERING FOR LEVEE/FLOODWALL SYSTEM IMPROVEMENTS Cedar Falls, Iowa City Project Number FL-000-1975

WHEREAS, a Professional Services Agreement was entered into by the City of Cedar Falls, Iowa (CLIENT), and Snyder & Associates, Inc. (CONSULTANT), of Cedar Rapids, Iowa, dated October 3, 2017 for the construction engineering services; and

WHEREAS, the CLIENT and CONSULTANT desire to amend the previous agreement to include Scope of Services and Compensation for additional items required as a part of the Construction Engineering For Levee/Floodwall System Improvements Project,

WHEREAS, the number of project construction working days has been increased from 150 to 216; and

WHEREAS, the additional working days needed for construction of the project have necessitated the need for additional Construction Engineering and increased the general scope of work listed in Exhibit A of the original Professional Services Agreement, and

WHEREAS, the original Professional Service Agreement notes in Exhibit A II: Scope of Work A. 18 that if the Contractor exceeds the 150 working days allotted for completing construction of the project, or if change orders or project additions require additional working days, the CONSULTANT will be compensated for any additional administration, construction observation and staking services when authorized by the CITY.

NOW THEREFORE, it is mutually agreed to amend the original Professional Services Agreement as follows:

II. SCOPE OF WORK

The CONSULTANT shall continue to perform Construction Administration and Observation during the 216 working days now allowed for completion of construction as generally described in the original agreement and as further described below.

Free Winter Work will be allowed for the contractor between 11/15/2018 and 03/31/2019. It has been estimated that the Contractor will work 25 days during the Free Winter Work period. During these 25 days the CONSULTANT should generally provide $\frac{3}{4}$ time (i.e. six hours per day onsite) construction observation.

Construction observation provided by the CONSULTANT shall be reduced to not generally more than 16 hours per week starting April 1, 2019 and understood to be complete by May 31, 2019. The periodic observation is to supplement the CITY'S Observation Staff that will be onsite for the project during this portion of the Construction. The time spent on-site is dependent upon the Contractor's schedule, rate of progress and type of work.

If the Contractor exceeds the 216 working days allotted for completing construction of the project, the 25 days estimated for construction during the Free Winter Work period, if more than 16 hours per week are needed from April 1, 2019 to May 31, 2019 or if change orders or project additions require additional time for completion of the project, the CONSULTANT shall notify the CITY and will be compensated for any additional administration, construction observation and staking services when authorized by the CITY.

III. COMPENSATION

Compensation for the Supplemental Services listed herein shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. Total compensation for the supplemental services is a not to exceed fee of Twenty Thousand Five Hundred and Eighty-Eight dollars (\$20,588.00). The compensation for this supplemental agreement is to be segregated from the original agreement.

- IV.** In all other aspects, the obligations of the CLIENT and CONSULTANT shall remain as specified in the Professional Services Agreement dated October 3, 2017.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written below.

APPROVED FOR CLIENT

APPROVED FOR CONSULTANT.

By: _____

By: Lindsay Beaman

Printed Name: _____

Printed Name: Lindsay Beaman

Title: _____

Title: Business Unit Leader

Date: _____

Date: December 5, 2018



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, Principal Engineer

DATE: January 31, 2019

SUBJECT: Place to Play Playground
Project No. PI-185-3156
Bid Opening

On Tuesday, January 29, 2019 at 2:00 p.m., bids were received and opened for the Place to Play Playground Project. A total of six (6) bids were received, with Peters Construction the low bidder:

	<i>Base Bid Total</i>	<i>Base Bid w/ Alternate #1</i>
Peters Construction	\$404,938.53	\$367,236.53
Lodge Construction	\$413,854.25	\$368,854.25
Woodruff Construction	\$432,899.02	\$403,399.02
Vieth Construction	\$492,760.00	\$452,760.00
K. Cunningham Construction Co. Inc.	\$514,809.00	\$468,259.00

The cost estimate for this project was \$527,526.00. Peters Construction of Waterloo, Iowa submitted the low bid in the amount of \$404,938.53, which is 23% below the cost estimate. Attached is a bid tab for your reference.

As a result of the competitive bids, we recommend acceptance of the low bid from Peters Construction in the amount of \$404,938.53. On February 18th, 2019, the Contract, Bonds and Insurance Certificate will be submitted for City Council approval.

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

xc: Stephanie Houk Sheetz, Director of Community Development

RITLAND+KUIPER Landscape Architects*501 Sycamore Street, Mezz. A**Waterloo, Iowa 50703**(319) 233-8090 Fax (319) 233-9772***BID TABULATION**

Place to Play Playground, Cedar Falls, Iowa

January 29, 2019 @ 2:00 p.m.

Contractor Name	Bid Security (10%)	Bid Status	Addenda		BASE BID	DEDUCT ALT. #1: Playground Equip Install	BASE BID AFTER DEDUCT	Non- Collusion Affidavit
			#1	#2				
Woodruff Construction	Y	Y	Y	Y	\$432,899.02	\$29,500.00	\$403,399.02	Y
Peters Construction	Y	Y	Y	Y	\$404,938.53	\$37,702.00	\$367,236.53	Y
K.Cunningham Construction	Y	Y	Y	Y	\$514,809.00	\$46,550.00	\$468,259.00	Y
Cardinal Construction	Y	Y	Y	Y	\$511,124.00	\$34,315.00	\$476,809.00	Y
Lodge Construction	Y	Y	Y	Y	\$413,854.25	\$45,000.00	\$368,854.25	Y
Veith Construction	Y	Y	Y	N	\$492,760.00	\$40,000.00	\$452,760.00	Y



DEPARTMENT OF COMMUNITY DEVELOPMENT

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MEMORANDUM *Engineering Division*

TO: Honorable Mayor James P. Brown and City Council

FROM: Chase Schrage, Principal Engineer

DATE: January 31, 2019

SUBJECT: 2019 Street Construction Project
Project No. RC-000-3153
Bid Opening

On Tuesday, January 29, 2019 at 2:00 p.m., bids were received and opened for the 2019 Street Construction Project. A total of two (2) bids were received, with Peterson Contractors Inc. the low bidder:

	<i>Bid Total</i>
Peterson Contractors Inc.	\$4,711,475.14
K. Cunningham Construction Co. Inc.	\$4,792,521.41

The Engineer's Estimate for this project was \$4,798,387.18. Peterson Contractors Inc. of Reinbeck, Iowa submitted the low bid in the amount of \$4,711,475.14, which is 1.8% below the Engineer's Estimate. Attached is a bid tab for your reference.

As a result of the competitive bids, we recommend acceptance of the low bid from Peterson Contractors Inc. in the amount of \$4,711,475.14. On February 18th, 2019, the Contract, Bonds and Insurance Certificate will be submitted for City Council approval.

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

xc: Stephanie Houk Sheetz, Director of Community Development

PROJECT BID TAB

CITY OF CEDAR FALLS
DEPARTMENT OF COMMUNITY DEVELOPMENT
ENGINEERING DIVISION

PROJECT NAME: 2019 STREET CONSTRUCTION PROJECT

CITY PROJECT NUMBER: RC - 000 - 3153
BID OPENING: January 29, 2019
DEPARTMENT OF COMMUNITY DEVELOPMENT
ENGINEERING DIVISION

BIDDING DIVISION			ENGINEER'S ESTIMATE		(1) Peterson Contractors Inc.		(2) K. Cunningham Construction Co. Inc.		
BID ITEM	DESCRIPTION	UNITS	EST. QUANTITY	UNIT PRICES	EXTENDED PRICES	UNIT PRICES	EXTENDED PRICES	UNIT PRICES	EXTENDED PRICES
1	REMOVAL OF PAVEMENT	S.Y.	22169.5	\$4.75	\$105,305.13	\$4.75	\$105,305.13	\$5.25	\$116,389.88
2	REMOVAL OF A.C.C. SURFACING	S.Y.	22047.0	\$4.25	\$93,699.75	\$3.65	\$80,471.55	\$4.15	\$91,495.05
3	REMOVAL OF A.C.C. SURFACING (MILLING)	S.Y.	7243.0	\$5.00	\$36,215.00	\$5.10	\$36,939.30	\$5.60	\$40,560.80
4	REMOVAL OF SEALCOAT SURFACE (MILLING)	S.Y.	520.8	\$7.00	\$3,645.60	\$9.05	\$4,713.24	\$9.05	\$4,713.24
5	REMOVAL OF P.C.C./A.C.C. SURFACE (TAPER MILLING)	S.Y.	1808.6	\$36.50	\$66,013.90	\$35.35	\$63,934.01	\$35.35	\$63,934.01
6	REMOVAL OF CURB	L.F.	616.2	\$9.00	\$5,545.80	\$10.00	\$6,162.00	\$10.00	\$6,162.00
7	REMOVAL OF DRIVEWAY	S.Y.	2110.5	\$5.25	\$11,080.13	\$4.50	\$9,497.25	\$4.50	\$9,497.25
8	REMOVAL OF SIDEWALK	S.Y.	1102.20	\$6.50	\$7,164.30	\$8.00	\$8,817.60	\$8.00	\$8,817.60
9	REMOVALS AS PER PLAN	UNITS	127.75	\$500.00	\$63,875.00	\$500.00	\$63,875.00	\$500.00	\$63,875.00
10	SAW CUTTING FOR REMOVALS	L.F.	2027.0	\$5.75	\$11,655.25	\$5.50	\$11,148.50	\$5.50	\$11,148.50
11	EXCAVATION, CLASS 10, ROADWAY, WASTE	C.Y.	8653.0	\$10.50	\$90,856.50	\$10.50	\$90,856.50	\$10.50	\$90,856.50
12	EXCAVATION, CLASS 10, UNSTABLE MATERIAL	C.Y.	860.3	\$11.00	\$9,463.30	\$10.50	\$9,033.15	\$10.50	\$9,033.15
13	EXCAVATION, CLASS 12, BOULDERS	C.Y.	30.0	\$30.00	\$900.00	\$30.00	\$900.00	\$30.00	\$900.00
14	PAVEMENT, STAND, OR SLIP-FORM, P.C.C., 7 IN., CLASS "C"	S.Y.	5472.7	\$60.00	\$328,362.00	\$41.50	\$227,117.05	\$41.25	\$225,748.88
15	PAVEMENT, STAND, OR SLIP-FORM, P.C.C., 8 IN., CLASS "C"	S.Y.	10235.8	\$46.00	\$470,846.80	\$43.50	\$445,257.30	\$43.25	\$442,698.35
16	HMA (ST), SURF., 1/2", PG58-28S	TON	1947.9	\$100.00	\$194,790.00	\$110.40	\$215,048.16	\$110.40	\$215,048.16
17	HMA (ST), BASE, 3/4", PG58-28S	TON	2919.6	\$95.00	\$277,362.00	\$107.00	\$312,397.20	\$107.00	\$312,397.20
18	HMA (HT), SURFACE, 1/2", PG58-28H	TON	1743.0	\$102.00	\$177,786.00	\$113.45	\$197,743.35	\$113.45	\$197,743.35
19	HMA, (HT), INTERMEDIATE, 1/2", PG58-28H	TON	1743.0	\$100.50	\$175,171.50	\$113.45	\$197,743.35	\$113.45	\$197,743.35
20	CURB, PCC 7 IN. 2.5 FT WIDTH, TYPE "C" CLASS III	L.F.	4063.0	\$19.30	\$78,415.90	\$19.75	\$80,244.25	\$19.65	\$79,837.95
21	CURB, PCC 7 IN. 3.5 FT WIDTH, TYPE "C" CLASS III	L.F.	446.0	\$28.00	\$12,488.00	\$27.00	\$12,042.00	\$26.80	\$11,952.80
22	CURB, PCC 8 IN. 2.0 FT WIDTH, TYPE "C" CLASS III	L.F.	170.2	\$29.00	\$4,935.80	\$29.50	\$5,020.90	\$29.20	\$4,969.84
23	COMPACTION OF SUBGRADE	STA.	65.1	\$250.00	\$16,275.00	\$250.00	\$16,275.00	\$250.00	\$16,275.00
24	GEOGRID	S.Y.	25176.5	\$3.30	\$83,082.45	\$3.25	\$81,823.63	\$3.25	\$81,823.63
25	MODIFIED SUBBASE, 12 IN.	S.Y.	25176.5	\$14.00	\$352,471.00	\$12.50	\$314,706.25	\$12.50	\$314,706.25
26	SURFACING, 1-INCH ROADSTONE	TONS	105.0	\$30.00	\$3,150.00	\$28.50	\$2,992.50	\$28.50	\$2,992.50
27	TOPSOIL, FURNISH & SPREAD	C.Y.	1613.0	\$15.75	\$25,404.75	\$22.00	\$35,486.00	\$22.00	\$35,486.00
28	SOD, PROVIDE AND PLACE	S.F.	83770.0	\$0.55	\$46,073.50	\$0.62	\$51,937.40	\$0.60	\$50,262.00
29	HYDRAULIC SEEDING	S.F.	3000.0	\$0.45	\$1,350.00	\$0.60	\$1,800.00	\$0.50	\$1,500.00
30	WATERING SOD	M-GAL	30.0	\$200.00	\$6,000.00	\$175.00	\$5,250.00	\$160.00	\$4,800.00
31	DRIVEWAY, P.C.C., 6 IN., CLASS "C"	S.Y.	2110.5	\$37.00	\$78,088.50	\$42.00	\$88,641.00	\$46.50	\$98,138.25
32	SIDEWALK, P.C.C., 4 IN., CLASS "C"	S.Y.	831.6	\$41.00	\$34,095.60	\$41.00	\$34,095.60	\$43.60	\$36,257.76
33	SIDEWALK, P.C.C., 6 IN., CLASS "C"	S.Y.	293.1	\$41.00	\$12,017.10	\$43.00	\$12,603.30	\$72.25	\$21,176.48
34	PEDESTRIAN RAMPS, DETECTABLE WARNING	S.F.	324.0	\$33.00	\$10,692.00	\$35.00	\$11,340.00	\$45.00	\$14,580.00
35	PATCH, P.C.C., FULL DEPTH, "M" MIX	S.Y.	5.0	\$135.00	\$675.00	\$275.00	\$1,375.00	\$250.00	\$1,250.00
36	PATCH, HMA (ST) SURFACE, 1/2", PG58-28S	TONS	20.0	\$225.00	\$4,500.00	\$150.00	\$3,000.00	\$150.00	\$3,000.00
37	INTAKE, SW-507	EACH	1.0	\$4,000.00	\$4,000.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00
38	INTAKE, SW-509	EACH	2.0	\$4,500.00	\$9,000.00	\$5,000.00	\$10,000.00	\$5,000.00	\$10,000.00
39	INTAKE, SW-510	EACH	5.0	\$5,500.00	\$27,500.00	\$7,800.00	\$39,000.00	\$7,800.00	\$39,000.00
40	INTAKE, TYPE B	EACH	4.0	\$4,000.00	\$16,000.00	\$4,000.00	\$16,000.00	\$4,000.00	\$16,000.00
41	INTAKE, TYPE D	EACH	24.0	\$4,800.00	\$115,200.00	\$5,000.00	\$120,000.00	\$5,000.00	\$120,000.00
42	INTAKE, SW-402 7' x 7' ID.	EACH	1.0	\$8,000.00	\$8,000.00	\$23,000.00	\$23,000.00	\$23,000.00	\$23,000.00
43	INTAKE, RA-3 TOP & INSERT	EACH	2.0	\$2,000.00	\$4,000.00	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00
44	INTAKE, RA-5 TOP & INSERT	EACH	1.0	\$3,000.00	\$3,000.00	\$1,600.00	\$1,600.00	\$1,600.00	\$1,600.00
45	INTAKE, RA-6 Top & Insert	EACH	1.0	\$3,500.00	\$3,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
46	INTAKE, SW-502, 60" DIA. TOP	EACH	2.0	\$6,000.00	\$12,000.00	\$5,000.00	\$10,000.00	\$5,000.00	\$10,000.00
47	INTAKE, RA-3 TOP	EACH	2.0	\$1,500.00	\$3,000.00	\$1,300.00	\$2,600.00	\$1,300.00	\$2,600.00
48	INTAKE, RA-5 TOP	EACH	2.0	\$2,000.00	\$4,000.00	\$1,400.00	\$2,800.00	\$1,400.00	\$2,800.00
49	INTAKE, RA-3 INSERT	EACH	5.0	\$1,200.00	\$6,000.00	\$1,100.00	\$5,500.00	\$1,100.00	\$5,500.00
50	INTAKE, RA-5 INSERT	EACH	1.0	\$1,200.00	\$1,200.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00
51	INTAKE, RA-6 INSERT	EACH	1.0	\$3,000.00	\$3,000.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00
52	INTAKE, TYPE B INSERT	EACH	3.0	\$2,000.00	\$6,000.00	\$1,300.00	\$3,900.00	\$1,300.00	\$3,900.00
53	INTAKE, TYPE D INSERT	EACH	1.0	\$3,000.00	\$3,000.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00
54	MANHOLE, ADJUSTMENT, MINOR	EACH	15.0	\$750.00	\$11,250.00	\$1,000.00	\$15,000.00	\$1,000.00	\$15,000.00
55	MANHOLE, STORM SEWER, SW-401	EACH	2.0	\$3,500.00	\$7,000.00	\$4,000.00	\$8,000.00	\$4,000.00	\$8,000.00
56	MANHOLE, SANITARY SEWER, SW-301	EACH	12.0	\$5,500.00	\$66,000.00	\$5,500.00	\$66,000.00	\$5,500.00	\$66,000.00
57	SEWER, STORM, 15 IN. PLASTIC, PERFORATED	L.F.	1817.0	\$53.50	\$97,209.50	\$53.00	\$96,301.00	\$53.00	\$96,301.00
58	SEWER, STORM, 15 IN. RCP, 2000D	L.F.	273.0	\$55.00	\$15,015.00	\$55.00	\$15,015.00	\$55.00	\$15,015.00
59	SEWER, STORM, 18 IN. PLASTIC PERFORATED	L.F.	1038.0	\$59.00	\$61,242.00	\$58.00	\$60,204.00	\$58.00	\$60,204.00
60	SEWER, STORM, 18 IN. R.C.P. 2000D	L.F.	189.0	\$62.00	\$11,718.00	\$58.00	\$10,962.00	\$58.00	\$10,962.00
61	SEWER, STORM, 24 IN. PLASTIC PERFORATED	L.F.	430.0	\$75.00	\$32,250.00	\$67.00	\$28,810.00	\$67.00	\$28,810.00
62	SEWER, STORM, 24 IN. R.C.P. 2000D	L.F.	28.0	\$75.00	\$2,100.00	\$98.00	\$2,744.00	\$98.00	\$2,744.00
63	SEWER, STORM, 30 IN. PLASTIC PERFORATED	L.F.	743.0	\$80.00	\$59,440.00	\$88.00	\$65,384.00	\$88.00	\$65,384.00
64	SEWER, STORM, 36" PLASTIC, PERFORATED	L.F.	308.0	\$115.00	\$35,420.00	\$95.00	\$29,260.00	\$95.00	\$29,260.00
65	SEWER, STORM 48 IN. R.C.P. 2000D	L.F.	20.0	\$125.00	\$2,500.00	\$170.00	\$3,400.00	\$170.00	\$3,400.00
66	SEWER, STORM 54 IN. R.C.P. 2000D	L.F.	24.0	\$150.00	\$3,600.00	\$198.00	\$4,752.00	\$198.00	\$4,752.00
67	APRON, CONCRETE 54 IN. (TYPE 2)	EACH	1.0	\$2,000.00	\$2,000.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00
68	REVETMENT STONE, CLASS "E"	TONS	430.0	\$45.00	\$19,350.00	\$50.00	\$21,500.00	\$50.00	\$21,500.00
69	GRANULAR SHOULDERING, TYPE A	TONS	194.0	\$20.00	\$3,880.00	\$32.00	\$6,208.00	\$32.00	\$6,208.00
70	CLEARING AND GRUBBING	L.S.	1.0	\$3,500.00	\$3,500.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
71	SPECIAL PIPE CONNECTIONS, SW-211	EACH	1.0	\$700.00	\$700.00	\$500.00	\$500.00	\$500.00	\$500.00
72	GRANULAR BACKFILL	TONS	600.0	\$25.00	\$15,000.00	\$25.00	\$15,000.00	\$25.00	\$15,000.00
73	SUBDRAIN, PERFORATED, 6 IN.	L.F.	8513.0	\$9.60	\$81,724.80	\$10.75	\$91,514.75	\$10.75	\$91,514.75
74	SUBDRAIN, OUTLET, 6 IN. C.M.P.	EACH	34.0	\$300.00	\$10,200.00	\$300.00	\$10,200.00	\$300.00	\$10,200.00
75	SUBDRAIN, SUMP PUMP TAP	EACH	111.0	\$280.00	\$31,080.00	\$275.00	\$30,525.00	\$275.00	\$30,525.00
76	FIELD TILE, 4 IN. TO 8 IN., FIELD REPAIR	L.F.	60.0	\$25.00	\$1,500.00	\$17.50	\$1,050.00	\$17.50	\$1,050.00
77	MAILBOXES, RELOCATE & REINSTALL (PER POST)	EACH	13.0	\$500.00	\$6,500.00	\$400.00	\$5,200.00	\$400.00	\$5,200.00
78	TRAFFIC CONTROL	L.S.	1.0	\$45,000.00	\$45,000.00	\$104,000.00	\$104,000.00	\$150,000.00	\$150,000.00
79	FLAGGERS	DAYS	5.0	\$600.00	\$3,000.00	\$1,000.00	\$5,000.00	\$500.00	\$2,500.00
80	VALVE ADJUSTMENT	EACH	5.0						



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, Principal Engineer

DATE: January 25, 2019

SUBJECT: Professional Services Agreement, Snyder & Associates, Inc.
2019 Engineering Services
Supplemental Agreement No. 2
Clay Street Park Drainage
City Project No. FL-000-1975

Please find attached Supplemental Agreement No. 2 to the Professional Services Agreement between the City of Cedar Falls and Snyder & Associates, Inc. for 2019 Engineering Services. This supplemental agreement will analyze the University Branch of Dry Run creek between W. 12th Street / W. 18th Street and Fairview Cemetery / Main St. The existing storm sewer is undersized and lacks capacity during certain rainfall events. This drainage study will be an instrument used during the reconstruction of City streets and provide recommended area improvements

The City of Cedar Falls entered into a Professional Services Agreement with Snyder & Associates, Inc. for the 2019 Engineering Services on December 3, 2018. Funding for the Supplemental Agreement #2 will be provided by the storm water fund in the amount of \$79,931.00.

The Department of Community Development requests your consideration and approval of this Supplemental Agreement No. 2 with Snyder & Associates, Inc. for the Downtown Levee Improvements Project.

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

xc: Stephanie Houk Sheetz, Director of Community Development



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

*Administration Division ♦ Community Services Division ♦ Planning Division
Phone: 319-273-8606 Fax: 319-273-8610*

*Engineering Division ♦ Inspection Services Division
Phone: 319-268-5161 Fax: 319-268-5197*

SUPPLEMENTAL AGREEMENT NO. 2

2019 Engineering Services Clay Street Park Drainage City Project Number ST-077-3146

WHEREAS, a Professional Services Agreement was entered into by the City of Cedar Falls, Iowa (CLIENT), and Snyder & Associates, Inc. (CONSULTANT), of Cedar Rapids, Iowa, dated December 3, 2018 for the municipal engineering support services; and

WHEREAS, the CLIENT and CONSULTANT desire to amend the previous agreement to include Scope of Services and Compensation for additional items required as a part of the 2019 Engineering Services,

NOW THEREFORE, it is mutually agreed to amend the original Professional Services Agreement as follows:

I. SCOPE OF SERVICES

The Scope of Services and basis for Compensation derivation are as follows:

- A. The CONSULTANT shall provide Professional Services for the completion of a drainage study for the University Branch drainage basin. The City of Cedar Falls long range plan is to analyze different drainage basins around town with older developments, identify storm sewer upgrades needed for the design storm event, verify the larger design storm is contained within the ROW and have this data available when other projects (e.g. street reconstruction) come up so that the appropriate upgrades can be made. The Clay Street Park area is the first location where the City would like to complete this type of work. The analysis should identify what size storm sewer is needed to meet SUDAS design standards for both low and high flows. The CONSULTANT will analyze the University Branch drainage basin from 12th Street to 18th Street between the Fairview Cemetery area to Main Street. Existing storm sewer system is undersized and lacks capacity to handle certain events. There is an existing 33" storm pipe that flows from northwest to southeast through Clay Street Park and there are times during large runoff events that City staff tries to dam up water in the park near beehives to prevent downstream flooding at 1515 Washington Street.
- B. The CONSULTANT shall complete existing structure field locates of the project site.
 1. Locate existing structures and survey existing invert elevations.
- C. The CONSULTANT shall complete a drainage study of the area and produce report identifying storm sewer upgrades.
 1. Attend a kickoff meeting with CLIENT staff to discuss existing drainage analysis, project goals and objectives, and project approach and schedule.

2. Perform preliminary drainage analysis.
3. Review record drawings and GIS information.
4. Complete drainage area delineation.
5. Complete hydrology of 2, 5, 10, 50, 100 year events.
6. Complete existing system hydraulic model development
7. Complete Hydraulic Analysis – Develop two (2) alternatives
8. Complete Final Drainage Report with recommended improvements, including pipe sizing.

D. The schedule for providing these services is as follows:

1. Field and data collection: February 2019
2. Hydraulic Analysis: February – March 2019
3. Draft Drainage Report with recommendations: March 11, 2019
4. Final Drainage Report: March 29, 2019

E. Additional Services

1. The CLIENT may request Additional Services from the CONSULTANT not included in the Scope of Services as outlined. Additional Services may include, but are not necessarily limited to; expanding the scope of the project or the work to be completed (e.g. construction services are not included in the project scope); requesting the development of various documents; extending the time to complete a project through no fault of the CONSULTANT; or requesting additional work items that increase the Engineering Services and corresponding costs.

II. COMPENSATION

Compensation for the Services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. Total compensation is a lump sum fee of Seventy-Nine Thousand Nine Hundred and Thirty-One Dollars (\$79,931.00). The compensation for this supplemental agreement is to be segregated from the original agreement.

III. In all other aspects, the obligations of the CLIENT and CONSULTANT shall remain as specified in the Professional Services Agreement dated December 3, 2018.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written below.

APPROVED FOR CLIENT

APPROVED FOR CONSULTANT.

By: _____

By: Lindsay Beaman

Printed Name: _____

Printed Name: Lindsay Beaman

Title: _____

Title: Business Unit Leader

Date: _____

Date: January 24, 2018



Department of Community Development

City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613
Phone: 319-273-8600
Fax: 319-273-8610

MEMORANDUM *Planning & Community Services Division*

To: Honorable Mayor James P. Brown and City Council
From: Lisa Ahern, Planner 1
Date: January 21, 2019
Subject: Waiting List for Section 8 Housing Choice Voucher Program

INTRODUCTION

The Housing Choice Voucher (HCV) program (also known as Section 8) is a program of the U.S. Department of Housing and Urban Development (HUD). It is the government's major program for assisting very low-income families, the elderly, and the disabled to afford decent, safe, and sanitary housing in the private market.

To apply for HCV funding, applicants complete a preliminary application and then are placed on a Waiting List. Staff takes names off the Waiting List on a regular basis, determines their final eligibility and issues a voucher to those who may participate in the program.

ANALYSIS

In 2018 staff processed 131 applications from the Waiting List. Due to the length of the waiting list, it was closed in September 2018 and no new applications have been accepted since that time. As of January 1, 2019, there were still 315 names remaining on the list, with an average wait time of 2.3 years.

The program is currently serving 215 households. The goal is to continue to issue Housing Choice Vouchers up to the maximum allowed under the City's funding limit, which is an estimated 230 to 240 households. By keeping the Waiting List closed for a longer period of time, staff resources can be directed toward processing the existing applications on file. This will result in serving the maximum number of people possible, given available resources.

RECOMMENDATION

The Housing Commission met on January 8, 2019 and reviewed the status of the HCV program. The Commission agreed that staff resources should continue to be directed towards issuing vouchers rather than taking new applications. The Housing Commission recommends adopting a resolution to keep the Waiting List closed at least through July 31, 2019.

RESOLUTION NO. _____

**RESOLUTION TO KEEP THE HOUSING CHOICE VOUCHER PROGRAM
WAITING LIST CLOSED THROUGH JULY 31, 2019**

WHEREAS, the Housing Choice Voucher (HCV) program (also known as Section 8) is a program of the U.S. Department of Housing and Urban Development (HUD). It is the government's major program for assisting very low-income families, the elderly, and the disabled to afford decent, safe, and sanitary housing in the private market.

WHEREAS, individuals apply for the program and are placed on a waiting list.

WHEREAS, applicants are contacted when their name comes to the top of the list and a final eligibility determination is made at that time for program admission.

WHEREAS, the Waiting List was closed September 1, 2018 through December 31, 2018, due to the number of applications already on file.

WHEREAS, the Waiting List as of January 1, 2019 included 315 applicants with an average wait time of 2.3 years.

WHEREAS, the Housing Commission voted on January 8, 2019 in favor of keeping the Waiting List closed at least through July 31, 2019 in order to issue more vouchers and focus on serving existing participants.

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

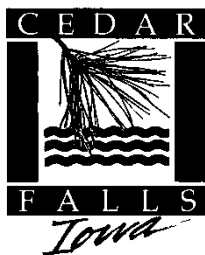
The Waiting List for the Housing Choice Voucher Program will remain closed through July 31, 2019. No new applications will be accepted during this time.

ADOPTED this _____ day of February, 2019.

Jim Brown, Mayor

ATTEST

Jacqueline Daniels, MMC, City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor James P. Brown and City Council
FROM: David Sturch, Planner III
DATE: January 31, 2019
SUBJECT: Iowa Highway 57/W. 1st Street
City/State Preconstruction Agreement Addendum
Agreement No. 2018-4-269A
DOT Project No. NHSX-057-2(29)--3H-07

The City of Cedar Falls is working with the Iowa Department of Transportation on the reconstruction of the W. 1st Street corridor from Hudson Road to Franklin/Center Street. The design and right of way acquisition phase of the project are in the final stages for the February 19, 2019 letting by the Iowa DOT. The project will improve the pavement condition, provide pedestrian access and mobility, upgrade the roadway geometry to current design standards, reduce conflicts with through traffic, improve access management and update the utility accommodations.

On November 7, 2018, the City Council approved a preconstruction agreement for the funding participation construction cost to be split 50-50 between the City and the DOT. As part of this project, the City received \$1,750,000 in Federal-aid for the project to be used for design, right of way and construction. The attached agreement is an addendum to the preconstruction agreement that allocates the remaining \$500,000 in Federal-aid for construction as part of the city's cost for the project.

The Community Development Department has reviewed this agreement. Staff recommends that the City Council approved and execute the attached Iowa Department of Transportation Addendum to the Preconstruction Agreement for the construction of Iowa Highway 57/W. 1st Street.

Please feel free to contact me with questions for for additional information.

xc: Stephanie Sheetz, Director, Community Development
Kevin Rogers, City Attorney

**IOWA DEPARTMENT OF TRANSPORTATION
Addendum to
Agreement No. 2018-4-269**

County	Black Hawk
City	Cedar Falls
Project No.	NHSX-057-2(29)--3H-07 (DOT) STP-057-2(28)--2C-07 (CITY)
Iowa DOT Addendum No.	2018-4-269A
Staff Action No.	

This Addendum, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and Cedar Falls, Iowa, a Local Public Agency, hereafter designated the "LPA" in accordance with Iowa Code Chapters 28E, 306, 306A and 313.4 and 761 Iowa Administrative Code Chapter 150 as applicable;

The DOT proposes to establish or make improvements to Iowa 57 within Black Hawk County, Iowa; and

The DOT and the LPA are willing to jointly participate in said project, in the manner hereinafter provided; and

The DOT and the LPA previously entered into the following agreement(s) for the above referenced project:

Agreement No. 2017-P-177 for Portland Cement Concrete (PCC) pavement grade and replace on Iowa 57 (West First Street) in Cedar Falls from Hudson Road to Franklin Street was executed by the DOT and LPA on August 21, 2017 and August 7, 2017 respectively; and

Agreement No. 2-16-STPU-006 for 1st Street (IA 57) reconstruction from Hudson Road to Franklin Street was executed by the DOT and LPA on October 9, 2017 and September 18, 2017 respectively; and

Agreement No. 2018-4-269 for Portland Cement Concrete (PCC) pavement grade and replace on Iowa 57 (West First Street) in Cedar Falls from Hudson Road to Franklin Street was executed by the DOT and LPA on November 20, 2018 and November 7, 2018 respectively; and

This Addendum reflects the current concept of this project which is subject to modification by mutual agreement between the LPA and the DOT.

Now, therefore, it is agreed as follows:

General Provisions

1. Subsequent to the execution of the above referenced Agreements, additional funding of \$1,750,000 was received in Federal-aid from the Iowa Northland Regional Council of Governments for the project and shall hereby be included as follows: The reimbursement to be received by the LPA for Division 1 cost (roadway construction) shall include the remaining Federal-aid of \$500,000 from programs administered by the Iowa Northland Regional Council of Governments. LPA acknowledges its local match obligation, which shall be paid in addition to the \$500,000 in Federal-aid described in this paragraph.

2. If the LPA has completed a Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the FIS is modified, amended or revised in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the modification, amendment or revision to the DOT. If the LPA does not have a detailed Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the LPA does adopt an FIS in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the FIS to the DOT.
3. The LPA will comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Iowa Code Chapter 216. No person will, on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which State funds are used.
4. It is the intent of both (all) parties that no third party beneficiaries be created by this Addendum.
5. If any section, provision, or part of this Addendum shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Addendum as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Addendum cannot be fulfilled.
6. All previously executed agreement(s) and or addendum(s) will remain in effect except as amended herein.
7. This Addendum may be executed in two counterparts, each of which so executed will be deemed to be an original.
8. This Addendum, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this project. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

December 2010

IN WITNESS WHEREOF, each of the parties hereto has executed Addendum No. 2018-4-269A as of the date shown opposite its signature below.

CITY OF CEDAR FALLS:

By: _____ Date _____, 20____.
Title: Mayor

I, _____, certify that I am the Clerk of the City, and that
_____, who signed said Addendum for and on behalf
of the City was duly authorized to execute the same on the ____ day of _____, 20____.

Signed: _____
City Clerk of Cedar Falls, Iowa.

IOWA DEPARTMENT OF TRANSPORTATION:

By: _____ Date _____, 20____.
E. Jon Ranney
District Engineer
District 2



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

TO: Mayor Brown and City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: January 28, 2019
SUBJECT: FY2020 Budget

Attached is the state required notice for the FY20 budget hearing. The rate on the notice is \$10.95. This rate will cause a .13% decrease on residential properties, a .2.41% decrease on commercial & industrial properties, and a 7.05% decrease on multi-residential properties.

The Code of Iowa requires that the City have a public hearing and I would request that the hearing be set for February 18, 2019.

If you have any questions, about the budget or the budget process, please feel free to contact me.

NOTICE OF PUBLIC HEARING BUDGET ESTIMATE

FISCAL YEAR BEGINNING JULY 1, 2019 - ENDING JUNE 30, 2020

City of **Cedar Falls**, Iowa

The City Council will conduct a public hearing on the proposed Budget at Cedar Falls City Hall, 220 Clay St

on 2/18/2019 at 7:00 pm
(Date) xx/xx/xx (hour)

The Budget Estimate Summary of proposed receipts and expenditures is shown below.

Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.

The estimated Total tax levy rate per \$1000 valuation on regular property \$ 10.95250

The estimated tax levy rate per \$1000 valuation on Agricultural land is \$ 3.00375

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

319-273-8600
phone number

Jennifer Rodenbeck, Director of Fin & Bus Op
City Clerk/Finance Officer's NAME

		Budget FY 2020	Re-estimated FY 2019	Actual FY 2018
		(a)	(b)	(c)
Revenues & Other Financing Sources				
Taxes Levied on Property	1	21,626,843	20,637,096	19,767,359
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	21,626,843	20,637,096	19,767,359
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	2,939,590	3,716,430	4,536,373
Other City Taxes	6	6,057,824	5,907,902	5,717,388
Licenses & Permits	7	984,000	1,010,592	1,304,319
Use of Money and Property	8	949,040	1,725,319	1,567,645
Intergovernmental	9	12,324,006	15,283,984	15,413,455
Charges for Fees & Service	10	14,050,550	13,055,878	12,810,524
Special Assessments	11	0	0	33,272
Miscellaneous	12	668,857	12,972,218	3,630,352
Other Financing Sources	13	2,892,000	3,113,542	65,850
Transfers In	14	10,605,160	12,361,035	11,617,549
Total Revenues and Other Sources	15	73,097,870	89,783,996	76,464,086
Expenditures & Other Financing Uses				
Public Safety	16	12,142,350	11,850,330	10,837,537
Public Works	17	13,973,620	13,272,121	12,845,677
Health and Social Services	18	213,440	24,220	124,208
Culture and Recreation	19	8,825,290	8,118,353	7,332,405
Community and Economic Development	20	2,696,130	2,595,760	2,427,269
General Government	21	5,679,930	5,075,103	3,910,067
Debt Service	22	1,177,640	1,951,995	1,542,453
Capital Projects	23	14,972,190	18,167,914	21,524,805
Total Government Activities Expenditures	24	59,680,590	61,055,796	60,544,421
Business Type / Enterprises	25	11,497,630	9,633,238	11,681,275
Total ALL Expenditures	26	71,178,220	70,689,034	72,225,696
Transfers Out	27	10,605,160	12,361,035	11,617,549
Total ALL Expenditures/Transfers Out	28	81,783,380	83,050,069	83,843,245
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-8,685,510	6,733,927	-7,379,159
Beginning Fund Balance July 1	30	97,450,564	90,716,637	98,095,796
Ending Fund Balance June 30	31	88,765,054	97,450,564	90,716,637



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: Karen Howard, Planning & Community Services Manager
DATE: January 31, 2019
SUBJECT: Setting a Public Hearing for Text Amendments to Section 29-160, CHN College Hill Neighborhood Overlay Zoning District

REQUEST: Zoning Ordinance Amendments
Section 29-160, CHN College Hill Neighborhood Overlay Zoning District
PETITIONER: Department of Community Development
LOCATION: College Hill Neighborhood Overlay Zoning District

PROPOSAL

As stated in the Comprehensive Plan, one of the long-term goals of the College Hill Neighborhood is to “spur local development of more mixed-use storefronts with apartment dwellings above,” and to “bring mixed-use commercial development between 21st and 22nd Street to link the “Upper Hill” and “Lower Hill” along College Street into a more cohesive, walkable retail area.” The Planning & Zoning Commission and the Community Development Department are recommending changes to the zoning ordinance to define and establish parking and design standards for mixed-use buildings in the College Hill Neighborhood Overlay Zoning District (CHN). The proposed changes to the Section 29-160, College Hill Neighborhood Overlay Zoning District will delete ambiguous language in the zoning ordinance that has created confusion about the parking requirements for buildings that have ground floor commercial uses and upper floor apartments. The intended goal of the proposed amendments is to create clear and objective standards in the code to facilitate consistent review and approval of mixed-use and multiple dwelling development in the College Hill Neighborhood Overlay District, specifically the College Hill Business District (area zoned C-3) and immediately adjacent higher density multiple dwelling districts (areas zoned R-3 and R-4). **These changes will not apply in other areas of the city or affect the remainder of the College Hill Neighborhood Overlay District, which is zoned for lower density residential development (R-2).**

BACKGROUND

The Planning and Zoning Commission has reviewed a number of mixed-use development plans in the College Hill Neighborhood in the past few years. Given ambiguity in the zoning ordinance, City staff has interpreted the principal use in a mixed-use building in the C-3 District to be the use located on the main floor or street level floor of the property. Upper floor

uses are considered secondary or incidental uses of the property. The code currently states that parking is not required for secondary, accessory residential uses. However, as the demand for higher density residential near the UNI campus in the College Hill neighborhood has increased, larger mixed-use buildings have been proposed than when these definitions of principal and secondary were originally written into the code. Therefore, there has been concern that a large number of apartments can be built without any private, off-street parking. The Commission requested that staff explore options to clarify the language in the College Hill Overlay District to provide clear direction on what is required for mixed-use buildings in the College Hill business district (the area zoned C-3). Defining what a mixed-use building is, removing ambiguous and conflicting language in the code, and updating the ordinance to address design standards for mixed-use buildings will provide for consistent review of applications, clarity for the public, and guidance for developers when they are designing new projects in the College Hill Neighborhood. Based on public input at the Planning and Zoning Commission meeting on December 12, the Commission also requested that for existing mixed-use buildings in the business district, upper floor residential uses remain exempt from parking requirements. Existing mixed-use buildings in the College Hill Business District are generally two stories in height, so this allowance will keep existing apartments conforming and maintain the option for conversion of second story space into residential dwellings for those few buildings where the upper floor space is currently underutilized.

ANALYSIS

In Section 29-160, College Hill Neighborhood Overlay Zoning District, there are specific parking standards that are listed for a number of land uses, including single-unit dwellings, two-unit dwellings (duplexes), multiple dwellings, boardinghouse/rooming house, and fraternity/sorority, but there is no standard for what is required in a commercial or mixed-use building. However, even though there is indication both in the Comprehensive Plan and in the code that mixed-use buildings are encouraged within the College Hill Business District, there is no “mixed-use” definition and there is ambiguous language about principal, secondary, and accessory uses. The language implies that upper floor uses within a “commercial use” are accessory or secondary uses and no on-site parking is required for such uses. Calling upper floor apartments in a multi-story building “accessory uses” seems counter-intuitive because they do not fall clearly into the definition of an accessory use, which is typically reserved for uses and structures that are subordinate to the main use of the property. In fact, the examples of accessory uses listed in the definition include parking and storage. The other term used in the code that refers to upper floor uses is “secondary.” However, the code does not include a definition of what a secondary use is, which has led to much speculation and interpretation, parsing of the zoning code language and frustration on the part of the public, developers, City staff and the Commission.

The common understanding of a mixed-use building is that it is a building that contains multiple principal uses in one building. There may also be accessory uses, such as parking and storage areas, within the building that serve the principal users of the building. These accessory uses should be carefully placed within the building so they contribute to the convenience and comfort of the businesses and residents, but do not detract from the pedestrian environment along the street.

While further study and refinement to parking standards in the zoning code is warranted, staff recommends adopting the following limited changes to the College Hill Overlay as an interim measure to provide clarity for the public and for property owners that want to move forward with

new buildings and improvements in the College Hill business district. Note: These changes will only apply in the College Hill Overlay District and will not change standards in the remainder of the city. In summary, Staff recommends:

- eliminating the confusing language about accessory and secondary use;
- adding a definition of a mixed-use building;
- Clearly stating the parking requirements for the uses within a mixed-use building. Staff recommends adding a requirement for upper floor residential dwellings within a mixed-use building at a ratio of 1 parking stall per bedroom, but not less than 1 parking stall per unit. This ensures that all unit sizes and bedrooms are treated the same and creates a simple calculation for the building as a whole. Staff is also recommending eliminating the visitor parking requirement. There are a considerable number of on and off-street public parking areas available for visitor and customer parking within one block of College Street. Since demand for visitor parking fluctuates, shared and strategically placed public parking is the most efficient way to meet this demand, rather than requiring it on each private lot.
- Add language to ensure that upper floor residential uses within existing mixed-use buildings remain exempt from parking requirements;
- For consistency purposes, staff recommends changing the parking requirement for Multiple Dwellings to match the proposed parking requirement for residential dwelling units within a mixed-use building. Note: This would only apply to areas zoned R-3 and R-4, since multiple dwelling buildings are not allowed in the remainder of the College Hill Overlay District, which is zoned R-2;
- Establishing minimum and maximum setbacks for mixed-use buildings to ensure a mainstreet character as envisioned for the College Hill Business District.
- Establishing building design standards for mixed-use buildings that address safe and prominent building entries, quality storefront design, and standards for high quality building materials and building articulation to match what is required for multiple dwellings within the College Hill Overlay.
- Some minor clean-up on the terms used for different types of dwellings to match Section 29-2, Definitions.

STAFF RECOMMENDATION

The Community Development Department recommends that the City Council set a date for public hearing regarding an ordinance amending Section 29-160, College Hill Neighborhood Overlay Zoning District, for February 18, 2019.

RESOLUTION NO. _____

RESOLUTION FIXING DATE OF HEARING ON PROPOSED
AMENDMENT TO CHAPTER 29, ZONING, CODE OF ORDINANCES
OF THE CITY OF CEDAR FALLS, IOWA, AND DIRECTING
PUBLICATION OF NOTICE OF SAID PUBLIC HEARING

WHEREAS, a proposal was submitted to the Cedar Falls Planning and Zoning Commission to amend the text of the zoning ordinance, specifically Section 29-160, the College Hill Neighborhood Overlay District, as described below, and

WHEREAS, said Commission has recommended approval of said change to the text of the zoning ordinance, and

WHEREAS, it is desired to submit the same for consideration to the City Council to have a public hearing on the same as provided by law;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that there shall be a public hearing on a proposal to amend Section 29-160, CHN, College Hill Neighborhood Overlay Zoning District, of Chapter Twenty-nine (29), Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, to define and establish standards for mixed-use buildings, and clarify certain other provisions related to parking requirements for mixed-use buildings and multiple dwelling buildings located in the College Hill Neighborhood Overlay Zoning District.

And that said public hearing shall be held on the 18th day of February, 2019, at 7:00 o'clock P.M., in the Council Chambers in the City Hall of the City of Cedar Falls, Iowa. The City Clerk is hereby authorized and directed to publish notice of said hearing the Waterloo-Cedar Falls Courier, said notice to be published at least seven (7) days prior to the hearing date.

INTRODUCED AND ADOPTED this 4th day of February, 2019.

James P. Brown, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM *Engineering Division*

TO: Honorable Mayor James P. Brown and City Council

FROM: Terra Ray, Engineer Technician II

DATE: January 29, 2019

SUBJECT: Ridgeway Avenue Reconstruction
Project Number BR-106-3172

The City of Cedar Falls is planning to reconstruct a portion of Ridgeway Avenue Chancellor Drive to Hwy 58. The project will require the acquisition of right of way and temporary easements along the corridor. Plans for the project shows the need for acquisitions from approximately four (4) properties.

Iowa law requires that the City Council hold a public hearing to authorize proceeding with the project, including the purchase of right of way. The public hearing offers an opportunity for the public, especially those from whom the easements will be purchased, to comment on the project.

We recommend that the Council schedule a Public Hearing for March 4, 2019, to be held at the regularly scheduled City Council meeting.

xc: Chase Schrage, Principal Engineer

**NOTICE OF PUBLIC HEARING ON A PROPOSAL TO UNDERTAKE A PUBLIC
IMPROVEMENT PROJECT FOR THE RIDGEWAY AVENUE RECONSTRUCTION PROJECT
AND TO AUTHORIZE ACQUISITION OF PRIVATE PROPERTY FOR SAID PROJECT**

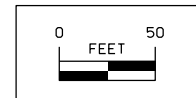
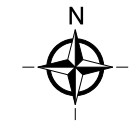
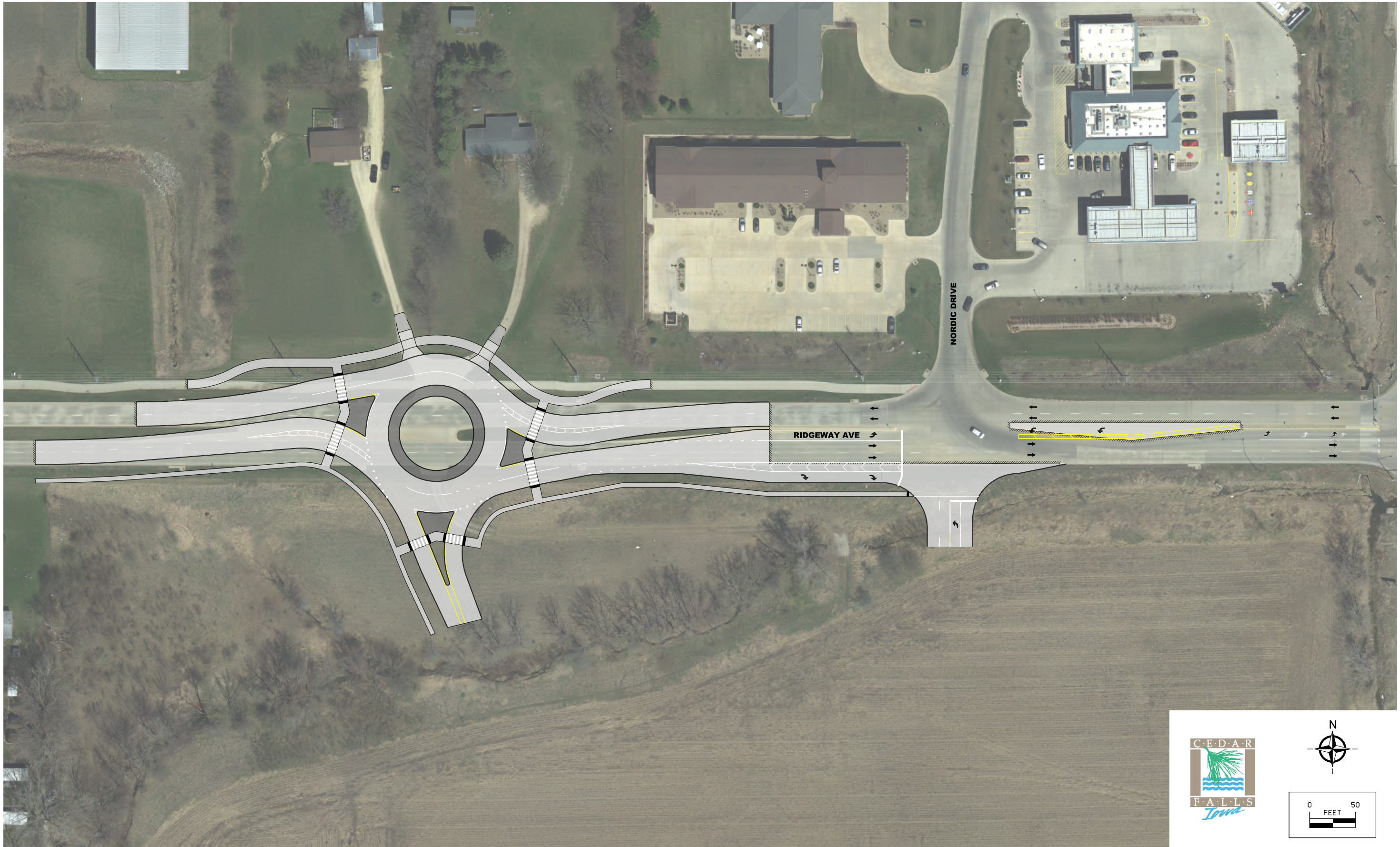
To Whom It May Concern:

NOTICE IS HEREBY GIVEN that on the 4th day of March, 2019, at 7:00 o'clock p.m. in the Council Chambers of the City Hall of the City of Cedar Falls, Iowa, 220 Clay Street, Cedar Falls, Iowa, a Public Hearing will be held by the City Council of said City on the proposal to undertake a public improvement project for the Ridgeway Avenue Reconstruction Project and to authorize acquisition of private property for the project.

Written objections to the proposal may be filed with City Clerk on or before the date of hearing, and all objections will be heard at the time of said hearing.

This notice is given by order of the City Council of the City of Cedar Falls, Iowa, on the 4th day of February, 2019.

Jacqueline Danielsen, MMC, City Clerk
City of Cedar Falls, Iowa



PROJECT NO: _____ DESIGNED BY: _____
PROJECT DATE: _____ CHECKED BY: _____
CAD DATE: 1/25/2019 2:13:18 PM DRAWN BY: _____
CAD FILE: c:\pw\workdir\pw\ie\td\0306870\30 Percent Displays_6B.dgn

NO	DATE	BY	REVISION DESCRIPTION



RIDGEWAY AVENUE IMPROVEMENTS - PHASE 1
CHANCELLOR DRIVE TO IA HWY 58
CITY OF CEDAR FALLS

PROJECT OVERVIEW
OPTION 6B

SHEET NO.
262