



**AGENDA  
CITY OF CEDAR FALLS, IOWA  
CITY COUNCIL MEETING  
MONDAY, JUNE 17, 2019  
7:00 PM AT CITY HALL**

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**Call to Order by the Mayor**

**Roll Call**

**Approval of Minutes**

1. Regular Meeting of June 3, 2019.

**Agenda Revisions**

**Special Order of Business**

2. Public hearing on proposed rezoning from R-3, Multiple Residence District, to C-2, Commercial District, of property located at 2600 Grove Street.
  - a) Receive and file proof of publication of notice of hearing. (Notice published June 7, 2019)
  - b) Written communications filed with the City Clerk.
  - c) Oral comments.
3. Pass an ordinance amending Section 26-118 of the Code of Ordinances by removing property located at 2600 Grove Street from the R-3, Multiple Residence District, and placing the same in the C-2, Commercial District, upon its first consideration.

**Old Business**

4. Pass Ordinance #2944, amending Chapter 2, Administration, and Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to updating terminology, in conjunction with the implementation of recommendations from the Downtown Parking Study, upon its third & final consideration.
5. Pass Ordinance #2945, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to establishing parking regulations, in conjunction with the implementation of recommendations from the Downtown Parking Study, upon its third & final consideration.
6. Pass Ordinance #2946, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances to be consistent with parking regulations being established, in conjunction with the implementation of recommendations from the Downtown Parking Study, upon its second consideration.

**New Business**

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

7. Approve the following recommendations of the Mayor relative to the appointment of members to Boards and Commissions:
  - a) Brian Hayes, Historic Preservation Commission, term ending 03/31/2022.
  - b) Michael Mahncke, Historic Preservation Commission, term ending 03/31/2022.

- c) Debra lehl, Utilities Board of Trustees, term ending 08/31/2025.
- d) Brooke Croshier-Sidebotham, Visitors & Tourism Board, term ending 07/01/2022.
- e) Amy Dutton, Visitors & Tourism Board, term ending 07/01/2022.
- f) Doug Johnson, Visitors & Tourism Board, term ending 07/01/2022.

- 8. Receive and file the Committee of the Whole minutes of June 3, 2019 relative to the following items:
  - a) Utilities Board of Trustees Interview - Debra lehl.
  - b) Grow Cedar Valley Update.
  - c) Monument Mailboxes.
  - d) Bills & Payroll.
- 9. Receive and file a communication from the Civil Service Commission relative to a certified list for the position of Equipment Mechanic.
- 10. Receive and file two Reports of Compensation Commissioners and Notices of Appraisalment of Damages and Time for Appeal, in conjunction with the West 1st Street Reconstruction Project.
- 11. Approve a request for street closures for the Sturgis Falls Half Marathon and 5K Run on June 30, 2019.
- 12. Approve the following applications for cigarette/tobacco/nicotine/vapor permits:
  - a) B & B West, 3105 Hudson Road.
  - b) Buzz Smoke & Vapor, 2125 College Street.
  - c) Dollar General Store, 2921 Center Street.
  - d) Hill Street News and Tobacco, 2217 College Street.
  - e) Prime Mart, 2728 Center Street.
  - f) The Smoking Dragon (f/k/a The Dragon's Cave), 2225 College Street.
- 13. Approve the following applications for beer permits and liquor licenses:
  - a) King Star, 2228 Lincoln Street, Class C beer & Class B native wine - renewal.
  - b) Hong Kong Chinese Restaurant, 6306 University Avenue, Special Class C liquor - renewal.
  - c) Applebee's Neighborhood Grill & Bar, 6301 University Avenue, Class C liquor - renewal.
  - d) Texas Roadhouse, 5715 University Avenue, Class C liquor - renewal.
  - e) Holiday Inn Express & Suites, 1614 Technology Parkway, Class C beer - new.
  - f) Famous Dave's, 6222 University Avenue, Class C liquor - new.

**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.)

- 14. Resolution approving and adopting the City's FY20 Appropriations Resolution.
- 15. Resolution approving and authorizing execution of an Engagement Letter with Eide Bailly, LLP to perform the audit of the City's FY19 financial statements and compliance with federal award programs.
- 16. Resolution naming official depositories for the City of Cedar Falls.
- 17. Resolution approving and authorizing execution of an Agreement for Textile Services with City Laundering Company relative to providing linen services.
- 18. Resolution approving and authorizing execution of an Administrative Services Agreement with Wellmark Blue Cross and Blue Shield relative to the City's FY20 Employee Health Plan.
- 19. Resolution approving a Stop Loss Policy with Wellmark, Inc. relative to the City's FY20 Employee Health Plan.
- 20. Resolution approving and authorizing execution of a Client Agreement with Express Scripts, Inc. relative to pharmacy benefit management services.



- [21.](#) Resolution approving and authorizing execution of a Client Authorization to Bind Coverage with Arthur J. Gallagher Risk Management Services, Inc. relative to FY20 insurance brokerage and risk management services.
- [22.](#) Resolution approving and adopting the City's FY20 Fee Schedule.
- [23.](#) Resolution approving and authorizing execution of a Memorandum of Agreement with Waterloo Convention & Visitors Bureau, Inc. relative to the preparation of a Visitor Guide.
- [24.](#) Resolution approving and accepting a Quit Claim Deed, in conjunction with the Ridgeway Avenue Reconstruction Project.
- [25.](#) Resolution approving and authorizing execution of Supplemental Agreement No. 8 to the Professional Service Agreement with Snyder & Associates, Inc. for 2019 Engineering Services relative to the Greenhill Road Extension Lighting Project.
- [26.](#) Resolution approving and adopting revised Bylaws for the Historic Preservation Commission.
- [27.](#) Resolution approving and accepting a Lien Notice and Special Promissory Note for property located at 1600 West 3rd Street relative to the Rental to Single Family Owner Conversion Incentive Program.
- [28.](#) Resolution approving and accepting a Lien Notice and Special Promissory Note for property located at 620 Tremont Street relative to the Rental to Single Family Owner Conversion Incentive Program.
- [29.](#) Resolution approving and authorizing execution of a Project Escrow Agreement with Greenhill Estates, Inc. relative to completion of public improvements at the Greenhill Road and Coneflower Parkway intersection.
- [30.](#) Resolution setting July 1, 2019 as the date of public hearing on a proposal to undertake a public improvement project for the Cyber Lane-2018 Street Construction Project and to authorize acquisition of private property for said project.
- [31.](#) Resolution receiving and filing, and setting July 1, 2019 as the date of public hearing on, the proposed plans, specifications, form of contract & estimate of cost for the South Main Street Parking Lot Project.
- [32.](#) Resolution setting July 1, 2019 as the date of public hearing to consider entering into a proposed Agreement for Private Development and to consider conveyance of certain city-owned real estate to Tjaden Properties, L.L.C.
- [33.](#) Resolution setting July 2, 2019 as the date of consultation and directing mailing of notice of consultation, and setting August 19, 2019 as the date of public hearing, directing publication of notice of hearing, directing the mailing of notice of hearing, and approving pre-annexation agreements for application for voluntary annexation of real estate to the City of Cedar Falls.
- [34.](#) Resolution appointing City Councilmember Susan deBuhr as a representative of the City of Cedar Falls for a Consultation with representatives of the Black Hawk County Board of Supervisors and the Cedar Falls Township Trustees relative to applications for voluntary annexation of certain real estate to the City of Cedar Falls.

## **Ordinances**

- [35.](#) Pass an ordinance amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to prohibiting parking on portions of Panther Lane, upon its first consideration.

## **Allow Bills and Payroll**

36. Allow Bills and Payroll of June 17, 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, JUNE 3, 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.

- 52342 - It was moved by Miller and seconded by deBuhr that the minutes of the Regular Meeting of May 20, 2019 be approved as presented and ordered of record. Motion carried unanimously.

Mayor Brown read a proclamation declaring June 2019 as Family Health and Fitness Month, and Luann Alemas and Rich Congdon commented.

- 52343 - City Clerk Danielsen announced that Item 36 was being removed from the Resolution Calendar.
- 52344 - Mayor Brown announced that in accordance with the public notice of May 24, 2019, this was the time and place for a public hearing on the proposed Agreement for Private Development and conveyance of certain city-owned real estate to Owen 5, L.L.C. It was then moved by Green and seconded by Blanford that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 52345 - The Mayor then asked if there were any written communications filed to the proposed agreement and conveyance. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Economic Development Coordinator Graham provided a brief explanation of the proposal. There being no one else present wishing to speak about the proposed agreement and conveyance, the Mayor declared the hearing closed and passed to the next order of business.
- 52346 - It was moved by Miller and seconded by Blanford that Resolution #21,553, approving and authorizing execution of an Agreement for Private Development and Minimum Assessment Agreement with Owen 5, L.L.C., and approving and authorizing execution of a Quit Claim Deed conveying title to certain city-owned real estate to Owen 5, L.L.C., be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,553 duly passed and adopted.
- 52347 - It was moved by Darrah and seconded by deBuhr that Ordinance #2940, amending Chapter 2, Administration, of the Code of Ordinances relative to reorganization of City operations, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor put the

question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Ordinance #2940 duly passed and adopted.

- 52348 - It was moved by Darrah and seconded by Green that Ordinance #2941, amending certain sections of the Code of Ordinances relative to the renaming of the Department of Municipal Operations and Programs to the Department of Public Works, in conjunction with the reorganization of City operations, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Ordinance #2941 duly passed and adopted.
- 52349 - It was moved by deBuhr and seconded by Blanford that Ordinance #2942, amending Chapter 15, Nuisances and Chapter 17, Parks and Recreation, of the Code of Ordinances relative to the renaming of the Public Works and Parks Division Manager to the Operations and Maintenance Division Manager, in conjunction with the reorganization of City operations, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Ordinance #2942 duly passed and adopted.
- 52350 - It was moved by Miller and seconded by Darrah that Ordinance #2943, amending certain sections of the Code of Ordinances to be in conformance with the Code of Iowa and consistent with current City operations, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Ordinance #2943 duly passed and adopted.
- 52351 - It was moved by Blanford and seconded by deBuhr that Ordinance #2944, amending Chapter 2, Administration, and Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to updating terminology, in conjunction with the implementation of recommendations from the Downtown Parking Study, be passed upon its second consideration. Following comments by Councilmembers Green, Miller, Kruse and Wieland, 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.
- 52352 - It was moved by Darrah and seconded by Blanford that Ordinance #2945, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to establishing parking regulations, in conjunction with the implementation of recommendations from the Downtown Parking Study, 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.

- 52353 - It was moved by Kruse and seconded by Blanford that the following items and recommendations on the Consent Calendar be received, filed and approved:

Approve the following recommendations of the Mayor relative to the appointment of members to Boards and Commissions:

- a) Kate Brennan Hall, Art & Culture Board, term ending 07/01/2023.
- b) Matthew Wilson, Art & Culture Board, term ending 07/01/2023.
- c) Lauren Finke, Art & Culture Board, term ending 07/01/2021.

Receive and file the Committee of the Whole minutes of May 20, 2019 relative to the following items:

- a) Downtown Parkade and Streetscape.
- b) Bills & Payroll.

Receive and file Departmental Monthly Reports of April 2019.

Approve the following special event related requests:

- a) Parking variances, College Hill Arts Festival, June 21-22, 2019.
- b) Street closures, Sturgis Falls Celebration, June 26-30, 2019.
- c) Parking variance, Teacher Festival, July 25, 2019.

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

- a) Bani's, 2128 College Street.
- b) Fareway Stores, 4900 South Main Street.
- c) Fareway Stores, 214 North Magnolia Drive.
- d) Murphy USA, 518 Brandilynn Boulevard.

Approve the following applications for beer permits and liquor licenses:

- a) Kwik Star, 2019 College Street, Class C beer & Class B wine - renewal.
- b) Kwik Star, 7500 Nordic Drive, Class C beer & Class B wine - renewal.
- c) Chuck E. Cheese's, 5911 University Avenue, Class B beer - renewal.
- d) Los Cabos Mexican Restaurant, 112-114 Main Street, Class C liquor & outdoor service - renewal.
- e) Montage, 222-224 Main Street, Class C liquor, Class B wine & outdoor service - renewal.
- f) The Other Place, 2214 College Street, Class C liquor - renewal.
- g) Target, 214 Viking Plaza Drive, Class E liquor - renewal.
- h) Amvets, 1934 Irving Street, Class A liquor & outdoor service - temporary expansion of outdoor service area. (June 15-16, 2019 & June 28-30, 2019)

Motion carried unanimously.

- 52354 - It was moved by Green and seconded by Wieland that the following resolutions be introduced and adopted:

Resolution #21,554, approving and authorizing execution of a Service Agreement with Praetorian Digital relative to Fire and EMS training.

Resolution #21,555, approving and authorizing designation of certain streets for operation of all-terrain vehicles.

Resolution #21,556, designating the dates and locations for the annual Sturgis Falls Celebration and Cedar Basin Jazz Festival Inc.

Resolution #21,557, approving and authorizing execution of a Memorandum of Understanding with the Black Hawk County Pheasants Forever & Quail Forever Chapter relative to the Youth Pollinator Habitat Project for the North Cedar Natural Reserve Project.

Resolution #21,558, approving and authorizing the expenditure of funds for the purchase of pavement sealing equipment.

Resolution #21,559, approving and accepting a Temporary Construction Easement, in conjunction with the Walnut Street Box Culvert Replacement - University Branch of Dry Run Creek Project.

Resolution #21,560, approving and accepting the contract and bond of Peterson Contractors, Inc. for the Walnut Street Box Culvert Replacement - University Branch of Dry Run Creek Project.

Resolution #21,561, approving and authorizing execution of Supplemental Agreement No. 6 to the Professional Service Agreement with Snyder & Associates, Inc. for 2019 Engineering Services relative to the Clay Street Park Water Quality Improvements Project.

Resolution #21,562, approving and authorizing Change Order No. 1 to the contract with Peterson Contractors, Inc. for the 2019 Street Construction Project.

Resolution #21,563, approving a Highway 20 Commercial Corridor Overlay Zoning District site plan for construction of a restaurant and convenience store/gas station/automobile service station to be located on Lot 2 of Gateway Business Park at Cedar Falls I.

Resolution #21,564, approving the preliminary plat of Replat of Lot 16 and Tract "B," West Viking Road Industrial Park Phase IV.

Resolution #21,565, approving the final plat of Replat of Lot 16 and Tract "B," West Viking Road Industrial Park Phase IV.

Resolution #21,566, approving and authorizing execution of Supplemental Agreement No.7 to the Professional Service Agreement with Snyder & Associates, Inc. relative to extension of 2019 Engineering Services.

Resolution #21,567, setting June 17, 2019 as the date of public hearing on the proposed rezoning from R-3, Multiple Unit Residential, to C-2, Commercial District, of property located at 2600 Grove Street.

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 #21,554 through #21,567 duly passed and adopted.

- 52355 - It was moved by Miller and seconded by deBuhr that Resolution #21,568, approving and adopting the City's FY20 Payroll Resolution, be adopted. Following a comment by Scott Dix, 7821 North Union Road, Janesville, 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 #21,568 duly passed and adopted.

- 52356 - It was moved by Blanford and seconded by Miller that Resolution #21,569, approving and adopting amendments to the City's Accounting Policies and Procedures and Purchasing Manual, be adopted.

It was then moved by Green and seconded by Blanford to amend the resolution to provide that Cedar Falls-owned businesses receive a contract if within 1% of lowest bid. Following questions by Councilmembers Miller and deBuhr, and responses by City Attorney Rogers and City Administrator Gaines, Councilmember Green withdrew his motion.

The Mayor then put the question on the original 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 #21,569 duly passed and adopted.

- 52357 - It was moved by Darrah and seconded by deBuhr that Resolution #21,570, approving and authorizing final acceptance of the Partial Demolition & Exterior Wall Rebuild of 4418 University Avenue, in conjunction with the University Avenue Reconstruction Project, Phase II, be adopted. Following a question by Penny Popp, 4805 South Main Street, and response by Community Development Director Sheetz, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Resolution #21,570 duly passed and adopted.

- 52358 - It was moved by Miller and seconded by Kruse that Resolution #21,571, approving and accepting the contract and bond of Lodge Construction, Inc. for the 100 Block Alley Reconstruction Project, be adopted. Following a question by Councilmember Wieland and response by City Attorney Rogers, 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 #21,571 duly passed and adopted.

- 52359 - It was moved by Darrah and seconded by Blanford that Resolution #21,572, approving and authorizing execution of a Transportation Services Agreement



- with Metropolitan Transit Authority (MET) for downtown shuttle services from June 6, 2019 thru August 31, 2019, be adopted. Following questions by Councilmembers Miller and Blanford, responses by City Administrator Gaines and appreciative comments by Community Main Street Director Carol Lilly, 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 #21,572 duly passed and adopted.
- 52360 - It was moved by Green and seconded by Blanford that Resolution #21,573, approving a College Hill Neighborhood Overlay Zoning District site plan for a mixed-use development at 2119 College Street, be adopted. Following comments and questions by Councilmembers Kruse and deBuhr, response by Community Services Manager Howard, and supportive comments by College Hill Partnership Executive Director Kathryn Sogard, and Jim Kearns, 3123 Cottonwood Lane, 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 #21,573 duly passed and adopted.
- 52361 - It was moved by deBuhr and seconded by Green that Resolution #21,574, approving a Mixed Use Zoning District site plan for a residential development on Lot 2, Pinnacle Ridge First Addition, be adopted. Following comments by Councilmember Green, 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 #21,574 duly passed and adopted.
- 52362 - It was moved by Kruse and seconded by Miller that Ordinance #2946, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances to be consistent with parking regulations being established, in conjunction with the implementation of recommendations from the Downtown Parking Study, be passed upon its first consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.
- 52363 - It was moved by deBuhr and seconded by Kruse that the bills and payroll of June 3, 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.
- 52364 - It was moved by Kruse and seconded by Miller that Residential Parking Permits in all residential zoned districts in the College Hill Overlay District be referred to the Committee of the Whole. Following questions and comments by Councilmembers deBuhr, Blanford, Kruse and Green, and response by Finance & Business Operations Director Rodenbeck, Councilmember Kruse withdrew his motion.

It was moved by Green and seconded by Kruse that permitting monument mailboxes with a provision for limited City liability be referred to the Committee of the Whole. Following a question by Councilmember deBuhr and response by Councilmember Green, the motion passed 5-2 with deBuhr and Wieland voting nay.

- 52365 - Councilmember Blanford spoke about the first Downtown Visioning meeting, expressed appreciation to Public Works staff, Americore group, Rotary Club and volunteers for a recent tree planting project, and wished the Mayor a Happy Birthday on behalf of City Council.

City Attorney Rogers responded to questions and comments by Councilmembers Miller, Wieland, Darrah and Green regarding the appearance of conflicts of interest due to business relationships between Planning & Zoning Commission members and developers.

Community Services Manager Howard announced on-going Downtown Visioning activities this week at the Cedar Falls Woman's Club.

- 52366 - Jim Skaine, 2215 Clay Street, commented on Ordinance #2824 regarding the 2014 reorganization of city operations.

Penny Popp, 4805 South Main Street, commented on sustainability and announced "A Practical Backyard Tour" on June 15th.

Community Development Director Sheetz responded to concerns expressed by Mary Jane McCollum, 807 West 2nd Street, and Councilmember Blanford regarding detours and traffic calming measures during the West 1st Street reconstruction.

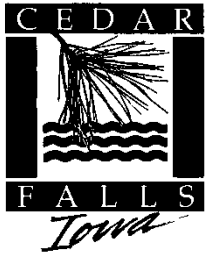
College Hill Partnership Executive Director Kathryn Sogard, 330 Columbia Circle, Waterloo, announced the College Hill Farmers Market on June 6th.

Cedar Falls Firefighters Local 1366 President Scott Dix, 7821 North Union Road, Janesville, read a statement expressing safety concerns with recent Public Safety Supervisor promotions. Fire Chief Bostwick, Public Safety Services Director Olson and Assistant Police Chief Berte provided clarification and responded to questions by Mayor Brown and Councilmembers Blanford, Kruse, Green and Miller.

- 52367 - It was moved by Kruse and seconded by Green that the meeting be adjourned at 8:32 P.M. Motion carried unanimously.

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Jacqueline Danielsen, MMC, City Clerk



## DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-273-8600  
Fax: 319-273-8610  
[www.cedarfalls.com](http://www.cedarfalls.com)

### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** Iris Lehmann, Planner II  
**DATE:** June 12, 2019  
**SUBJECT:** Rezoning Request – 2600 Grove Street

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**REQUEST:** Rezone property from R-3, Multiple Residence District to C-2, Commercial District. (Case #RZ19-004)

**PETITIONER:** City of Cedar Falls

**LOCATION:** 2600 Grove Street

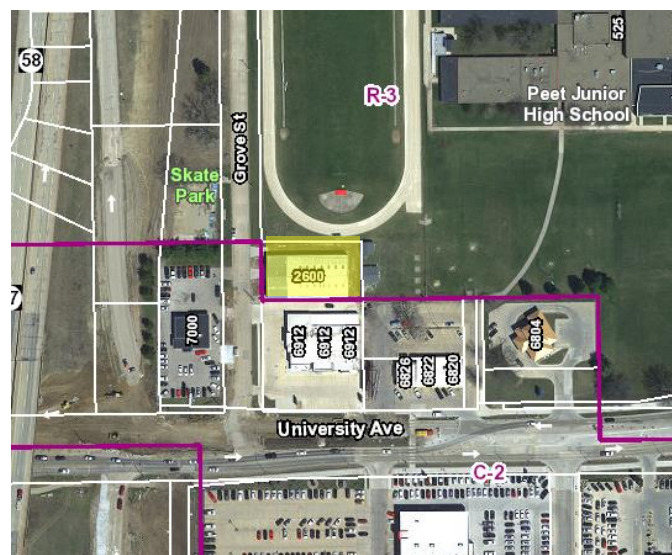
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### PROPOSAL

Through the review of a mobile merchant application, it was brought to City Staff's attention that the property at 2600 Grove Street was incorrectly zoned R-3, Multiple Residence District in 1970. To correct this mapping error staff is requesting to rezone this property to C-2, Commercial District.

### BACKGROUND

2600 Grove Street has been zoned R-3, Multiple Residence District since the adoption of the Zoning Ordinance in 1970. 2600 Grove Street is a pole frame metal warehouse built in 1969 that services the businesses at 6912 University Avenue located directly to the south. The C-2, Commercial district boundary follows this property's western and southern property lines. See map to the right, the purple lines indicate the zoning district boundaries and the property in question is shaded in yellow. The building is a non-conforming use under the R-3 zoning standards but would be a conforming use in C-2 zoning. As the use



was in place before the zoning boundaries were drawn in 1970, staff can only assume that an error was made when the boundaries of the districts were determined.

### ANALYSIS

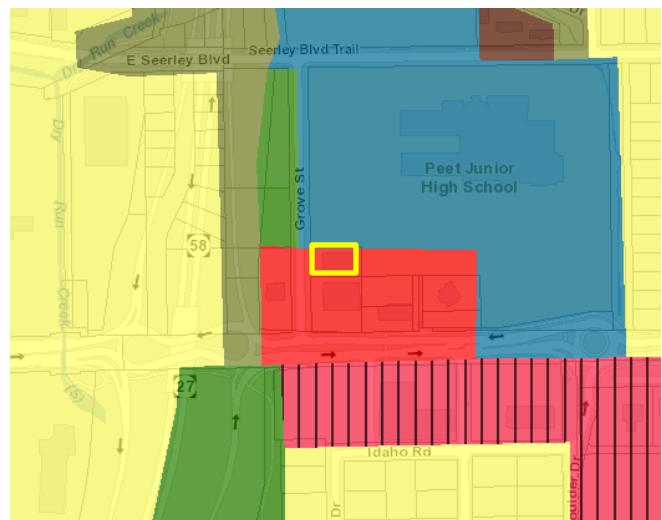
The R-3, Multiple Residence District is a zoning district meant for medium density residential development. This district also allows for religious, educational, or philanthropic institutions, hospitals, and private clubs. A pole frame metal warehouse servicing commercial uses does not fall into the intended uses of this district.

This 0.39 acre property has commercial development to the south and west. Peet Junior High School is directly north and east of this property. No portion of this parcel is located in the floodplain. There are no sensitive areas within this rezoning request.

Rezoning considerations normally involve evaluation of three main criteria:

- 1) *Is the rezoning request consistent with the Future Land Use Map and the Comprehensive Plan?*

Yes. The Future Land Use Map designates this property, outlined in yellow in the map to the right, as a “Commercial Corridor”, area shaded in red. This designation is consistent with a commercial zoning designation and the rezoning request to C-2.



- 2) *Is the property readily accessible to sanitary sewer service?*

Yes, all utilities are readily available to the site.

- 3) *Does the property have adequate roadway access?*

Yes, the property currently has access to Grove Street which can be accessed from either University Avenue or E Seerley Boulevard.

As part of the technical review of this proposal, Cedar Falls Utilities personnel, have no concerns with the proposed rezoning request.

A notice was mailed to property owners within 300 feet of the parcel under consideration on April 30, 2019 regarding this rezoning request. A notice for the May 22nd public hearing was published in the Courier on Wednesday, May 15th, 2019.

### STAFF RECOMMENDATION

The Planning and Zoning Commission and Staff recommend that City Council approve the request to rezone 2600 Grove Street from R-3, Multiple Residence District to C-2, Commercial District.

### PLANNING & ZONING COMMISSION

Introduction Planner Lehmann noted that staff is only introducing the item at this time and  
5/8/19 asks that comments are gathered and a date for public hearing be set for the next

meeting on May 22, 2019. There were no public comments.

Public  
Hearing  
and Vote  
5/22/19

Karen Howard presented the proposed zoning change at 2600 Grove Street. There were no public comments. The Planning and Zoning Commission felt that this request was a straight forward case. The rezoning request for 2600 Grove Street was approved unanimously.

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

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

AN ORDINANCE REPEALING SECTION 26-118,  
DISTRICT BOUNDARIES OF DIVISION I GENERALLY  
OF ARTICLE III DISTRICT AND DISTRICT  
REGULATIONS OF CHAPTER TWENTY-SIX (26)  
ZONING, OF THE CODE OF ORDINANCES, OF THE  
CITY OF CEDAR FALLS, IOWA, AND RE-ENACTING  
SAID SECTION 26-118 OF SAID ORDINANCE, AS  
AMENDED, SO AS TO APPLY AND INCLUDE THE  
CHANGE IN THE ZONING MAP OF THE CITY OF  
CEDAR FALLS, IOWA, AS PROVIDED BY THIS  
ORDINANCE

WHEREAS, the City Planning and Zoning Commission of the City of Cedar Falls, Iowa, finds that the rezoning is consistent with the adopted Comprehensive Plan of the City of Cedar Falls and therefore has recommended to the City Council of the City of Cedar Falls, Iowa, that 2600 Grove Street as described as follows shall be removed from R-3, Multiple Residence District and added to the C-2, Commercial District,

FAIRVALLEY ADDITION LOT 30

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 26-118, District Boundaries of Division I, Generally, of Article III, Districts and District Regulations, of Chapter Twenty-six (26), 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:

FAIRVALLEY ADDITION LOT 30

Be and the same is hereby removed from the R-3, Multiple Residence District and added to the C-2, Commercial 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 the C-2, Commercial 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 26-118, District Boundaries of Division I, Generally, of Article III, Districts and District Regulations, of Chapter Twenty-six (26), 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: \_\_\_\_\_

PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_

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

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

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

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

ATTEST:

\_\_\_\_\_  
Jacqueline Daniels, MMC, City Clerk



**ORDINANCE NO. 2944**

AN ORDINANCE (1) REPEALING SECTION 2-574, PARKING ENFORCEMENT AND ADMINISTRATION SECTION, OF DIVISION 4, PUBLIC RECORDS DIVISION, OF ARTICLE V, DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF A NEW SECTION 2-574, PARKING ENFORCEMENT AND ADMINISTRATION SECTION; AND (2) REPEALING SECTION 23-23, PENALTY FOR VIOLATION OF ARTICLE, OF DIVISION 1, GENERALLY, OF ARTICLE II, ADMINISTRATION AND OBEDIENCE, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF A NEW SECTION 23-23, PENALTY FOR VIOLATION OF ARTICLE.

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

1. *Section 1.* Section 2-574, Parking Enforcement and Administration Section, of Division 4, Public Records Division, of Article V, Administration, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 2-574, Parking Enforcement and Administration Section is enacted in lieu thereof, as follows:

**Sec. 2-574. - Parking enforcement and administration section.**

- (a) The parking enforcement and administration section of the public records division of the department of finance and business operations for the city is hereby created.
- (b) It shall be the duty of the parking enforcement and administration section of the public records division to provide a full range of parking enforcement and administration services dealing with parking enforcement equipment and other parking facilities, and related parking enforcement provisions.
- (c) The duties of the parking enforcement and administration section shall be as follows:
  - (1) To provide for enforcement and collection of all parking enforcement equipment locations and other parking facilities, and repair of equipment.
  - (2) Subject to the approval of the council, the city clerk shall appoint parking enforcement personnel on a full-time or part-time basis, to be compensated from parking enforcement and administration section funds.
  - (3) To maintain all parking enforcement equipment and other parking facilities and related administration records, and handle all parking receipts and disbursements.
  - (4) To enforce and administer all of the provisions of division 2, parking enforcement districts, equipment, operations and facilities, of article IV, stopping, standing and parking, of chapter 23, traffic and motor vehicles, and any other duties and responsibilities assigned to said section by the director of finance and business operations or the city council.

(Code 2017, § 2-375; Ord. No. 2825, § 1, 6-23-2014)

2. *Section 2.* Section 23-23, Penalty for Violation of Article, of Division 1, Generally, of Article II, Administration and Obedience, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 23-23, Penalty for Violation of Article, is enacted in lieu thereof, as follows:

**Sec. 23-23. Penalty for violation of article.**

- (a) It is a simple misdemeanor for any person to do any act forbidden or to fail to perform any act required by any of the provisions of this chapter.
- (b) Every person convicted of a simple misdemeanor for a violation of any of the provisions of this chapter for which another penalty is not provided shall be punished as provided in section 1-8.
- (c) The department of public works shall post signs informing motorists that the scheduled fine for committing a moving traffic violation on a road construction zone is doubled or is \$100.00, whichever is less. Notwithstanding subsections (a) and (b) of this section, the scheduled fine for any moving traffic violation provided in this chapter shall be doubled or shall be set at \$100.00, whichever is less, if the violation occurs within a road construction zone as defined in section 23-2.

(Code 2017, § 26-31; Ord. No. 1943, § 23, 5-13-1991; Ord. No. 2036, § 2, 11-22-1993)

INTRODUCED: \_\_\_\_\_ May 20, 2019  
PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_ May 20, 2019  
PASSED 2<sup>ND</sup> CONSIDERATION: \_\_\_\_\_ June 3, 2019  
PASSED 3<sup>RD</sup> CONSIDERATION: \_\_\_\_\_  
ADOPTED: \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
Jacqueline Daniels, MMC, City Clerk

## **ORDINANCE NO. 2945**

AN ORDINANCE **(1)** REPEALING ARTICLE I, IN GENERAL, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF NEW ARTICLE I, IN GENERAL; AND **(2)** REPEALING ARTICLE IV, STANDING, STOPPING AND PARKING, INCLUDING DIVISION 1, GENERALLY, AND DIVISION 2, PARKING METERS AND OTHER PARKING FACILITIES, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF NEW ARTICLE IV STANDING, STOPPING AND PARKING, INCLUDING NEW DIVISION 1, GENERALLY, AND NEW DIVISION 2, PARKING ENFORCEMENT DISTRICTS, EQUIPMENT, OPERATIONS AND FACILITIES; AND **(3)** CONFORMING TITLES TO SUBSECTIONS, SECTIONS, DIVISIONS, AND ARTICLES ACCORDINGLY. .

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

*Section 1.* Article I, In General, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Article 1, In General, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, is enacted in lieu thereof, as follows:

### **Sec. 23-1. Purpose of chapter.**

The purpose of this chapter is to regulate traffic and the use of the streets of the city, and to provide for the enforcement of the traffic regulations.

(Code 2017, § 26-2)

### **Sec. 23-2. Definitions.**

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

*Alley* means a thoroughfare laid out, established and platted as such by the council.

*All-terrain vehicle* means a motor vehicle designed to travel on three or more wheels and designed primarily for off-road recreational use but not including farm tractors or equipment, construction equipment, forestry vehicles, or lawn and grounds maintenance vehicles.

*Authorized emergency vehicle* means vehicles of the fire operations division, police vehicles, ambulances and emergency vehicles owned by the United States, this state or any subdivision of this state or any municipality therein, and such privately owned ambulances, rescue or disaster vehicles as are designated or authorized by the director of transportation under Iowa Code § 321.451.

*Bicycle* means either of the following:

- (1) A device having two wheels and having at least one saddle or seat for the use of a rider which is propelled by human power; or
- (2) A device having two or three wheels with fully-operable pedals and an electric motor of less than 750 watts (one horsepower), whose maximum speed on a paved level surface, when powered solely by such a motor while ridden, is less than 20 miles per hour.

*Business district* means the territory contiguous to and including a street or highway when 50 percent or more of the frontage thereon for a distance of 300 feet or more is occupied by buildings in use for business.

*Crosswalk* means that portion of a roadway ordinarily included within the prolongation or connection of the lateral lines of sidewalks at intersections, or any portion of a roadway distinctly indicated for pedestrian crossing by lines or other markings on the surface.

*Curb loading zone* means a space adjacent to a curb or reserved for the exclusive use of vehicles during the loading or unloading of passengers or materials.

*Driver's license* means any license or permit issued to a person to operate a motor vehicle on the streets of this city or on the highways of this state, including, but not limited to, a temporary restricted or temporary license or intermediate license and an instruction, chauffer's instruction, commercial driver's instruction, or temporary permit.

*Electric personal assistive mobility device* means a self-balancing, non-tandem two-wheeled device powered by an electric propulsion system that averages 750 watts and is designed to transport one person, with a maximum speed on a paved level surface of less than 20 miles per hour. The maximum speed shall be calculated based on operation of the device by a person who weighs 170 pounds when the device is powered solely by the electric propulsion system. The term "electric personal assistive mobility device" does not include an assistive device as defined in Iowa Code § 216E.1.

*Farm tractor* means every motor vehicle designed and used primarily as a farm implement for drawing plows, mowing machines and other implements of husbandry.

*Frontage occupied by the building* means the linear measure of the plot of ground upon which the building is located abutting upon the street or highway.

*Frontage on a highway for a distance of 300 feet or more* means the total frontage on both sides of the highway for such distance.

*Intersection* means the area embraced within the prolongation or connection of the lateral curb lines, or, if none, then the lateral boundary lines of the roadways of two streets or highways which join one another at, or approximately at, right angles, or the area within which vehicles traveling upon different streets or highways joining at any other angle may come in conflict.

*Laned highway* means a highway, the roadway of which is divided into three or more clearly marked lanes for vehicular traffic.

*Light delivery truck, panel delivery truck or pickup* means any motor vehicle designed to carry merchandise or freight of any kind not to exceed 2,000 pounds.

*Motor truck* means every motor vehicle designed primarily for carrying livestock, merchandise, freight of any kind or over nine persons as passengers.

*Motor vehicle* means every vehicle which is self-propelled and not operated upon rails.

*Motorcycle* means every motor vehicle having a saddle or seat for the use of the rider and designed to travel on not more than three wheels in contact with the ground, including a motor scooter, but excluding a tractor, an autocycle and a motorized bicycle.

*Motorized bicycle* means a motor vehicle having a saddle or a seat for the use of a rider designed to travel on not more than three wheels in contact with the ground and not capable of operating at a speed in excess of 39 miles per hour on level ground unassisted by human power.

*New car* means a car which has not been sold at retail, as the term "at retail" is defined in Iowa Code ch. 322.

*Nonresident* means every person who is not a resident of the state.

*Official traffic control devices* means all signs, signals, markings and devices not inconsistent with this chapter placed or erected by authority of a public body or official having jurisdiction, for the purpose of regulating, warning or guiding traffic.

*Official traffic control signal* means any device, whether manually, electrically or mechanically operated, by which traffic is alternately directed to stop and to proceed.

*Operator or driver* means every person who is in actual physical control of a motor vehicle upon a street or highway.

*Owner* means a person who holds the legal title of a vehicle, or, if a vehicle is the subject of a security agreement with an immediate right of possession vested in the debtor, then such debtor shall be deemed the owner. *Park* means the standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading.

*Parking enforcement personnel* means a parking attendant, police officer, public safety officer, code enforcement personnel or any other person designated by the city council.

*Pedestrian* means any person afoot.

*Period of a periodic quantity* means the smallest increment of time for the function to repeat itself.

*Person* means every natural person, firm, copartnership, association or corporation. Where the term "person" is used in connection with the registration of a motor vehicle, it shall include any corporation, association, copartnership, company, firm or other aggregation of individuals which owns or controls such motor vehicle as actual owner or for the purpose of sale or for renting, whether as agent, salesman or otherwise.

*Police officer* means every officer of the city police operations division or any officer authorized to direct or regulate traffic or make arrests for violations of traffic regulations.

*Private road or driveway* means every way or place in private ownership and used for vehicular travel by the owner and those having expressed or implied permission from the owner but not by other persons.

*Railroad* means a carrier of persons or property upon cars operated upon stationary rails.

*Railroad sign or signal* means any sign, signal or device erected by authority of a public body or official or by a railroad and intended to give notice of the presence of railroad tracks or the approach of a railroad train.

*Railroad train* means an engine or locomotive with or without cars coupled thereto, operated upon rails.

*Residence district* means the territory within the city contiguous to and including a street or highway, not comprising a business, suburban or school district, where 40 percent or more of the frontage on such street or highway for a distance of 300 feet or more is occupied by dwellings, or by dwellings and buildings in use for business.

*Right-of-way* means the privilege of the immediate use of the street or highway.

*Road construction zone* means the portion of a street or highway which is identified by posted or moving signs as the site of construction, maintenance, survey, or utility work. The zone starts upon meeting the first sign identifying the zone and continues until a posted or moving sign indicates that the construction zone has ended.

*Road tractor* means every motor vehicle designed and used for drawing other vehicles and not so constructed as to carry any load thereon, either independently or any part of the weight of a vehicle or load so drawn.

*Roadway* means that portion of a highway or street improved, designed or ordinarily used for vehicular travel.

*Safety zone* means the area or space officially set apart within a roadway for the exclusive use of pedestrians and which is protected or so marked or indicated by adequate signs as to be plainly visible at all times while set apart as a safety zone.

*School bus* means every vehicle operated for the transportation of children to or from school, except vehicles which are:

- (1) Privately owned and not operated for compensation;
- (2) Used exclusively in the transportation of the children in the immediate family of the driver;
- (3) Operated by a municipally or privately owned urban transit company for the transportation of children as part of or in addition to its regularly scheduled service; or
- (4) Designed to carry not more than nine persons as passengers, are either school-owned or privately owned, and are used to transport pupils to activity events in which the pupils are participants or used to transport pupils to their homes in case of illness or other emergency situations. The vehicles operated under the provisions of this subsection (4) shall be operated by employees of the school district who are specifically approved by the local superintendent of schools for the assignment.

*School district* means the territory contiguous to and including a street or highway for a distance of 200 feet in all directions from a schoolhouse in the city.

*Semitrailer* means every vehicle without motive power designed for carrying persons or property and for being drawn by a motor vehicle, and so constructed that some part of its weight and that of its load rests upon or is carried by another vehicle. Whenever the term "trailer" is used, it shall be construed to also include the term "semitrailer." A semitrailer shall be considered in this chapter separately from its power unit.

*Sidewalk* means that portion of a street between the curb lines, or the lateral lines of a roadway, and the adjacent property lines, intended for the use of pedestrians.

*Special mobile equipment* means every vehicle not designed or used primarily for the transportation of persons or property and incidentally operated or moved over the highways, including trailers and bulk spreaders which are not self-propelled having a gross weight of not more than six tons used for the transportation of fertilizers and chemicals used for farm crop production, and other equipment used primarily for the application of fertilizers and chemicals in farm fields or for farm storage, but not including trucks mounted with applicators of such products, road construction or maintenance machinery and ditch digging apparatus. The enumeration in this subsection shall be deemed partial and shall not operate to exclude other such vehicles which are within the general terms of the subsection; provided that nothing contained in this subsection shall be construed to include portable mills or corn shellers mounted upon a motor vehicle or semitrailer.

*Stop* means a complete cessation of movement.

*Stop, stopping or standing* means any stopping or standing of a vehicle whether occupied or not except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or a traffic control sign or signal.

*Street* or *highway* means the entire width between the property lines of every way or place, of whatever nature, when any part thereof is open to the use of the public, as a matter of right, for purposes of vehicular traffic.

*Suburban district* means all parts of the city not included in the business, school or residence district.

*Through street* or *through highway* means every street or highway or portion thereof at the entrances to which vehicular traffic from intersecting streets and highways is required by law to stop before entering or crossing the street or highway, and when stop signs are erected as provided in this chapter or such entrances are controlled by a police officer or traffic control signal. The term "arterial" shall be synonymous with the term "through" or "thru" when applied to streets and highways.

*Traffic* means pedestrians, ridden or herded animals, vehicles and other conveyances, either singly or together, while using any street or highway for purposes of travel.

*Trailer* means every vehicle without motive power designed for carrying persons or property and for being drawn by motor vehicles, and so constructed that no part of its weight rests upon the towing vehicle.

*Trailer coach* means either a trailer or semitrailer designed for carrying persons.

*Truck tractor* means every motor vehicle designed and used primarily for drawing other vehicles and not so constructed as to carry a load other than a part of the weight of the vehicle and load so drawn. However, a truck tractor may have a box, deck, or plate for carrying freight, mounted on the frame behind the cab, and forward of the fifth-wheel connection point.

*Used motor vehicle* or *secondhand motor vehicle* means any motor vehicle of a type subject to registration under the laws of this state which has been sold at retail, as the term "at retail" is defined in Iowa Code ch. 322, and previously registered in this or any other state.

*Vehicle.*

- (1) The term "vehicle" means every device in, upon or by which any person or property is or may be transported or drawn upon a highway.
- (2) The term "vehicle" does not include:
  - a. Any device moved by human power.
  - b. Any device used exclusively upon stationary rails or tracks.
  - c. Any steering axle, dolly, auxiliary axle, or other integral part of another vehicle which in and of itself is incapable of commercially transporting any person or property but is used primarily to support another vehicle.
  - d. Any integral part of a truck tractor or road tractor which is mounted on the frame of the truck tractor or road tractor immediately behind the cab and which may be used to transport persons and property but which cannot be drawn upon the highway by the truck tractor or another motor vehicle.

(Code 2017, § 26-3; Ord. No. 1943, § 1, 5-13-1991; Ord. No. 2036, § 1, 11-22-1993; Ord. No. 2618, §§ 1, 2, 2-26-2007)

**Section 2.** Article IV, Standing, Stopping and Parking, including Division 1, Generally, and Division 2, Parking Meters and Other Parking Facilities, of Chapter 23, Traffic and Motor Vehicles, of The Code of Ordinances of The City of Cedar Falls, Iowa, is hereby repealed in its entirety, and a new Article IV, Standing, Stopping And Parking, including new Division 1, Generally, and New Division 2, Parking Enforcement Districts, Equipment,



Operations and Facilities of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, is enacted in lieu thereof, as follows:

#### **ARTICLE IV. STOPPING, STANDING AND PARKING**

##### ***DIVISION 1. GENERALLY***

##### **Sec. 23-356. Fines for parking violations.**

Except as otherwise provided in this article or by state law, the fine for a violation of this article shall be \$10.00, payable to the city. If said fine is not paid within 30 days from the date of the notice of the violation, the fine shall be increased to \$15.00.

(Code 2017, § 26-251; Ord. No. 1922, § 5, 11-26-1990; Ord. No. 2035, § 1, 11-22-1993; Ord. No. 2057, § 1, 5-23-1994; Ord. No. 2445, § 1, 8-25-2003)

##### **Sec. 23-357. Notice of parking violation.**

The parking enforcement personnel of the city shall attach to the vehicles in violation of this article a notice to the owner or operator thereof stating that such vehicle has been parked in violation of this article and informing the owner or operator of the amount of the fine, how the fine may be paid, and the penalty for failure to pay the fine within the time required in section 23-356.

(Code 2017, § 26-252; Ord. No. 2705, § 1, 2-22-2010)

##### **Sec. 23-358. Presumption regarding responsibility for illegal parking.**

In any proceeding charging any violation of any law or regulation governing the standing or parking of a vehicle, proof that a particular vehicle described in the information was parked in violation of any such law or regulation, together with proof that the defendant named in the information was at the time of such parking the registered owner of such vehicle, shall constitute in evidence a prima facie presumption that the registered owner of such vehicle was the person who parked or placed such vehicle at the point where, and for the time during which, such violation occurred.

(Code 2017, § 26-253)

##### **Sec. 23-359. Impoundment or immobilization of vehicles.**

- (a) *Impoundment of vehicles.* Parking enforcement personnel are hereby authorized to impound, that is, to remove, or have removed, a vehicle from a street, public alley, bridge, highway, municipally owned or controlled parking lot, facility or parking space, in the event of a violation of section 23-389, from private property, to a place of safety designated by the city whenever any such vehicle is parked in violation of this article.
- (b) *Immobilization of vehicles.* As an alternative to impoundment under subsection (a) of this section, parking enforcement personnel are hereby authorized to immobilize a vehicle on a street, public alley, bridge, highway, municipally owned or controlled parking lot, facility or parking space, in the event of a violation of section 23-389, on private property, whenever any such vehicle is parked in violation of this article.

- (c) *Payment.* In addition to the penalty provided in this chapter, the owner or operator of any vehicle impounded or immobilized for violation of any of the provisions of this article shall be required to pay for all outstanding penalties, fines and fees owed for all parking citations, plus either all towing, storage and impoundment fees, or all immobilization fees, together with all administrative fees.
- (d) *Impoundment or immobilization for accumulated parking violations.*
- (1) Whenever it is determined that any vehicle has accumulated unpaid parking violations with fines totaling \$30.00 or more, as defined in this Code, then, until such time as all fines for such accumulated parking violations have been paid, such vehicle may be either impounded, or, in the alternative, immobilized by installing a device which clamps and locks onto the wheel and impedes vehicle movement, subject to the following conditions:
    - a. Impoundment or immobilization shall occur only after notice and opportunity for an administrative hearing is sent to the last known registered owner of such motor vehicle.
    - b. Notice shall consist of the following: Written notification by first class mail to the last known address of the registered owner, stating the license number of the vehicle; the owner's name; and a brief description of the parking tickets issued to such vehicle. Said notice shall also state that the registered owner has the right to request an administrative hearing before impoundment or immobilization, if such request is made within ten days of the date of mailing of the notice; that the hearing shall determine the merits of whether to impound or immobilize such motor vehicle for unpaid parking violations; that failure to request a hearing in a timely manner, or failure to appear at such hearing, shall constitute a waiver of the right to a hearing; and that the owner shall be responsible for all charges and costs incurred in impounding or immobilizing such vehicle.
    - c. A request for an administrative hearing must be made in writing to the city clerk or the city clerk's designee. The request shall be reviewed to determine whether to impound or immobilize, as the case may be, the motor vehicle for unpaid parking violations.
    - d. The hearing shall be conducted before the police chief of the city or the police chief's designee, and shall be limited to a determination of whether such vehicle should be impounded or immobilized, as the case may be, for unpaid parking tickets. The owner may at that time pay for all outstanding fines for parking tickets.
    - e. Should the police chief or the police chief's designee determine that the vehicle shall be impounded or immobilized, as the case may be, said police chief or designee shall notify the owner, either orally at the conclusion of the hearing or by letter; however, no such notice need be given should the owner or a designated representative of the owner fail to appear at such hearing.
    - f. After the vehicle has been impounded or immobilized, the city shall notify the last known registered owner of such vehicle thereof, by certified mail if the name and address of such owner can be ascertained with reasonable diligence, unless the owner or operator has appeared and has made claim to the seized vehicle.
  - (2) Any vehicle that remains immobilized for a consecutive period of 48 hours or more, shall be subject to towing and impoundment as provided in this section.
  - (3) Any vehicle that is immobilized pursuant to this section shall not be issued any parking citations for the period during which the vehicle remains immobilized.
  - (4) It shall be unlawful for any person to remove or attempt to remove an immobilization device which has been attached to any vehicle as provided in this section, to damage the device, or to move the vehicle with the device attached. No person other than a member of the police operations division, a parking meter attendant, or their designees, shall remove the immobilization device.
  - (5) No vehicle shall be impounded by towing or immobilized, unless such vehicle is on a public street or other publicly owned or leased property, or, in the event of a violation of section 23-389, is on private property.

- a. Entrance into impounded or immobilized vehicles. If it is necessary to enter a locked or unlocked vehicle in order to impound or immobilize such vehicle, such entrance must be made in the presence of a police officer. The police officer shall conduct such search of such vehicle as said officer deems necessary to protect the contents thereof. However, such search need not be a complete inventory of the contents of the vehicle.
- b. Release of impounded or immobilized vehicles.
  - 1. The registered owner or operator may reclaim any vehicle impounded or immobilized pursuant to the provisions herein by appearing before the police chief or the police chief's designee. At such time, the owner or the operator shall sign a certificate that he is the registered owner or operator of the impounded or immobilized vehicle, and at that time shall pay for all outstanding parking tickets, together with all costs of towing, storage and impoundment, or of immobilization, as the case may be. All charges and costs incurred in impounding the vehicle will be paid by the registered owner or operator to the towing service.
  - 2. It shall be unlawful for any person to reclaim any vehicle impounded or immobilized pursuant to the provisions herein, contrary to the procedure set forth in this section.
- (e) *Charges.* The charges for impoundment and immobilization shall be established by resolution adopted by the city council from time to time.
- (f) *Penalty for violations.* Any violation of the provisions of this section shall constitute a municipal infraction, and shall be punished as provided in section 1-9.

(Code 2017, § 26-254; Ord. No. 2705, § 2, 2-22-2010; Ord. No. 2813, § 1, 5-27-2014)

#### **Sec. 23-360. Driver's responsibility when leaving motor vehicle unattended.**

A person driving or in charge of a motor vehicle shall not permit the vehicle to stand unattended upon any perceptible grade without effectively setting the brake and turning the front wheels to the curb or side of the street or highway

(Code 2017, § 26-255)

#### **Sec. 23-361. Lights on parked vehicles.**

- (a) Whenever a vehicle is lawfully parked at nighttime upon any street within a business or residence district, no light need be displayed upon such parked vehicle.
- (b) Whenever a vehicle is parked upon a street outside of a business or residence district during the hours between one-half hour after sunset and one-half hour before sunrise, such vehicle shall be equipped with one or more lamps, which shall exhibit a white light on the roadway side which shall be visible from a distance of 500 feet to the front of the vehicle and a red light visible from a distance of 500 feet to the rear.
- (c) Any lighted headlamps upon a parked vehicle shall be depressed or dimmed.
- (d) The provisions of this section requiring the exhibition of a light shall not apply when an accident extinguishes the light and renders a vehicle incapable of use, and when the person in control of the vehicle erects, at the earliest opportunity after the accident, such proper light at or near the vehicle as will give warning of the presence of the vehicle.

(Code 2017, § 26-256)

**Sec. 23-362.     Parking not to obstruct traffic.**

No person shall park any vehicle upon a street, other than an alley, in such a manner or under such conditions as to leave available less than ten feet of the width of the roadway for free movement of vehicular traffic.

(Code 2017, § 26-257)

**Sec. 23-363.     Manner of parallel parking.**

No person shall stand or park a vehicle in a street in any manner other than in the direction of the lawful traffic movement and with both wheels on one side of such vehicle parallel to and within 18 inches of the curb or edge of the street. Where individual stalls are designated by sign or line or marker, it shall be unlawful to park any vehicle across any line or marker of a particular parking space or in such position that the vehicle is not entirely within the area designated by such lines or markers.

(Code 2017, § 26-258)

**Sec. 23-364.     Designation of streets for angle parking.**

- (a) The council shall determine upon which streets angle parking shall be permitted and shall mark or sign such streets, but such angle parking shall not be indicated upon a federal aid or state highway within the city unless the state department of transportation has determined, by resolution or order entered in its minutes, that the roadway is of sufficient width to permit angle parking without interfering with the free movement of traffic.
- (b) Angle parking shall not be indicated or permitted at any place where passing traffic would thereby be caused or required to drive upon the left side of the street.

(Code 2017, § 26-259)

**Sec. 23-365.     Obedience to angle parking signs or markers.**

Upon those streets which have been designated for angle parking, no person shall park or stand a vehicle other than at the angle to the curb or edge of the roadway indicated by such signs or markings.

(Code 2017, § 26-260)

**Sec. 23-366.     Parking prohibited in specified places.**

- (a) No person shall stop, stand or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with the law or the directions of a police officer or traffic control device, in any of the following places:
  - (1) On a sidewalk.
  - (2) In front of a public or private driveway.
  - (3) Within an intersection.
  - (4) Within five feet of a fire hydrant.
  - (5) On a crosswalk.

- (6) Within ten feet upon the approach to any flashing beacon, stop sign or traffic control signal located at the side of a roadway.
  - (7) Between a safety zone and the adjacent curb or within ten feet of points on the curb immediately opposite the ends of a safety zone, unless the traffic division has indicated a different length by signs or markings.
  - (8) Within 50 feet of the nearest rail or a railroad crossing, except when parked parallel with such rail and not exhibiting a red light.
  - (9) Within 20 feet of the driveway entrance of any fire station, and on the side of a street opposite the entrance to any fire station, within 75 feet of such entrance, only when properly signposted.
  - (10) Alongside or opposite any street excavation or obstruction when stopping, standing or parking would obstruct traffic.
  - (11) On the roadway side of any vehicle stopped or parked at the edge or curb of a street.
  - (12) Upon any bridge or other elevated structure upon a highway or within a highway tunnel.
  - (13) At any place where official signs prohibit stopping or parking.
  - (14) Upon any street within the corporate limits of the city when parking is prohibited by a general ordinance of uniform application relating to the removal of snow and ice from the streets.
  - (15) In front of a curb cut or ramp which is located on public or private property, in a manner which blocks access to the curb cut or ramp.
  - (16) On that part of any street in the city between the curb line, if there be a curb, and the sidewalk line of the abutting property, nor shall any vehicle be parked on that part of any street not having a curb between the edge of the traveled portion of such street and the sidewalk line of the abutting property.
  - (17) On any street, municipally owned or controlled parking lot, facility or space in the city for a continuous period of more than 48 hours. A vehicle in violation of this subsection shall constitute a nuisance to be abated as provided by law, or parking enforcement personnel may impound such vehicle as provided in this article.
- (b) Signs shall not be required to give notice to the public of the prohibited areas in this section.
- (c) No person shall move a vehicle not lawfully under his control into any such prohibited area or away from a curb such distance as is unlawful.

(Code 2017, § 26-261)

**Sec. 23-367. Parking for purpose of selling, washing, greasing or repairing vehicle.**

No person shall park a vehicle upon a roadway for the principal purpose of displaying such vehicle for sale or washing, greasing or repairing such vehicle, except such repairs as are necessitated by an emergency.

(Code 2017, § 26-262)

**Sec. 23-368. Parking in alleys.**

No person shall stop, stand or park a vehicle within an alley except only for the period of 15 minutes to load or unload said vehicle, and no person shall stop, stand or park a vehicle within an alley in such a position as to block the driveway entrance to any abutting property.

(Code 2017, § 26-263; Ord. No. 2036, § 3, 11-22-1993)

**Sec. 23-369. Parking near intersection.**

It shall be unlawful to park a vehicle within and up to a distance of 60 feet of any intersection where the curb is painted yellow or signs are posted prohibiting parking.

(Code 2017, § 26-264)

**Sec. 23-370. Persons with disabilities parking sign; persons with disabilities parking.**

- (a) *Persons with disabilities parking sign.* A persons with disabilities parking sign shall be displayed designating each person with disabilities parking space required by Iowa Code § 321L.5. The persons with disabilities parking sign shall have a blue background and bear the international symbol of accessibility in white. If an entity who owns or leases real property in the city is required to provide persons with disabilities parking spaces, the city shall provide, upon request, the signs for the entity at cost. The persons with disabilities parking sign shall be affixed vertically on another object so that it is readily visible to a driver of a motor vehicle approaching the persons with disabilities parking space. A persons with disabilities parking space designated only by the international symbol of accessibility being painted or otherwise placed horizontally on the parking space does not meet the requirements of this subsection.
- (b) *Persons with disabilities parking.*
- (1) A persons with disabilities parking permit shall be displayed in a motor vehicle as a removable windshield placard or on a motor vehicle as a plate or sticker as provided in Iowa Code § 321L.2 when being used by a person with a disability, either as an operator or passenger. Each removable windshield placard shall be of uniform design and fabricated of durable material, suitable for display from within the passenger compartment of a motor vehicle, and readily transferable from one vehicle to another. The placard shall only be displayed when the motor vehicle is parked in a persons with disabilities parking space.
  - (2) The use of a persons with disabilities parking space, located on either public or private property within the city as provided in Iowa Code § 321L.5 by an operator of a motor vehicle not displaying a persons with disabilities parking permit; by an operator of a motor vehicle displaying a persons with disabilities parking permit but not being used by a person issued a permit or being transported in accordance with Iowa Code § 321L.2(1)b; or by a motor vehicle in violation of the rules adopted by the state department of transportation under Iowa Code § 321L.8 constitutes improper use of a persons with disabilities parking permit, which is a misdemeanor for which a fine of \$200.00 shall be imposed upon the owner, operator, or lessee of the motor vehicle or the person to whom the persons with disabilities parking permit is issued. Proof of conviction of two or more violations involving improper use of a persons with disabilities parking permit is grounds for revocation by the court or the state department of transportation of the holder's privilege to possess or use the persons with disabilities parking permit.
  - (3) Parking enforcement personnel shall have the authority to and shall enforce the provisions of this section on public and private property within the city.

(Code 2017, § 26-265; Ord. No. 2006, § 9, 3-1-1993; Ord. No. 2263, § 1, 4-26-1999; Ord. No. 2705, § 3, 2-22-2010; Ord. No. 2716, § 1, 9-13-2010)

**Sec. 23-371. Loading and unloading on Main Street and College Street.**

From 9:00 a.m. to 6:00 p.m., on Main Street between First Street and Fifth Street and College Street from 22nd Street to 23rd Street on the east side, trucks and drays are prohibited from loading and unloading freight, goods and merchandise at all places, stores and buildings where it is feasible or possible to perform such work in the adjacent alley.

(Code 2017, § 26-268)

**Sec. 23-372. Parking of large trucks in streets and municipal parking lots.**

Except as otherwise provided, trucks of a gross capacity of one ton or more shall not park upon the streets or municipal parking lots of the city.

(Code 2017, § 26-269)

**Sec. 23-373. Parking prohibited on city property located adjacent to city hall and city hall annex.**

No person shall stand or park a vehicle, except a vehicle authorized by the city, in the municipally owned area lying adjacent to the city hall and city hall annex, such area being legally described as follows: Lots 3 and 4 and the east half of lot 8, all in block 9 in the original town plat of the city.

(Code 2017, § 26-270)

**Sec. 23-374. Parking prohibited on specific streets.**

When signs are erected giving notice thereof, no person shall park a vehicle at any time upon any of the streets or portions of streets enumerated in this section.

Street	Portion Where Parking Prohibited
First Street (West)	On both sides between Main Street and the west city limits.
Second Street (West)	On both sides between Walnut Street and Francis Street.
	On the north side between Francis Street and Hudson Road.
Third Street (East)	
Third Street (West)	
	On both sides of said street between Clay Street and Franklin Street on Saturday



	mornings only commencing with the first Saturday of May of each year and continuing through the last Saturday of October each year during the hours of 6:00 a.m. to 12:00 noon.
	On the north side of said street from the most westerly point of the flare-out of the driveway approach to the north-south alley located in the 200 block between Washington Street and Clay Street, west a distance of 143 feet to the east curb line of Clay Street, extended northerly, as such east curb line is located in the 300 block of Clay Street, on Saturday mornings only commencing with the first Saturday of May of each year and continuing through the last Saturday of October of each year during the hours of 6:00 a.m. to 12:00 noon.
	On the south side of said street from the most westerly point of the flare-out of the driveway approach to the north-south alley located in the 300 block between Washington Street and Clay Street, west a distance of 143 feet to the east curb line of Clay Street, extended northerly, as such east curb line is located in the 300 block of Clay Street, on Saturday mornings only commencing with the first Saturday of May of each year and continuing through the last Saturday of October of each year during the hours of 6:00 a.m. to 12:00 noon.
	On the south side of said street from the west curb line of Ellen Street west to the east curb line of Hudson Road.
	On the north side from the west curb line of Tremont Street west to the east curb line of Ellen Street.
	On the north side of said street from Cedar Crest Drive to Magnolia Drive.
Fourth Street	On both sides from College Street to Hudson Road.
	On the south side between Franklin Street and College Street.
Fourth Street (East)	
Fourth Street (West)	On both sides from College Street to Hudson Road; on the north side from the west line of Main Street to a point 20 feet west thereof; on the north side from the west line of Cedar Crest Drive a distance of 30 feet west, and from the east line of Cedar Crest Drive a distance of 30 feet east; on the north side from the east line of Angie Drive to the west line of Hudson Road; on both sides of said street from the west line of Chateau Court to Hudson Road; on the south side

	from the west line of Main Street to a point ten feet west thereof; on the south side between Washington Street and College Street.
	On the north side from the west line, extended north, of Jessica Lane to a point 200 feet west thereof.
Fifth Street (West)	On the north side from the west line of Main Street west a distance of 150 feet.
	On the south side from a point 48 feet east of the east line of Clay Street west to the alley between Clay Street and Franklin Street.
	On the north side from the west curb line of Franklin Street west to the east curb line of College Street.
Sixth Street (East)	On the north side from the east curb line of Main Street east a distance of 200 feet.
	On the south side from the east curb line of Main Street east to the west curb line of State Street.
Sixth Street (West)	On both sides between Main Street and Franklin Street, except that on the north side of West Sixth Street, from a point 40 feet west of the west curb line of Washington Street to a point 144 feet west of the west curb line of Washington Street.
	On the north side from the east curb line of College Street east a distance of 150 feet.
	On the south side from the east curb line of College Street east a distance of 75 feet.
Seventh Street (East)	On the south side from State Street to the west line of Bluff Street.
Seventh Street (West)	On the north side from Washington Street to Clay Street, except Saturdays and Sundays.
	On the north side from the west curb line of Division Street west a distance of 40 feet.
	On the north side from the east curb line of Division Street east a distance of 40

	feet.
	On the south side from the west curb line of Division Street west a distance of 40 feet.
	On the south side from the east curb line of Division Street east a distance of 40 feet.
Eighth Street (East)	On the north side from Main Street to State Street.
Eighth Street (West)	On the north side between Franklin Street and College Street.
	On the north side between Division Street and Ellen Street.
	On the south side between College Street and Pearl Street.
	On the south side from the centerline of Barrington Drive east a distance of 500 feet.
	On the north side from the centerline of Barrington Drive east a distance of 110 feet.
	On the north side from the centerline of Barrington Drive west a distance of 50 feet.
	On the south side from the west curb line of Catherine Street west a distance of 40 feet.
	On the south side from the east curb line of Catherine Street east a distance of 40 feet.
Ninth Street (East)	On the north side from Bluff Street east to Grove Street, except Sundays.
Ninth Street (West)	On the north side from Clay Street east 100 feet.
	On the north side from the west line of Tremont Street west to the east line of Catherine Street.
	On the north side from the west curb line of Catherine Street west a distance of 40 feet.

	On the south side from the west curb line of Catherine Street west a distance of 40 feet.
	On the south side from the east curb line of Catherine Street east a distance of 40 feet.
Tenth Street (East)	On both sides from a point 180 feet east of the east curb line of Grove Street to a point 250 feet east of the east line of Grove Street.
	On the north side from Main Street to Grove Street.
Tenth Street (West)	On the north side from the west curb line of Tremont Street west to the east curb line of Division Street.
	On the south side from the west curb line of Iowa Street west a distance of 40 feet.
	On the south side from the west curb line of Catherine Street west a distance of 40 feet.
	On the south side from the east curb line of Catherine Street east a distance of 40 feet.
11th Street (East)	On the north side from State Street to Grove Street.
	On the north side from Main Street to State Street.
	On the south side from the east curb line of State Street east a distance of 40 feet.
	On the south side from the west curb line of Grove Street west a distance of 40 feet.
11th Street (West)	On the north side between Franklin Street and Walnut Street.
	On the north side from the west curb line of College Street west to the east curb line of Division Street.
	On the south side from the west curb line of Catherine Street west a distance of 40 feet.

	On the south side from the east curb line of Catherine Street east a distance of 40 feet.
12th Street (West)	On both sides from Main Street to College Street.
	On the south side from the east line of Clark Drive east a distance of 40 feet.
	On the south side from the west line of Clark Drive west a distance of 40 feet.
	On both sides from Hudson Road to Union Road.
13th Street (West)	On both sides from the east curb line of Walnut Street east a distance of 20 feet.
	On both sides from the west curb line of Walnut Street west a distance of 20 feet.
	On the north side from the west curb line of Clay Street west to the east curb line of Franklin Street.
14th Street (East)	On the south side between State Street and Waterloo Road.
14th Street Court (East)	On the north side from the east curb line of Bluff Street east to the end of the street.
14th Street (West)	On the north side of said street from Main Street to Franklin Street.
15th Street (West)	On the north side of said street from the west curb line of Clay Street west to the east curb line of Franklin Street.
16th Street (West)	On the south side from the west curb line of Main Street to the east curb line of Franklin Street.
18th Street (East)	On both sides from Main Street to Waterloo Road.
18th Street (West)	On both sides of the street from the west curb line of Main Street west to the east curb line of College Street.
	On the north side from the west curb line of College Street west to the east curb line of Hudson Road.

	On the north side from the west line of Hudson Road west a distance of 200 feet.
	On the north side from a point 455 feet west of the west line of Hudson Road west a distance of 101 feet.
	On the north side from a point 922 feet west of the west line of Hudson Road west a distance of 101 feet.
	On the south side from the west line of Hudson Road west a distance of 1,116 feet.
	On the south side from the west curb line of Summit Drive west a distance of 100 feet.
	On the south side from the east curb line of Summit Drive east a distance of 100 feet.
	On the south side from the west curb line of Campus Street west a distance of 20 feet.
	On the south side from the east curb line of Campus Street east a distance of 20 feet.
	On the south side from the west curb line of Merner Avenue west a distance of 40 feet.
	On the south side from the east curb line of Merner Avenue east a distance of 40 feet.
	On the south side from the west curb line of College Street west a distance of 40 feet.
	On the south side from the east curb line of Hudson Road east a distance of 40 feet.
19th Street (West)	On the north side between College Street and Hudson Road, between 8:00 a.m. and 3:30 p.m., Mondays through Fridays.
	On the south side from the west curb line of College Street west to the east curb

	line of Campus Street.
	On the south side from the west curb line of Campus Street west a distance of 30 feet.
	On the south side from the east curb line of Hudson Road east a distance of 30 feet.
	On the north side from the east curb line of Merner Avenue east a distance of 30 feet.
	On the north side from the west curb line of Merner Avenue west a distance of 30 feet.
20th Street (West)	On the south side from the east curb line of Campus Street east to the west curb line of Main Street.
	On the south side from the east curb line of Merner Avenue east a distance of 45 feet.
	On the north side from the east line of Merner Avenue east a distance of 45 feet.
	On the north side from the west curb line of Campus Street east to the west curb line of Merner Avenue, between the hours of 1:00 a.m. and 6:00 a.m. daily.
21st Street (West)	On the south side from the west line of Franklin Street west to the east line of College Street.
	On the south side from the west curb line of College Street west a distance of 40 feet.
	On the north side from the west curb line of College Street west a distance of 40 feet.
	On the north side from the east curb line of College Street east a distance of 40 feet.
22nd Street (West)	On the north side from College Street to Campus Street from 1:00 a.m. to 5:30 p.m., Monday through Saturday and from 1:00 a.m. to 8:00 a.m. on Sunday.

	On the south side from College Street to Campus Street.
	On the south side between Main Street and Tremont Street.
	On the north side from the west curb line of Tremont Street west to the east curb line of College Street.
23rd Street (West)	On the north side from the east curb line of Merner Avenue east a distance of 40 feet.
	On the north side between Campus Street and Hudson Road.
	On the south side from the west line of Minnesota Street, which belongs to the state, to the east line of Hudson Road.
	On both sides from the east curb line of Merner Avenue west to the west curb line of Campus Street.
	On the south side from the west curb line of Campus Street west to the east curb line of Minnesota Street, one-hour parking is allowed between the hours of 7:30 a.m. and 4:30 p.m., except on weekends and holidays.
29th Street	On the south side from 225 feet west of the centerline of College Street to 290 feet west of the centerline of College Street, between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday.
29th Street (West)	On the north side from the east curb line of College Street east to the west curb line of Walnut Street.
31st Street (West)	On both sides from Hudson Road to the west end of the street.
Adams Street	On the east side of said street from the north curb line of East 18th Street north to the end of the street.
	On both sides of said street from East 18th Street south.
Alexis Boulevard	On the south and west sides from the north line of West 12th Street northerly and westerly to the east edge of the cul-de-sac.
	On the east side from the north line of West 12th Street north a distance of 120



	feet.
Algonquin Drive	On the north and east sides of the street from the east curb line of Ashworth Drive east and south to the north curb line of Amelia Drive, extended east.
Balboa Street	On the north side from the west line of South Main Street to a point 403 feet west of the west line of South Main Street.
	On the south side from the west line of South Main Street to a point 119 feet west of the west line of South Main Street.
Barkwood Drive	On the north side from the west curb line of Ironwood Drive west to the east curb line of Applewood Lane.
Barnett Drive	On the west side from the south curb line of Crescent Drive south to the north curb line of West Twelfth Street.
	On the east side from a point 150 feet north of the north curb line of West Fourth Street north to a point 50 feet north thereof.
	On the east side from the north curb line of West Twelfth Street north a distance of 60 feet.
Barrington Drive	On the west, south and east sides of Barrington Drive from the south line of West Eighth Street south, east and north to the south edge of the cul-de-sac.
Bicentennial Drive	On both sides of said street from Cedar Heights Drive west a distance of 500 feet.
Big Woods Road	On both sides from Independence Avenue to the north city limits.
Birch Street	On the east side from Grand Boulevard to Rainbow Drive.
Birdsall Drive (East)	On the north side from Birdsall Drive east to the end of the street.
Blair Ridge Road	On the west side from Wild Horse Drive north to the end of the street.
Bluegrass Circle	Along the outside edge from the east curb line of the north intersection with Prairie Parkway to the east curb line of the south intersection with Prairie Parkway.

Bluff Street	On the east side from the south curb line of East Ninth Street south to a point 70 feet south of the south curb line of East 12th Street.
	On the east side from the south curb line of East 13th Street to the north curb line of East 15th Street.
	On the west side from the north curb line of East 15th Street north a distance of 40 feet.
	On both sides from the south curb line of East 15th Street south a distance of 40 feet.
Bonita Boulevard	On the south side from the west line of South Lawn Road west a distance of 60 feet.
Boulder Drive	On both sides from University Avenue to Orchard Drive.
Boxwood Drive	On the north side from the west curb line of Ironwood Drive west to the east curb line of Applewood Lane.
Brookside Drive	On the north side from the east curb line of Hudson Road east to the west curb line of Starview Drive.
	On the south side from the east curb line of Hudson Road east to the southerly extension of the east curb line of Starview Drive.
California Drive	On the east side from the south curb line of Rainbow Drive south to the north curb line of Hawthorne Drive.
Campus Street	On the east side from the north curb line of West 18th Street north to the south curb line of West 16th Street.
	On the west side from the north curb line of West 18th Street north a distance of 40 feet.
	On the west side from the south curb line of West 19th Street south a distance of 40 feet.
	On the east side from the south curb line of West 19th Street south a distance of 40 feet.

	On the east side from the north curb line of West 20th Street north a distance of 40 feet.
	On the west side from the north line of the parking lot situated on the west side of the 2000 block of Campus Street, south a distance of 188 feet.
	On both sides from the south curb line of West 22nd Street south to the north curb line of West 23rd Street.
Catherine Street	On the west side from the south curb line of West First Street south a distance of 40 feet.
	On the east side from the south curb line of West First Street south to the north curb line of West Fourth Street.
	On the east side from the south curb line of West Eighth Street to the north curb line of West 12th Street.
	On the west side from the south curb line of West Eighth Street south a distance of 40 feet.
	On the west side from the north curb line of West Ninth Street north a distance of 40 feet.
	On the west side from the south curb line of West Ninth Street south a distance of 40 feet.
	On the west side from the north curb line of West Tenth Street north a distance of 40 feet.
	On the west side from the south curb line of West Tenth Street south a distance of 40 feet.
	On the west side from the north curb line of West 11th Street north a distance of 40 feet.
	On the west side from the south curb line of West 11th Street south a distance of 40 feet.
	On the west side from the north curb line of West 12th Street north a distance

	of 40 feet.
Cedar Heights Drive	On both sides from Rainbow Drive to University Avenue.
Cedar Hills Road	On both sides from the east curb line of Chadwick Road east to the west curb line of Cedar Heights Drive.
Cedar Street	On the south side from Center Street to Vine Street.
Center Street	On both sides from First Street to the north city limits.
Chadwick Road	On the west side from a point 10 feet north of the northwest edge of the cul-de-sac at the south end of Chadwick Road, south to the northwest edge of said cul-de-sac.
	From the northwest edge of the cul-de-sac at the south end of Chadwick Road, south, east and north to the northeast edge of said cul-de-sac.
	From the southwest edge of the cul-de-sac at the north end of Chadwick Road, north, east and south to the southeast edge of said cul-de-sac.
	On the east side from the southeast edge of the cul-de-sac at the north end of Chadwick Road, south to the northeast edge of the cul-de-sac at the south end of Chadwick Road.
Clark Drive	On the west side from the south line of West 12th Street south a distance of 40 feet.
	On the east side from the south line of West 12th Street south a distance of 40 feet.
Clay Street	On both sides between First Street and a point 35 feet south of the south line of First Street.
	On both sides of said street from the south curb line of West Third Street north a distance of 245 feet to the north line of the driveway entrance to the city police station parking lot, extended westerly, on Saturday mornings only commencing with the first Saturday of May of each year and continuing through the last Saturday of October of each year during the hours of 6:00 a.m. to 12:00 noon.

	On both sides of said street from the south curb line of West Third Street south a distance of 134 feet to the north line of the northerly driveway entrance to the Cedar Falls Women's Club parking lot, on Saturday mornings only, commencing with the first Saturday of May of each year and continuing through the last Saturday of October of each year during the hours of 6:00 a.m. to 12:00 noon.
	On the east side from the south curb line of West Third Street south a distance of 35 feet.
	On both sides from the south curb line of West Fourth Street south a distance of 48 feet.
	On the east side from the north curb line of West Fifth Street north a distance of 32 feet.
	On the west side from the north curb line of West Sixth Street north a distance of 41 feet.
	On the east side from the north curb line of West Sixth Street north a distance of 41 feet.
	On the east side from 15th Street to 18th Street.
	On the west side between 15th Street and 18th Street.
	On both sides between 18th Street and Seerley Boulevard.
College Street (North)	On the west side from the north curb line of Higby Drive north to the end of the street.
	On the west side from the south curb line of Higby Drive south a distance of 75 feet.
	On the west side from the north curb line of West First Street north a distance of 120 feet.
	On the east side from the north curb line of West First Street north to the north end of the street.

College Street (South)	On the east side from the south curb line of West Fifth Street south to the north curb line of West Sixth Street.
	On both sides from the south curb line of West Sixth Street south a distance of 100 feet.
	On the east side from the south curb line of West Eighth Street south to the north curb line of West 12th Street.
	On the west side from the south curb line of West 12th Street south to the north curb line of West 18th Street.
	On the east side from a point 50 feet north of the north curb line of West 18th Street south to the north curb line of West 20th Street.
	On the west side from the south curb line of West 18th Street south a distance of 80 feet.
	On the west side from the north curb line of West 19th Street north a distance of 50 feet.
	On the west side from the south curb line of West 19th Street south a distance of 50 feet.
	On the west side from the north curb line of West 20th Street north a distance of 50 feet.
	On the west side from the south curb line of West 20th Street south to the north curb line of West 22nd Street.
	On the east side from the south curb line of West 21st Street south to the north curb line of West 22nd Street.
	On the west side from the south curb line of West 23rd Street south a distance of 60 feet.
	On the west side from a point 75 feet north of the westerly extension of the north curb line of West Seerley Boulevard south to a point 95 feet north of the north curb line of West 26th Street.
	On the east side from the south curb line of West 23rd Street south to the north

	curb line of University Avenue.
	On the west side from the south curb line of West 26th Street south to the north curb line of University Avenue.
	On both sides from the south curb line of University Avenue south a distance of 65 feet.
Colorado Road	On the south side from the west curb line of Tucson Drive west to the west end of the cul-de-sac situated about 250 feet west of Dallas Drive.
Columbia Drive	On the north and east sides of Columbia Drive from West 16th Street south and east to College Street.
Cottage Lane	On the west side from the south curb line of Columbia Drive to the north curb line of West 18th Street.
Cottonwood Lane	On both sides from Garden Avenue east to the end of the street.
Covey Court	On the north side from Quail Ridge Road west to the end of the street.
	On the north side from Quail Ridge Road east to the end of the street.
Crescent Drive	On the south side from the east curb line of Lakeview Drive east to the west curb line of Brentwood Drive
Dallas Drive	On the west side from the north curb line of Idaho Street north to the south curb line of University Avenue.
	On the east side from the north curb line of Idaho Street north a distance of 50 feet.
	On the east side from a point 125 feet north of the north curb line of Idaho Street north to the south curb line of University Avenue.
	On the east side from the south curb line of Idaho Street south a distance of 25 feet.
Division Street	On the west side from the driveway south of Tenth Street to 11 th Street.

	On the east side of said street from the north line of West Eighth Street a distance of 120 feet north.
	On the west side from the north curb line of West Seventh Street north a distance of 40 feet.
	On the east side from the north curb line of West Seventh Street north a distance of 40 feet.
	On the west side from the south curb line of West Seventh Street south a distance of 40 feet.
	On the east side from the south curb line of West Seventh Street south a distance of 40 feet.
	On the west side from the south curb line of West Eighth Street south a distance of 50 feet.
Drury Lane	On the west side from the south curb line of Columbia Drive to the north curb line of West 18th Street.
Dunkerton Road	On both sides from Center Street to the east city limits.
Eagle Ridge Road	On the west and south sides of Eagle Ridge Road from the intersection of the west curb line of Eagle Ridge Road with the north curb line of Falcon Lane, in a northerly and westerly direction to the southeast edge of the cul-de-sac.
	Around the perimeter of the curb adjacent to the center island of the cul-de-sac located at the west end of Eagle Ridge Road.
East Street	On the west side of East Street from the south curb line of 19th Street a distance of 100 feet south
Ellen Street	On both sides between First Street and a point 35 feet south of the south line of First Street.
	On the east side from the south line of Parkway Avenue south to the north line of First Street.
Erik Road	On the north side between the east curb line of Hudson Road east to the west



	curb line of Norse Drive.
	On the south side from the east curb line of Hudson Road east a distance of 70 feet.
	On the south side from the west curb line of Norse Drive west a distance of 25 feet.
Feather Ridge Drive	On the north side from Quail Run Lane to Feather Run Trail.
Floral Court	On both sides of the radius of the cul-de-sac.
	On the north side from the east curb line of Merner Avenue to the cul-de-sac.
	On the south side from the east curb line of Merner Avenue to the cul-de-sac, from 1:00 a.m. to 6:00 a.m. each day.
Forrest Road	On the west side from the north curb line of South Park Road north to River Bluff Drive.
Fox View Drive	On the east side from the north curb line of Hunter Drive north to the end of the street.
Francis Street	On both sides between First Street and a point 35 feet south of the south line of First Street.
Franklin Street	On both sides from First Street to Sixth Street.
	On both sides from First Street north to the north city limits.
	On the east side between 12th Street and Seerley Boulevard.
	On the west side from the north curb line of 18th Street north a distance of 100 feet.
Frontage roads along the south side of University Avenue	On both sides of the frontage road from the east curb line of Boulder Drive east to the end of said frontage road near the east line of Black Hawk Village, near McClain Drive.
	On both sides of the frontage road from the east curb line of Cedar Heights

	Drive east to the west curb line of Midway Drive.
Frontage roads along the north side of University Avenue	On both sides of said frontage road from the east curb line of Valley Park Drive east to the end of said frontage road at the entrance to the Holiday Inn Motel.
	On both sides of said frontage road from the west curb line of Ohio Street (UNI Institutional Road) west to the east curb line of Hudson Road.
	On both sides of the frontage road along the north side of University Avenue between Main Street and Tremont Street, from the most westerly curb cut on said frontage road, west to the end of said frontage road.
Frontage road on the west side of Hudson Road	On both sides from West 31st Street south to the end of the street.
Galloway Avenue	On the east side from Grand Boulevard to Rainbow Drive.
	On the west side from Grand Boulevard a distance of 50 feet south, and from Rainbow Drive a distance of 50 feet north.
Genevieve Street	On both sides between First Street and a point 35 feet south of the south line of First Street.
	On both sides from the north right-of-way line of First Street north a distance of 132 feet.
	On the northwest side from First Street north to the end of the street.
Gibson Street	On the west side from Rainbow Drive to Grand Boulevard.
Grand Boulevard	On the south side from the east line of East Street east to the west line of Park Drive.
	On the north side from the west line of East Street east to the east line of Scoggin Street.
	On the north side from the west line, extended, of Schreiber Street east to a point 75 feet east of the east line, extended, of Schreiber Street.

	On the north side from the west line, extended, of Birch Street east to a point 65 feet east of the east line, extended, of Birch Street.
	On the north side from the east line of Belle Avenue east to the west line of Park Drive.
	On the north side from the east line of Edwards Street east a distance of 170 feet.
Green Creek Road	On the north and west sides from the east line of Rownd Street east and north to the south line of Greenhill Road.
Greenhill Drive	On the south side from the east curb line of Rownd Street east to the west curb line of Veralta Drive.
Grove Street	On the east side from the south curb line of East Ninth Street to the north curb line of East 12th Street.
Harvest Lane	On the west, north and east sides of the street proceeding west from the eastern intersection of Harvest Lane with Autumn Ridge Road to the western intersection of Harvest Lane with Autumn Ridge Road.
Hawthorne Drive	On the north side from the east curb line of Waterloo Road to the west curb line of Victory Drive.
	On both sides of said street from the centerline of Willow Lane, west a distance of 50 feet.
Hedgewood Circle	On the east side from the north curb line of Boxwood Drive north to the southeast edge of the cul-de-sac.
Heritage Road	On the east and north sides from Bergstrom Boulevard in a southerly and easterly direction to the east end of Heritage Road.
	On the west side from the north line of West Gate Avenue north a distance of 40 feet.
	On the west side from the south line of West Gate Avenue south a distance of 40 feet.

Hickory Lane	On the east side from the south curb line of Rainbow Drive south to the north curb line of Hawthorne Drive.
Highland Drive	On the east side from the south curb line of West First Street south a distance of 89 feet.
	On the west side from the south curb line of West First Street south a distance of 54 feet.
Highview Court	On the east side from the south curb line of Rainbow Drive south to the north curb line of Parker Street.
Holmes Drive	On the east side between the hours of 7:00 a.m. to 4:00 p.m., Monday through Friday, from Fourth Street to the south end.
Hudson Road	On both sides between First Street and the south city limits.
Hunter Drive	On the south side from the east line of Center Street east to the east end of the street.
Ida Street	On both sides of the street from the east curb line of North College Street east to the end of the street.
Idaho Street	On the north side from Dallas Drive to Boulder Drive.
	On the south side of Idaho Street a distance of 25 feet west from the west curb line of Boulder Drive.
Independence Avenue	On both sides from Lincoln Street to Big Woods Road.
Iowa Highway 58/U.S. Highway 218	On both sides of said Highway from Greenhill Road north to the north city limits.
Iowa Street	On both sides between First Street and a point 35 feet south of the south line of First Street.
	On the west side between West Third Street and West 11th Street.
	On the east side from the south curb line of West Fourth Street south a distance of 40 feet.

	On the east side from the north curb line of West Fourth Street north a distance of 40 feet.
	On the east side from the south curb line of West 11th Street south a distance of 40 feet.
	On the east side from the north curb line of West 11th Street north a distance of 40 feet.
	On both sides from the south curb line of West 18th Street south a distance of 40 feet.
Ironwood Drive	On the west side from the north end of Erik Road south and east to the northwest edge of the cul-de-sac.
Irving Street	On the east side from 11th Street to 12th Street.
Jaclyn Street	On the west side from the north curb line of Lantz Avenue north to the end of the street.
Kaspend Place	On the east side from the south line of Pheasant Drive south to the north edge of the cul-de-sac.
Lake Street	On both sides from Central Avenue to Leversee Road.
Lantz (East)	On the north side from Center Street to Jackson Avenue.
Laurie Avenue	On the east side from the south curb line of Grand Boulevard south to the north curb line of Rainbow Drive.
Leversee Road	On the west side from Lincoln Street to the north city limits.
Lilac Lane	On the north side from Boulder Drive to Carlton Drive.
Lincoln Street	On both sides from Main Street east to the city limits.
Lone Tree Road	On both sides from Ford Road to Big Woods Road.
Longview (West)	On both sides from Central Avenue to Center Street.

Madison Street	On the north side from Belle Avenue to Ashland Drive.
	On the south side from the intersection of Belle Avenue east for a distance of 200 feet.
Main Street	On both sides from First Street north to the north end of the river bridge.
	On both sides between Sixth Street and the south city limits, except that parking is allowed from Sixth to 14th Street on Sundays between 7:00 a.m. and 1:00 p.m.
Main Street (North)	On the south side between the existing entrance of Calhoun Manufacturing Company and Second Avenue, between the hours of 8:00 a.m. and 5:00 p.m.
Mandalay Drive	On the north and west sides of the street from the north curb line of Grand Boulevard north and east to the west curb line of Park Drive.
Maplewood Drive	On both sides from Carlton Drive to Boulder Drive.
McClain Drive	On the east side from the south curb line of University Avenue south a distance of 77 feet.
	On the west side from the south curb line of University Avenue south a distance of 647 feet.
Meadow View Circle	On the north side from the east curb line of Meadowlark Lane east to the northwest edge of the cul-de-sac.
Meadowlark Lane	On the east side from the south curb line of Erik Road south to the northeast edge of the cul-de-sac.
Melrose Court	On both sides of the street for its entire length, including the entire cul-de-sac.
Melrose Drive	On the north side from Linwood Drive west to Melrose Court.
	On the west side from Royal Drive to Seerley Boulevard from 7:00 a.m. to 5:00 p.m., Monday through Friday.
Merner Avenue	On the east side from the south curb line of West 19th Street south to the north curb line of West 22nd Street.

	On both sides from the south curb line of West 22nd Street south to the north curb line of West 23rd Street.
	On the west side from the north end of the bridge over Dry Run Creek south to the south end of the bridge.
Nordic Drive	On both sides of said street from Viking Road north to the end of said street.
	On the east side from Viking Road south a distance of 610 feet.
Norse Drive	On the west side from the south curb line of Erik Road south a distance of 25 feet.
North College Street	On the west side from the south line of Higby Drive south 75 feet.
Oak Avenue	On the north side from the north curb line of Madison Street north and west to the east curb line of Ashland Avenue.
Olive Street	On the east side from the south curb line of West First Street south to the south curb line of West 12th Street.
	On the east side from the south curb line of West 16th Street south to the north curb line of West 17th Street.
	On the west side from the south curb line of West 18th Street south to a point 75 feet south of the south curb line of West 18th Street.
	On the east side from the south curb line of West 18th Street south to the north curb line of West 21st Street.
Orchard Drive	On the south side from South Main Street Road to Rownd Street, between the hours of 7:00 a.m. and 6:00 p.m., on weekdays only, excluding the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, or the days on which such holidays are observed.
	On the south side from Veralta Drive to Chapman Court.
Panther Lane	On the east side from University Avenue to Starview Drive.

	On the west side from the south curb line of University Avenue to the north curb line of the south leg of Starbeck Circle.
	On the west side from the south curb line of Starview Drive south a distance of 40 feet.
Park Drive	On both sides from Rainbow Drive to Park Circle.
Parker Street	On the south side from Belle Avenue to Victory Drive.
Parrish Street	On the east side from Rainbow Drive to West Winter Ridge Road.
Pearl Street	On the east side between First Street and Third Street.
	On the west side between First Street and a point 35 feet south of the south line of First Street.
	On the east side between the south curb line of West Eighth Street to the north curb line of West 11th Street.
Pendleton Drive	On the east and north sides from Quail Hollow Lane north and west to Lexington Drive.
Pheasant Drive	For a distance of 120 feet east of the centerline of the jog in Pheasant Drive and for a distance of 120 feet west of the center of the jog in Pheasant Drive.
Quail Hollow Lane	On the north side from Quail Run Lane west to the end of the street.
Quail Ridge Road	On the west side from West 12th Street south to Quail Hollow Lane.
Quail Run Lane	On the west side from Quail Ridge Road south to Quail Hollow Lane.
Rainbow Drive	On both sides from Waterloo Road to the east city limits.
Ravine Drive	On both sides from the north curb line of Forrest Road north to the south curb line of Willow Avenue.
Ridgeway Lane	On the west side from the east curb line of Merner Avenue east to the west curb line of Columbia Drive.



River Ridge Lane	On the north side from the west curb line of River Ridge Road north and west to the northeast edge of the cul-de-sac.
River Ridge Road	On the east, north and west sides from the easterly intersection of River Ridge Road with Timberledge Drive, northwest, west, and south to the westerly intersection with Timberledge Drive.
Rownd Street	On both sides from Rainbow Drive to Sunnyside Drive.
	On the east side from Sunnyside Drive to Greenhill Road.
	On both sides from Rainbow Drive to Sunnyside Drive except that parking is allowed from a point 60 feet south of Rainbow Drive on the west side of said street on Sundays between 8:00 a.m. and 1:00 p.m.
	On the east side from Sunnyside Drive to Greenhill Road.
	On the west side from the north line of Primrose Drive north a distance of 20 feet.
	Anywhere within the vehicle drop-off lane located on the west side of Rownd Street adjacent to Orchard Hill School, from a point 141 feet north of the north curb line of Valley High Drive north to a point 365 feet north of the north curb line of Valley High Drive, except that parking is permitted in the angle parking area east of the raised curb which separates the vehicle drop-off lane from the traveled portion of Rownd Street.
First Street (West)	On both sides between Main Street and the west city limits.
	On the west side from the south line of Primrose Drive south a distance of 40 feet.
Royal Drive	On both sides from Waterloo Road to Melrose Drive.
Russell Drive	On the east side from the south curb line of Sunnyside Drive south to the north curb line of Hawthorne Drive.
Sandahlwood Circle	From the intersection of the north curb line of Pheasant Drive with the west curb line of the east leg of Sandahlwood Circle, along such curb line of Sandahlwood Circle in a northerly, westerly and southerly direction to the intersection of the north curb line of Pheasant Drive with the east curb line of

	the west leg of Sandahlwood Circle.
Scenic Drive	On both sides from Cottonwood Lane north to the end of the street.
	On the east side from the south curb line of Cadillac Drive south to the north curb line of Sunray Drive.
	On the west side from the south curb line of Cadillac Drive south a distance of 250 feet, from 10:00 p.m. to 6:00 a.m. daily.
Schreiber Street	On the east side from the south end of the street north to the south curb line of Grand Boulevard.
	On the west side from the south end of the street north a distance of 70 feet.
Scoggin Street	On the east side from the north curb line of Newman Avenue north to the south curb line of Grand Boulevard.
Seerley Boulevard	On both sides between Clay Street and Valley Park Drive.
Shady Lane	On the east side from the north curb line of Terrace Drive north and east to the south curb line of Loma Street.
South Lawn Road	On the east side from the north line of Bonita Boulevard south a distance of 200 feet.
	On the west side from the south line of Bonita Boulevard south a distance of 60 feet.
	On the east side from the south curb line of Stanwood Drive south a distance of 240 feet.
Springbrook Drive	On the north side from Starview Drive east to Panther Lane.
Spruce Hills Drive	On the west and south sides, from the south curb line of Westgate Avenue to the west curb line of Estate Drive.
Starbeck Circle	From the intersection of the west right-of-way line, extended, of Panther Lane with the north leg of Starbeck Circle, along the north curb line of Starbeck Circle in a southwesterly, southerly, easterly and northeasterly direction to the

	intersection of the west right-of-way line, extended, of Panther Lane with the south leg of Starbeck Circle.
	From the intersection of the west right-of-way line, extended, of Panther Lane with the north leg of Starbeck Circle, southwest along the south curb line of Starbeck Circle a distance of approximately 545 feet, between 8:00 a.m. to 5:00 p.m. Monday through Friday.
Starview Drive	On the east side from the north curb line of Brookside Drive north to a point 240 feet north of the north curb line of Springbrook Drive.
	On the north, northwesterly and west sides of the street from the west curb line of Panther Lane in a westerly, southwesterly and southerly direction to a point 140 feet north of the north curb line of Springbrook Drive.
State Street	On the east side from the south curb line of East Seventh Street to the north curb line of East 18th Street.
	On the west side from the south curb line of East Fourth Street to the north curb line of Waterloo Road.
Summit Drive	On both sides from the north curb line of West 18th Street north a distance of 100 feet.
	On the west side from the south curb line of West 18th Street south to the north curb line of West 19th Street.
	On the east side from the south curb line of West 18th Street south a distance of 50 feet.
	On the east side from the north curb line of West 1 th Street north a distance of 50 feet.
Terrace Drive	On the north side from Cedar Heights Drive to a point 400 feet west of Neola Street.
	On the south side a distance of 165 feet west of the west line of Neola Street.
Timber Drive	On the east and north sides from the north curb line of Grand Boulevard north and west to the south curb line of Greenwood Avenue.

Timberledge Drive	On the north side from the east curb line of the westerly intersection of Timberledge Drive and River Ridge Road east to the west curb line of Westwood Drive.
Timberledge Place	On the east side from the west curb line of the easterly intersection of Timberledge Drive westerly to the north curb line of the westerly intersection with Timberledge Drive.
Tremont Street	On east side between Seventh Street and Eighth Street.
	On the west side from the south curb line of West 12th Street south to the north curb line of West 18th Street.
	On the east side of said street for a distance of 60 feet north of the curb line of 18th Street (West).
	On the east side from the south curb line of West 18th Street south to the north curb line of West 22nd Street.
Tucson Drive	On the west side from University Avenue to Arizona Road.
	On the east side from University Avenue to a point 40 feet south of the south right-of-way line of Idaho Road.
Utility Parkway	On the west and north sides from the east curb line of Waterloo Road northerly and easterly to the entrance to Washington Park.
University Avenue	On both sides from the east city limits to the west city limits.
Valley Park Drive	On the west side from the north curb line of University Avenue north a distance of 110 feet.
	On the east side from University Avenue north to Waterloo Road.
Victory Drive	On the west side from the south curb line of Rainbow Drive south a distance of 40 feet.
	On the east side from the south curb line of Rainbow Drive south a distance of 150 feet.

Viking Road	On both sides from the east curb line of Highway 58 east to the west curb line of Cedar Heights Drive.
	On both sides from the west curb line of Highway 58 west to the east curb line of Hudson Road.
	On both sides from the west curb line of Hudson Road west to the west city limits.
Vine Street cul-de-sac	Around the entire length of the cul-de-sac a distance of 240 feet from the north line of the Cedar Street right-of-way.
Virgil Street	On the east side from the south curb line of Rainbow Drive south to the north curb line of Hawthorne Drive.
Walnut Street	On the west side from the north curb line of 18th Street north a distance of 80 feet.
	On both sides from the north curb line of 13th Street north a distance of 40 feet.
	On the west side from the south curb line of 13th Street south a distance of 60 feet.
	On the east side from the south curb line of 13th Street south a distance of 15 feet.
Washington Street	On the west side from the north curb line of West Sixth Street north a distance of 35 feet.
	On the east side from 10th Street to 18th Street.
	On the east side from west Sixth Street to West 10th Street, except from 3:00 p.m. Saturday to 1:00 p.m. Sunday.
	On the east side from the West First Street to West Sixth Street.
	On the west side from the north curb line of West Seventh Street north a distance of 100 feet.
Waterloo Road	On both sides from the east curb line of Main Street east to University Avenue.

West Gate Avenue	On the south side from South Main Street to Heritage Road.
	On the north side from the west line of Heritage Road west a distance of 40 feet.
Westminster Drive	On both sides of said street from Nordic Drive to the end of said street.
Whiteway Drive	On both sides for the entire length of the street.
Willow Avenue	On the north side from the west curb line of Ravine Drive west to the east curb line of Westwood Drive.
Winters Drive	On the south side of the east-west portion of Winters Drive from the east edge of the enlarged semi-circular corner east to the east end of the street.
	On the east side of the north-south portion of Winters Drive from the south line of Hunter Drive south to the north edge of the enlarged semi-circular corner.

(Code 2017, § 26-271; Ord. No. 2635, § 1, 11-12-2007; Ord. No. 2659, § 1, 5-12-2008; Ord. No. 2662, § 2, 8-25-2008; Ord. No. 2664, § 3, 9-8-2008; Ord. No. 2666, §§ 1—4, 11-24-2008; Ord. No. 2667, § 1, 12-8-2008; Ord. No. 2670, § 1, 1-26-2009; Ord. No. 2684, § 1, 6-22-2009; Ord. No. 2686, § 1, 7-13-2009; Ord. No. 2689, § 1, 8-10-2009; Ord. No. 2692, § 1, 9-14-2009; Ord. No. 2710, § 1, 6-14-2010; Ord. No. 2720, § 1, 10-25-2010; Ord. No. 2733, §§ 1—10, 2-28-2011; Ord. No. 2739, §§ 1, 2, 3-28-2011; Ord. No. 2753, § 1, 8-29-2011; Ord. No. 2756, § 1, 12-12-2012[11]; Ord. No. 2768, § 1, 6-11-2012; Ord. No. 2769, § 1, 6-11-2012; Ord. No. 2807, § 1, 3-24-2014; Ord. No. 2811, §§ 1, 2, 5-12-2014; Ord. No. 2829, § 1, 10-6-2014; Ord. No. 2832, §§ 1, 2, 12-1-2014; Ord. No. 2858, § 1, 11-16-2015; Ord. No. 2890, § 1, 12-5-2016; Ord. No. 2893, § 1, 1-16-2017)

**Sec. 23-375. Parking prohibited on Tuesday, Thursday or Saturday, 8:00 a.m. to 5:00 p.m., south and west sides of street.**

When signs are erected giving notice thereof, no person shall park a vehicle on the south and west sides of the following streets or portions of streets during the hours of 8:00 a.m. to 5:00 p.m. on Tuesday, or Thursday or Saturday:

Street	Portion Where Parking Prohibited
Eighth Street (West)	From the west line of Pearl Street to the east line of Division Street.

Ninth Street (West)	From the west line of Catherine Street west to the east line of Division Street.
11th Street (West)	From the west line of Pearl Street to the east line of Division Street.
19th Street (West)	From the west side of Olive Street to the east line of College Street.
22nd Street (West)	From the west line of Tremont Street to the east line of College Street.
23rd Street (West)	From the west line of Tremont Street to the east line of Iowa Street.
25th Street (West)	From the west line of Olive Street to the east line of College Street.
26th Street (West)	From the west line of Tremont Street to the east line of College Street.
28th Street (West)	From the west line of Walnut Street to the east line of College Street.
Brookside Drive	From the southerly extension of the east curb line of Starview Drive east to the west curb line of Panther Lane.
Campus Street	From a point 248 feet south of the westerly extension of the south curb line of West 20th Street south to the north curb line of West 22nd Street.
College Street	From a point 65 feet south of the south curb line of University Avenue south to the south curb line of West 29th Street.
Division Street	From the north line of Eighth Street to the south line of Sixth Street.
Ellen Street	From the south curb line of West 7th Street to the north curb line of West 12th Street.
Floral Court	The entire length of the street except the radius of the cul-de-sac.
Iowa Street	From the south line of West 21st Street to the north line of University Avenue.

	From the south line of First Street to the north line of 11th Street.
Merner Avenue	From the south curb line of West 18th Street south to the north curb line of West 19th Street.
	From the south end of the bridge over Dry Run Creek south to the north line of West 22nd Street.
Olive Street	From the south curb line of West 21st Street to the north curb line of University Avenue.
	From the south line of First Street to the north line of 12th Street.
Pearl Street	From the south line of Eighth to the north line of 11th Street.
Seerley Boulevard	From the west line of Tremont Street to the east line of Olive Street.
Tremont Street	From the south line of West 20th Street to the north line of University Avenue.
Walnut Street	From the south line of West 18th Street to the north line of University Avenue.

(Code 2017, § 26-272; Ord. No. 1960, § 1, 11-25-1991; Ord. No. 2078, § 2, 12-12-1994; Ord. No. 2101, § 1, 5-8-1995; Ord. No. 2130, § 2, 1-22-1996; Ord. No. 2240, § 1, 5-26-1998; Ord. No. 2252, § 1, 1-25-1999; Ord. No. 2257, § 2, 4-12-1999; Ord. No. 2277, § 1, 10-25-1999; Ord. No. 2288, § 1, 2-14-2000; Ord. No. 2290, § 1, 2-28-2000; Ord. No. 2328, § 1, 3-26-2001; Ord. No. 2401, §§ 1—3, 11-25-2002; Ord. No. 2418, § 1, 3-10-2003; Ord. No. 2466, § 1, 1-12-2004; Ord. No. 2489, § 1, 9-20-2004; Ord. No. 2565, § 1, 11-14-2005; Ord. No. 2592, § 1, 8-14-2006; Ord. No. 2636, § 1, 11-12-2007; Ord. No. 2664, § 1, 9-8-2008; Ord. No. 2670, § 2, 1-26-2009; Ord. No. 2757, § 1, 12-12-2012[11]; Ord. No. 2781, § 1, 10-22-2012; Ord. No. 2811, § 4, 5-12-2014; Ord. No. 2834, § 1, 3-2-2015; Ord. No. 2866, § 1, 6-20-2016; Ord. No. 2897, § 1, 3-6-2017)

**Sec. 23-376. Parking prohibited on Tuesday, Thursday or Saturday, 8:00 a.m. to 5:00 p.m., north and east sides of street.**

When signs are erected giving notice thereof, no person shall park a vehicle on the north and east sides of the following streets or portions of streets during the hours of 8:00 a.m. to 5:00 p.m. on Tuesday, Thursday or Saturday:



Street	Portion Where Parking Prohibited
Walnut Street	From the south line of University Avenue to the north line of West 29th Street.

(Code 2017, § 26-272.1; Ord. No. 2867, § 1, 6-20-2016)

**Sec. 23-377. Parking prohibited on Monday, Wednesday or Friday, 8:00 a.m. to 5:00 p.m., north and east sides of street.**

When signs are erected giving notice thereof, no person shall park a vehicle on the north and east sides of the following streets or portions of streets during the hours of 8:00 a.m. to 5:00 p.m. on Monday, or Wednesday or Friday:

Street	Portion Where Parking Prohibited
Eighth Street (West)	From the west line of Pearl Street to the east line of Division Street.
Ninth Street (West)	From the west line of Catherine Street west to the east line of Division Street.
11th Street (West)	From the east line of Pearl Street to the west line of Division Street.
19th Street (West)	From the west side of Olive Street to the east line of College Street.
22nd Street (West)	From the west line of Tremont Street to the east line of College Street.
23rd Street (West)	From the west line of Tremont Street to the east line of Iowa Street.
25th Street (West)	From the west line of Olive Street to the east line of College Street.
26th Street	From the west line of Tremont Street to the east line of College Street.

(West)	
28th Street (West)	From the west line of Walnut Street to the east line of College Street.
Brookside Drive	From the east curb line of Starview Drive east to the west curb line of Panther Lane.
Campus Street	From a point 248 feet south of the south curb line of West 20th Street south to the north curb line of West 22nd Street.
College Street	From a point 65 feet south of the south curb line of University Avenue south to the north curb line of West 29th Street.
Division Street	From a point 120 feet north of the north line of Eighth Street to the south line of Sixth Street.
Ellen Street	From the south curb line of West 7th Street to the north curb line of West 12th Street.
Floral Court	The entire length of the street except the radius of the cul-de-sac.
Iowa Street	From the south line of West 21st Street to the north line of University Avenue.
	From the north line of First Street to the south line of 11th Street.
Merner Avenue	From the south curb line of West 18th Street south to the north curb line of West 19th Street.
	From the south end of the bridge over Dry Run Creek south to the north line of West 22nd Street.
Olive Street	From the south curb line of West 21st Street to the north curb line of University Avenue.
	From the north line of First Street to the south line of 12th Street.
Pearl Street	From the north line of Eighth Street to the south line of 11th Street.
Seerley Boulevard	From the west line of Tremont Street to the east line of Olive Street.

Tremont Street	From the south line of West 20th Street to the north line of University Avenue.
Walnut Street	From the south line of West 18th Street to the north line of University Avenue.

(Code 2017, § 26-273; Ord. No. 1960, § 2, 11-25-1991; Ord. No. 2078, § 3, 12-12-1994; Ord. No. 2101, § 1, 5-8-1995; Ord. No. 2130, § 3, 1-22-1996; Ord. No. 2240, § 2, 5-26-1998; Ord. No. 2252, § 2, 1-25-1999; Ord. No. 2257, § 3, 4-12-1999; Ord. No. 2277, § 1, 10-25-1999; Ord. No. 2288, § 2, 2-14-2000; Ord. No. 2290, § 2, 2-28-2000; Ord. No. 2328, § 2, 3-26-2001; Ord. No. 2401, §§ 4—6, 11-25-2002; Ord. No. 2418, § 2, 3-10-2003; Ord. No. 2466, § 2, 1-12-2004; Ord. No. 2489, § 2, 9-20-2004; Ord. No. 2565, § 2, 11-14-2005; Ord. No. 2592, § 2, 8-14-2006; Ord. No. 2637, § 1, 2, 11-12-2007; Ord. No. 2664, § 2, 9-8-2008; Ord. No. 2670, § 3, 1-26-2009; Ord. No. 2757, § 2, 12-12-2012[11]; Ord. No. 2781, § 2, 10-22-2012; Ord. No. 2811, § 5, 5-12-2014; Ord. No. 2834, § 2, 3-2-2015; Ord. No. 2866, § 2, 6-20-2016; Ord. No. 2897, § 2, 3-6-2017)

**Sec. 23-378. Parking prohibited on Monday, Wednesday or Friday, 8:00 a.m. to 5:00 p.m., south and west sides of street.**

When signs are erected giving notice thereof, no person shall park a vehicle on the south and west sides of the following streets or portions of streets during the hours of 8:00 a.m. to 5:00 p.m. on Monday, Wednesday or Friday:

Street	Portion Where Parking Prohibited
Walnut Street	From the south line of University Avenue to the north line of West 29th Street.

(Code 2017, § 26-273.1; Ord. No. 2867, § 2, 6-20-2016)

**Sec. 23-379. Limited parking on specific streets.**

When signs are erected giving notice thereof, no person shall park a vehicle on the following streets or portions of streets for a period longer than the time limit specified in this section.

Street	Portion Where Parking Limited
Third Street (West)	

	On the south side, beginning at a point 35 feet west of the west curb line of Franklin Street, then west 20 feet to the west curb line of Franklin Street, parking shall be marked off into stalls and shall be limited to a 30-minute period.
23rd Street (West)	On the north side, between the east line of Merner Avenue and the west side of Campus Street, parking shall be marked off in parking stalls and limited to a one-hour period.
Clay Street	On the east side, from the south line of West Second Street to a point 147 feet south of the south line of West Second Street, parking shall be marked off into parking stalls and parking shall be limited to a 30-minute period.
	On the east side from the intersection of Clay Street and West 3rd Street a distance of 102 feet north, parking shall be marked off into parking stalls and limited to a 30-minute period.
College Street	On the east side, from the south curb line of West 20th Street south to the north curb line of 21st Street, parking shall be limited to a two-hour period.
College Street (South)	On the east side, from the south curb line of West 20th Street south to the north curb line of West 22nd Street, parking shall be limited to a two-hour period.
	On the west side, from the south curb line of West 20th Street to a point 40 feet north of the north curb line of West 22nd Street, parking shall be limited to a two-hour period.

(Code 2017, § 26-274; Ord. No. 1922, §§ 3, 4, 11-26-1990; Ord. No. 1926, § 2, 1-2-1991; Ord. No. 2006, § 10, 3-1-1993; Ord. No. 2011, § 2, 4-12-1993; Ord. No. 2024, § 1, 8-23-1993; Ord. No. 2564, § 1, 11-14-2005; Ord. No. 2577, § 2, 6-12-2006; Ord. No. 2596, § 1, 9-11-2006; Ord. No. 2662, § 1, 8-25-2008; Ord. No. 2807, § 2, 3-24-2014)

**Sec. 23-380. All-night parking prohibited on specific streets.**

No person shall park a vehicle on the following streets on any day between the hours of 2:00 a.m. and 6:00 a.m.:

Street	Portion Where Parking Prohibited

23rd Street (West)	On both sides, between College Street and Merner Avenue.
	On the south side between Merner Avenue and Minnesota Street.
31st Street (West)	On the south side between Hudson Road and a point 1,300 feet west of Hudson Road.
College Street	On both sides between 20th Street and 23rd Street.
Main Street	On both sides between First Street and Fifth Street.
	On the west side between Fifth Street and Sixth Street.

(Code 2017, § 26-275; Ord. No. 2690, § 1, 8-24-2009)

**Sec. 23-381. Angle parking zones.**

No person shall park a vehicle on the following streets or portions of streets, which have been signed or marked for angle parking, other than within the lines so marked:

Street	Portion Zoned
Second Street (West)	On the north side from State Street to Clay Street.
	On both sides between Franklin Street and Clay Street.
Third Street	On the south side between Washington Street to the west line of the Washington Street and Main Street alley.
	On the north side between the east line of the Washington Street and Main Street alley to the west line of Main Street.
	On the south side between the east line of Main Street to the west line of the Main Street and State Street alley.
Fourth Street	On the south side from the east curb line of State Street east to the end of the street.

(East)	
Eighth Street (West)	On the north side between College Street and Pearl Street.
11th Street (West)	On both sides from Division Street west to a point 400 feet west of the west line of Division Street.
Clay Street	On both sides between Second Street and Third Street.
Division Street	On both sides between Eighth Street and 12th Street.
Main Street	On both sides between First Street and Sixth Street.
Pearl Street	On both sides between Seventh Street and Eighth Street.
Rownd Street	On the west side from a point 185 feet north from the north curb line of Valley High Drive to a point 307 feet north of the north curb line of Valley High Drive.
State Street	On the east side from the north curb line of Fourth Street north to the south curb line of Second Street.

**Sec. 23-382. Loading zones on specific streets.**

The streets or portions of streets enumerated in this section, when properly signposted, are hereby declared to be loading zones at all times if unspecified in this section, or if specified in this section, only during the listed times . No vehicle shall park or stand in a loading zone other than while actually engaged in the loading or unloading of passengers or materials. Time limits for loading or unloading in loading zones may be established by proper signpost. Exceeding such posted time limits shall be a violation of this section.

Street	Portion Where Parking Limited
Fourth Street (West)	Loading zone: From a point 100 feet east of the centerline of Francis Street to a point east of the centerline of Francis Street.
Seventh	Loading zone: On the north side from the east curb line of Washington Street east a

Street (West)	distance of 112 feet during the hours of 7:00 a.m. to 4:00 p.m., Monday through Friday.
Eighth Street (West)	Loading zone: On the south side from the east line of Tremont Street to a point 65 feet east of the east line of Tremont Street.
Eighth Street (West)	Loading zone: On the north side from a point 203.5 feet east of the centerline of Barrington Drive, thence a distance of 150 feet east, from 8:00 a.m. to 4:00 p.m., Monday through Friday.
Ninth Street (East)	Loading zone: On the south side from a point 59 feet east of the east right-of-way line, thence east 40 feet.
20th Street (West)	Loading zone: On the south side, commencing at the east right-of-way line of College Street and extending 55 feet east.
22nd Street (West)	Loading zone: On the north side commencing 160 feet west of College Street and continuing west a distance of 81 feet.
23rd Street (West)	Loading zone: On the north side from the west line of College Street to a point 95 feet west thereof.
Clay Street	Loading zone: On the east side commencing at a point 63 feet south of the south curb line of Sixth Street and extending south 36 feet.
Clay Street	Loading zone: On the east side beginning at a point 77 feet north of the north line of Ninth Street and extending to a point 117 feet north of the north line of Ninth Street.
Dallas Drive	Loading zone: On the east side from a point 50 feet north of the north curb line of Idaho Street north a distance of 30 feet.
Dallas Drive	Loading zone: On the east side from a point 100 feet north of the north curb line of Idaho Street north a distance of 25 feet.
Grand Boulevard	Loading zone: On the south side commencing at a point 188 feet west of the centerline of Park Drive and extending to a point 245 feet west of the centerline of Park Drive.
Main Street	Loading zone: On the east side of said street from a point 145 feet south of the centerline on Ninth Street a distance of 50 feet south.

Rownd Street	On the west side from a point 380 feet north of the north curb line of Valley High Drive to a point 520 feet north of the north curb line of Valley High Drive from 8:30 a.m. to 9:00 a.m. Monday through Friday; from 3:15 p.m. to 3:45 p.m. on Monday, Tuesday, Thursday and Friday; and from 2:00 p.m. to 2:30 p.m. on Wednesday.
Seerley Boulevard	Loading Zone: On the north side from a point 133 feet west of the west line of Melrose Drive west a distance of 250 feet, from 6:00 a.m. to 6:00 p.m., Monday through Friday.
Walnut Street	On the west side from the north curb line of 18th Street north a distance of 80 feet.
Walnut Street	Loading Zone: On the east side commencing at a point 15 feet south of the south curb line of West 13th Street south a distance of 45 feet.
Washington Street	Loading zone: On the west side commencing at a point 99 feet north of the north curb line of Eighth Street at its intersection with Washington Street and continuing north a distance of 46 feet.
Washington Street	Loading zone: One the west side commencing at the north curb line of Eighth Street at its intersection with Washington Street north a distance of 99 feet during the hours of 7:00 a.m. to 6:00 p.m. Monday through Friday.

(Code 2017, § 26-277; Ord. No. 1966, §§ 1, 3, 2-11-1992; Ord. No. 2002, § 4, 1-11-1993; Ord. No. 2048, § 1, 2-28-1994; Ord. No. 2069, § 1, 11-14-1994; Ord. No. 2090, § 2, 3-27-1995; Ord. No. 2094, § 1, 4-10-1995; Ord. No. 2124, § 1, 12-11-1995; Ord. No. 2172, § 2, 12-9-1996; Ord. No. 2228, § 1, 4-13-1998; Ord. No. 2247, § 1, 11-9-1998; Ord. No. 2268, §§ 3, 4, 7-12-1999; Ord. No. 2272, §§ 1, 2, 6-28-1999; Ord. No. 2285, § 2, 1-10-2000; Ord. No. 2471, § 1, 1-26-2004; Ord. No. 2538, § 1, 8-8-2005; Ord. No. 2558, § 2, 11-14-2005; Ord. No. 2577, § 3, 6-12-2006; Ord. No. 2606, § 1, 10-23-2006; Ord. No. 2610, § 2, 12-18-2006; Ord. No. 2734, § 2, 2-28-2011; Ord. No. 2807, § 3, 3-24-2014; Ord. No. 2811, § 3, 5-12-2014)

(Code 2017, § 26-276; Ord. No. 2690, § 2, 8-24-2009; Ord. No. 2734, § 1, 2-28-2011)

### **Sec. 23-383. School bus loading and unloading zones.**

The streets or portions of streets enumerated in this section, when properly signposted, are hereby declared to be school bus loading or unloading zones. No vehicle other than a school bus shall park in any school bus loading or unloading zone.

Street	Portion Where Parking Prohibited
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Lantz Avenue	On the east side of said street from a point 50 feet south of the southeast corner of Lantz Avenue and Fern Street a distance of 61 feet south.
Seerley Boulevard	On the north side from a point 383 feet west of the west line of Melrose Drive west a distance of 100 feet, from 7:30 a.m. to 4:30 p.m., Monday through Friday.
	On the south side, from a point 350 feet east of Grove Street to a point 525 feet east of Grove Street, from 7:00 a.m. to 4:00 p.m., Monday through Friday.
Washington Street	On the west side from a point 100 feet north of the north curb line of West Seventh Street north to a point 25 feet south of the south curb line of West Sixth Street, from 7:00 a.m. to 4:00 p.m., Monday through Friday.

(Code 2017, § 26-278; Ord. No. 2004, § 5, 2-8-1993; Ord. No. 2090, § 3, 3-27-1995; Ord. No. 2215, § 1, 1-26-1998; Ord. No. 2285, § 3, 1-10-2000; Ord. No. 2510, § 1, 4-11-2005; Ord. No. 2734, § 3, 2-28-2011)

#### **Sec. 23-384. Restricting parking in a loading zone.**

The street or portions of streets or alleys or portions of alleys enumerated in this section, when properly sign posted, are hereby declared to be loading zones. No vehicle shall park in a loading zone other than while actually engaged in the loading or unloading of passengers or materials.

Street or Alley	Loading Zone
The east west alley between West 1st Street and West 2nd Street.	From the east line of the north south alley between West 1st Street and West 2nd Street, a distance of 73 feet east, during the hours of 8:00 a.m. to 5:00 p.m., Monday through Saturday.

(Code 2017, § 26-279; Ord. No. 1991, § 1(158.2), 9-28-1992)

#### **Sec. 23-385. Lamps on parked vehicles.**

Whenever a vehicle is parked or stopped upon a roadway or shoulder adjacent to the roadway, outside of a business district whether attended or unattended during the times mentioned in section 23-517, such vehicle shall be equipped with one or more lamps which shall exhibit a white or amber light on the roadway side visible from a distance of 500 feet to the front of such vehicle and a red light visible from a distance of 500 feet to the rear. Any lighted headlamps upon a parked vehicle shall be depressed or dimmed.

(Code 2017, § 26-280; Ord. No. 1995, § 1(243A), 9-28-1992)

**Sec. 23-386. Prohibited parking during snow removal.**

- (a) Whenever the mayor or director of municipal operations and programs or the director's designee finds on the basis of excess accumulation of snow, that weather conditions have created or are likely to create hazardous road and driving conditions which will impede or are likely to impede movement of fire, health, police, emergency or other vital vehicular traffic, the mayor or director of municipal operations and programs or the director's designee may declare a snow emergency, and declare that snow removal from priority streets shall begin and shall prohibit parking or stopping of vehicles on designated snow removal routes. While the snow emergency is in effect, no person shall park, abandon or leave unattended any vehicle upon any snow removal route or portion of such route, as designated as such by subsection (d) of this section. Each street designated as a snow removal route shall be marked with signs displaying the words, "Emergency Snow Route." A snow removal parking ban shall continue from its declaration through the duration of the snow storm, and until the mayor or director of municipal operations and programs or the director's designee issues notice that the snow emergency is at an end. The public will be notified via local radio, television and newspaper when the snow emergency begins and is concluded. The parking prohibition on snow removal routes shall not go into effect until two hours after the snow emergency has been declared in accordance with this section. Termination of the parking prohibition shall be effective immediately upon the announcement that the snow emergency is at an end.
- (b) When it is declared that snow removal operations are to begin, it shall be unlawful for the driver of any vehicle to impede or block traffic on designated snow removal routes.
- (c) Any police officer of the city police operations division, including duly authorized volunteer officers, or the director of municipal operations and programs or the director's designee shall be authorized to cause the towing of vehicles blocking traffic or parking on designated snow removal routes during snow removal operations in violation of this section. The owner of the vehicle shall pay the costs of towing and storage occasioned by the removal of the vehicle as provided herein. In addition any police officer of the city police operations division, including duly authorized volunteer officers, the director of municipal operations and programs or the director's designee shall be authorized to issue parking tickets for violations of this section, parking on designated snow removal routes during snow removal operations.
- (d) Priority snow removal routes are designated as follows:

Street	Portion Where Parking Prohibited
Second Street	From State Street to Franklin Street
Third Street	From State Street to Franklin Street
Fourth Street	From State Street to Washington Street
Fifth Street	From State Street to Washington Street
Sixth Street	From State Street to Clay Street

18th Street (West)	From College Street to Hudson Road
23rd Street	From College Street to Merner Avenue
Clay Street	From First Street to Sixth Street
College Street	From University Avenue to 18th Street
Division Street	From Eighth Street to 12th Street
Franklin Street	From Sixth Street to First Street
Main Street	From First Street to Sixth Street
Orchard Drive	From South Main Street to Cedar Heights Drive
State Street	From First Street to Sixth Street
Walnut Street	From First Street to 18th Street
Washington Street	From First Street to Sixth Street

- (e) Special penalty. Any person violating this parking ban shall be fined \$25.00 for each offense, in addition to the costs of towing and storage.
- (f) In any proceeding for violation of this section, the registration plates displayed on a motor vehicle involved in such violation shall constitute in evidence a prima facie presumption that the registered owner of such motor vehicle was the person who parked or placed such motor vehicle at the point where such violation occurred.

(Code 2017, § 26-281; Ord. No. 2679, § 1, 3-9-2009; Ord. No. 2855, § 1, 10-19-2015)

#### **Sec. 23-387. Fire lanes.**

- (a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

*Building* means any structure or portion of a structure which meet the following criteria:

- (1) Privately owned commercial property zoned commercial under the zoning chapter of specifically zoned in the following commercial districts: S-1, C-1, C-2, and C-3.
- (2) Privately owned residential property under the zoning chapter specifically zoned as RP.

*Commercial vehicle* means a motor driven car or truck which is designated by lettering on the vehicle's body indicating a commercial purpose or which has a commercial license plate attached and is duly registered to the vehicle.

*Fire lane* means an opening not less than 20 feet of unobstructed width measured from the farthest building projection or walkway/curb, whichever is the greatest distance from the building wall, and shall have no vertical obstructions. The length of a fire lane shall be properly posted as set forth below.

- (b) *Violation.* No person shall park a vehicle in any place designated by the fire operations division as a fire lane and posted as hereinafter provided, whether such fire lane be upon publicly owned property or right-of-way, or upon privately owned property. Any person violating this section shall be guilty of a municipal infraction and subject to punishment as provided in section 1-9. In addition, members of the police t operations division or parking meter attendants, or their designees, may remove such vehicle to a storage place as provided by ordinance.
- (c) *Signs.* A fire lane shall be posted with metal signs reading "No Parking—Fire Lane Violators Subject to Towing and Citation under code section 23-389 of the City of Cedar Falls, Iowa" at least every 50 linear feet thereof.
- (d) *Presumption.* When an area is posted as a fire lane as provided in subsection (c) of this section, a presumption shall arise that said area was designated as a fire lane by or with the authority of the fire operations division.
- (e) *Maintenance and construction expense.* Fire lanes shall be constructed and maintained at the owner's expense, which shall include the purchase of properly marked signs.
- (f) *Free and clear of all obstructions.* Fire lanes shall at all times be free and clear of all obstructions, with the following exceptions:
  - (1) Normal movement of vehicular traffic.
  - (2) Actively loading and unloading of commercial vehicles. Commercial vehicles shall be limited to a period of not more than 30 minutes' obstruction of the fire lane.

(Code 2017, § 26-282; Ord. No. 2232, § 2, 4-27-1998; Ord. No. 2705, §§ 4, 5, 2-22-2010)

**Secs. 23-388—23-406. Reserved.**

## **DIVISION 2. PARKING ENFORCEMENT DISTRICTS, EQUIPMENT, OPERATIONS AND FACILITIES**

### **Sec. 23-407. Definitions.**

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

*Municipal parking lot* means any parking area, not including streets or highways, designated as a public parking lot.

*Operator* means every individual who operates a vehicle as the owner thereof, or as the agent, employee or permittee of the owner, or who is in actual physical control of a vehicle.

*Park or parking* means the standing of a vehicle, whether occupied or not, upon a street or municipal parking lot, other than temporarily for the purpose of and while actually engaged in receiving or discharging passengers or loading or unloading merchandise, or in obedience to traffic regulations, signs or signals, and other than an involuntary stopping of a vehicle by reason of causes beyond the control of the operator of such vehicle.

*Parking meter/pay station* means any mechanical device or meter not inconsistent with this division that is placed or erected for the regulation of parking by authority of this division. Parking meters/pay stations installed shall indicate the legal parking time and pay for parking rate established by the city, and at the expiration of such period shall indicate illegal or overtime parking.

*Parking space* means any space within a parking enforcement district, which is duly designated for the parking of a single vehicle by lines painted or otherwise durably marked on the curb or on the surface of the street or municipal parking lot.

*Parking enforcement district* means a defined district comprised of restricted street parking and regulated municipal parking lots and facilities where parking is enforced.

*Person* means any individual, firm, copartnership, association or corporation.

*Street* means any public street, avenue, road, alley, highway, lane, path or other public place located in the city and established for the use of vehicles.

*Vehicle* means any device in, upon or by which any person or property is or may be transported upon a highway, except a device which is operated upon rails or tracks.

(Code 2017, § 26-291)

#### **Sec. 23-408. Rights reserved by city.**

Nothing contained in this division shall be construed as prohibiting the city from providing for bus stops and for other matters of a similar nature, including the loading or unloading of trucks, vans or other commercial vehicles.

(Code 2017, § 26-293)

#### **Sec. 23-409. Supervision of parking operations.**

The council shall be responsible for the regulation, control, operation, maintenance and use of parking operations in the city.

(Code 2017, § 26-294)

#### **Sec. 23-410. Use of parking enforcement district for loading and unloading.**

Commercial trucks may park on the street or in municipal parking lots in parking enforcement districts to load and unload merchandise where no facilities are available to load or unload in alleys or loading/unloading zones. Such parking shall not exceed 15 minutes, and parking beyond such time limit shall be considered a violation of this division.

(Code 2017, § 26-296)

### **Sec. 23-411 – Parking districts described.**

The following named and described districts, lying within the corporate limits of the city, shall constitute a parking enforcement district.

- (a) Downtown parking enforcement district, being the boundaries described in Sec. 26-189, Central Business District (CBD) overlay zoning district.
- (b) College Hill parking enforcement district, being the boundaries described in Sec. 26-181, College Hill Neighborhood (CHN) overlay zoning district.

### **Sec. 23-412. Drop off/Pick up zones on specific streets in a parking enforcement district.**

The streets or portions of streets enumerated in this section, when properly signposted, are hereby declared to be drop off/pick up zones. No vehicle shall park or stand in a drop off/pick up zone other than while actually engaged in the loading or unloading of passengers or materials. In no event shall any vehicle be parked or stand in a drop off/pick up zone for more than 15 minutes.

Street	Portion Where Parking Limited
Second Street (East)	Drop off/ Pick up Zone: On the north side 55 feet east of the Main Street line to a point 65 feet east of the Main Street line.
Second Street (West)	Drop off/ Pick up Zone: On the north side 30 feet west of the Main Street line to a point 40 feet west of the Main Street line.
Third Street (East)	Drop off/ Pick up Zone: On the north side 35 feet east of the Main Street line to a point 55 feet east of the Main Street line.
Third Street (West)	Drop off/ Pick up Zone: On the north side 65 feet west of the Main Street line to a point 75 feet west of the Main Street line.
Third Street (West)	Drop off/ Pick up Zone: On the north side 20 feet west of the Washington Street line to a point 40 feet west of the Washington Street line.
Fourth Street (East)	Drop off/ Pick up Zone: On the north side 50 feet east of the Main Street line to a point 70 feet east of the Main Street line.
Fourth Street	Drop off/ Pick up Zone: On the north side 40 feet west of the Main Street line to a point

(West)	50 feet west of the Main Street line.
Fifth Street (West)	Drop off/Pick up Zone: On the north side 50 feet west of the Main Street line to a point 70 feet west of the Main Street line.
Sixth Street	Drop of/ Pick up Zone: On the north side from the east line of Clay Street to the east 150 feet to the west line of the Alley.
Clay Street	Drop off/ Pick up Zone: On the east side 30 feet north of the north line of 6th Street to a point 120 feet north of the north 6th Street line.
Clay Street	Drop off/ Pick up Zone: On the west side 30 feet north of the north line of 6th Street to a point 120 feet north of the north 6th Street line.
Main Street	Drop off/Pick up Zone: On the west side 25 feet south of the south line of First Street to a point 90 feet south of the south line of First Street.
State Street	Drop off/Pick up Zone: On the west side from a point 20' south of the south line of Second Street to 40' south of the south line of Second Street.

**Sec. 23-413. Parking time limits in parking enforcement districts.**

- (1) Parking is prohibited in a municipal lot unless the operator of the vehicle is permitted to do so by purchasing a city issued permit or pays for parking at or by means of a parking meter/pay station. :
- (2) When signs are erected giving notice thereof, parking or standing a vehicle in a designated parking space shall be limited and enforced between the hours of 9:00 a.m. and 8:00 p.m., Monday through Saturday. The provisions of this section shall not apply on the following named holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- (3) Rates for paid parking in a parking enforcement district shall be adopted by resolution by the city council and appropriately posted giving notice of said rates.

(Code 2017, § 26-298; Ord. No. 1926, §§ 3, 4, 1-2-1991; Ord. No. 2006, § 11, 3-1-1993; Ord. No. 2206, § 1, 10-13-1997; Ord. No. 2342, § 1, 8-13-2001; Ord. No. 2559, § 1, 10-24-2005; Ord. No. 2705, § 7, 2-22-2010)

**Sec. 23-414. Use of funds collected from parking operations and enforcement.**

- (a) Funds derived from the operation and enforcement of parking shall be used for the following purposes and none other:
  - (1) Payment of the cost of acquisition, installation, maintenance, repair and operation of equipment, signs and other devices to regulate and enforce parking laws.

- (2) Payment of the cost of acquiring, by purchase, lease or similar arrangement, parking lots, facilities or other off-street parking areas, including operation, enlargement or improvement thereof or the facilities thereof, and widening or altering the streets to provide additional parking facilities.
- (3) Retirement of revenue bonds.
- (b) All revenues derived from parking enforcement operations not required for the payment of costs under subsection (a) of this section shall be expended for the improvement of existing facilities or the acquisition and improvement of additional off-street parking areas, provided that such funds may be retained and accumulated for such purpose for such length of time and in such amount as may be reasonably necessary to effectuate such program of acquisition of parking lots or other off-street parking areas.

(Code 2017, § 26-302)

#### **Sec. 23-415. Parking violations.**

It shall be unlawful and a violation of the provisions of this division for any person to:

- (1) Cause, allow, permit or suffer any vehicle registered in the name of or operated by such person to be parked overtime or beyond the period of legal parking time established or purchased.
- (2) Permit any vehicle to remain or be placed in a parking space beyond the period prescribed for such parking space.
- (3) Park any vehicle across any line or marking of a parking space or in such position that the vehicle is not entirely within the area designated by such lines or markings. Where angle or straight-in parking is provided, a vehicle must be parked entirely between the lines or markings with one of the front wheels of the vehicle touching the bumper block or curb, if one exists.
- (4) Deface, injure, tamper with, open or willfully break, destroy or impair the usefulness of any parking equipment or device installed under the provisions of this division. Violation of this provision shall be considered a simple misdemeanor as provided for in Section 23-23.

(Code 2017, § 26-303; Ord. No. 2006, § 12, 3-1-1993)

#### **Sec. 23-416. Notice of parking violation.**

Parking enforcement personnel of the city shall attach to the vehicles in violation of this division a notice to the owner or operator thereof stating that such vehicle has been parked in violation of this division and informing the owner or operator of the amount of the fine, how the fine may be paid, and the penalty for failure to pay the fine.

(Code 2017, § 26-304)

#### **Sec. 23-417. Report of parking violations.**

It shall be the duty of the parking enforcement personnel of the city, acting in accordance with instructions issued by the city clerk and as approved by the council, to report the following:

- (1) The location of the vehicle that is or has been parking in violation of any of the provisions of this division.
- (2) The state license number of such vehicle.



- (3) The time during which such vehicle is parking in violation of any of the provisions of this division.
- (4) Any other facts which are necessary to a thorough understanding of the circumstances attending such violation.

(Code 2017, § 26-305; Ord. No. 2583, § 3, 6-12-2006)

(Code 2017, § 26-306)

**Sec. 23-418. Fines for parking violations.**

- (a) Except as otherwise provided in this article or by state law, the fine for a violation of this article shall be \$10.00, payable to the city. If said fine is not paid within 30 days from the date of the notice of violation, the fine shall be increased to \$15.00.

(Code 2017, § 26-307; Ord. No. 2722, § 1, 12-13-2010)

**Sec. 23-419. Parking permits for municipal parking lots or parking facilities.**

- (a) *Generally.* The owner or operator of a motor vehicle may obtain a parking permit for use in the off-street municipal parking lots or facilities. Parking permits may be assigned to a specific parking lot or facility, and may vary in price. Parking permit fees shall be established from time to time by resolution of the city council. The parking permit is to be displayed in the lower left-hand corner of the windshield of the vehicle unless the owner or operator of the vehicle has registered the license plate of the vehicle with the parking enforcement agency designated by the city. The purchase and proper display of a parking permit, as required in this subsection shall entitle the motor vehicle to be parked in the designated off-street municipal parking lot or facility for a period of up to 48 consecutive hours without penalty for overtime parking.

(Code 2017, § 26-311; Ord. No. 2771, § 1, 7-9-2012)

**Sec. 23-420. Two-hour limit on parking in certain parking spaces on certain streets.**

- (a) When signs are erected giving notice thereof, parking or standing a vehicle in a designated parking space shall be limited to a total of two hours of parking between the hours of 9:00 a.m. and 8:00 p.m., except on the following named holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, on the following streets or portions of streets within the city:
  - (1) Main Street from First Street to Sixth Street.
- (b) Each consecutive two-hour period during one calendar day that a vehicle remains illegally parked in a designated space as provided in this subsection shall constitute a separate and distinct offense. The first offense shall terminate two hours after the time a citation charging the offense is issued, which time shall be noted on the citation, and a separate and new offense shall occur during each two-hour period thereafter.
- (c) The schedule of fines for violations described in subsection (a) of this section shall be the fines as stated in section 23-421(a).

(Code 2017, § 26-312; Ord. No. 2722, § 4, 12-13-2010; Ord. No. 2874, § 1, 8-1-2016)

**Sec. 23-421. Three-hour limit on parking in certain parking spaces on certain streets.**

(a) When signs are erected giving notice thereof, parking or standing a vehicle in a designated parking space shall be limited to a total of three hours of parking between the hours of 9:00 a.m. and 8:00 p.m., except on the following named holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, on the following streets or portions of streets within the city:

- (1) Second Street from State Street to Clay Street.
- (2) Third Street from State Street to Clay Street.
- (3) Fourth Street from State Street to Washington Street.
- (4) Fifth Street from State Street to Washington Street.
- (6) State Street from Second Street to Fourth Street.
- (7) Washington Street from First Street to Sixth Street.
- (8) Sixth Street from Washington Street west to the alley between Clay Street and Washington Street.

Each consecutive three-hour period during one calendar day that a vehicle remains illegally parked in a designated space as provided in this subsection shall constitute a separate and distinct offense. The first offense shall terminate three hours after the time a citation charging the offense is issued, which time shall be noted on the citation, and a separate and new offense shall occur during each three-hour period thereafter.

(c) The schedule of fines for violations described in subsection (a) of this section shall be the fines as stated in section 23-421(a).

**Sec. 23-422. Two-hour limit on parking in municipal lots G, M and N and on certain portions of College Street and 23rd Street.**

(a) When signs are erected giving notice thereof, parking or standing a vehicle in a designated parking space shall be limited to a total of two hours for each vehicle on each weekday between the hours of 9:00 a.m. and 5:00 p.m., except on the following named holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, in the following places:

- (1) Anywhere within municipal lots G, M and N.

- (2) 23rd Street from that portion of said street adjacent to 1019 West 23rd Street west to Merner Avenue.

Each consecutive two-hour minute period during one calendar day that a vehicle remains illegally parked in a designated space as provided in this subsection shall constitute a separate and distinct offense. The first offense shall terminate two hours after a citation charging the offense is issued, which time shall be noted on the citation, and a separate and new offense shall occur during each two-hour period thereafter.

- (b) The schedule of fines for violations described in subsection (a) of this section shall be \$10.00, payable to the city. If the fine is not paid within 30 days from the date of the notice of the violation, such fine shall be increased to \$15.00.

(Code 2017, § 26-313; Ord. No. 2691, § 2, 7-27-2009; Ord. No. 2705, §§ 5, 8, 2-22-2010)

**Sec. 23-423. One-hour limit on parking in certain parking spaces on certain portions of 23rd Street and College Street.**

- (a) When signs are erected giving notice thereof, parking or standing a vehicle in a designated parking space shall be limited to a total of one hour of parking for each vehicle on each weekday between the hours of 9:00 a.m. and 5:00 p.m., except on the following named holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, on the following portions of streets within the city:

- (1) 23rd Street from College Street west to and including that portion of West 23rd Street adjacent to 1009 West 23rd Street.
- (2) College Street from 22nd Street to 23rd Street.

Each consecutive one-hour period during one calendar day that a vehicle remains illegally parked in a designated space as provided in this subsection shall constitute a separate and distinct offense. The first offense shall terminate one hour after the time a citation charging the offense is issued, which time shall be noted on the citation, and a separate and new offense shall occur during each one-hour period thereafter.

- (b) The schedule of fines for violations described in subsection (a) of this section shall be \$10.00, payable to the city. If the fine is not paid within 30 days from the date of the notice of the violation, such fine shall be increased to \$15.00.

(Code 2017, § 26-314; Ord. No. 2691, § 3, 7-27-2009)

**Sec. 23-424. One-hour limit on parking in municipal lot O.**

- (a) When signs are erected giving notice thereof, parking or standing a vehicle in a designated parking space shall be limited to a total of one hour of parking for each vehicle on each weekday between the hours of 9:00 a.m. and 5:00 p.m., except on the following named holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, on the following portions of streets within the city:

- (1) Anywhere within municipal lot O.
- (2) Each consecutive one-hour period during one calendar day that a vehicle remains illegally parked in a designated space as provided in this subsection shall constitute a separate and distinct offense. The first offense shall terminate one-hour after the time a citation charging the offense is issued, which time shall be noted on the citation, and a separate and new offense shall occur during each one-hour period thereafter.

- (b) The schedule of fines for violations described in subsection (a) of this section shall be \$10.00, payable to the city. If the fine is not paid within 30 days from the date of the notice of the violation, such fine shall be increased to \$15.00.

(Code 2017, § 26-315; Ord. No. 2691, § 4, 7-27-2009)

**Sec. 23-425. Parking prohibited in portions of municipal lot G during certain hours.**

When signs are erected giving notice thereof, parking or standing a vehicle shall be prohibited in the 20 angled parking spaces located in the northeast leg of municipal lot G on Thursday afternoons only commencing with the first Thursday of June of each year and continuing through the last Thursday of October of each year during the hours of 2:00 p.m. to 7:00 p.m.

(Code 2017, § 26-316; Ord. No. 2833, § 1, 12-1-2014; Secs. 23-425—23-458. Reserved.

INTRODUCED: \_\_\_\_\_ May 20, 2019

PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_ May 20, 2019

PASSED 2<sup>ND</sup> CONSIDERATION: \_\_\_\_\_ June 3, 2019

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

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

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

ATTEST:

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

**ORDINANCE NO. 2946**

AN ORDINANCE **(1)** REPEALING SECTION 23-41, COLLECTION AND DISPOSITION OF MONEY DEPOSITED IN PARKING METERS, OF DIVISION 1, GENERALLY, OF ARTICLE II, ADMINISTRATION AND OBEDIENCE, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF, A NEW SECTION 23-41, COLLECTION AND DISPOSITION OF MONEY DEPOSITED IN PAYSTATIONS/METERS, OF DIVISION 1, GENERALLY, OF ARTICLE II, ADMINISTRATION AND OBEDIENCE, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA; AND **(2)** REPEALING SECTION 23-83, MARKING OF PARKING SPACES, OF DIVISION 2, DEPARTMENT OF PUBLIC WORKS TRAFFIC STANDARDS, OF ARTICLE II, ADMINISTRATION AND OBEDIENCE, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF, A NEW SECTION 23-83, MARKING OF PARKING SPACES, OF DIVISION 2, DEPARTMENT OF PUBLIC WORKS TRAFFIC STANDARDS, OF ARTICLE II, ADMINISTRATION AND OBEDIENCE, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA.

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

*Section 1.* Section 23-41, Collection and Disposition of Money Deposited in Parking Meters, of Division 1, Generally, of Article II, Administration and Enforcement, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 23-41, Collection and Disposition of Money Deposited in Pay Stations/Meters is enacted in lieu thereof, as follows:

**Sec. 23-41. Collection and disposition of money deposited in pay stations/meters.**

It shall be the duty of the parking enforcement and administration section of the public records division of the department of finance and business operations to make regular collections of money deposited in the parking pay stations/meters of the city. It shall be the duty of such persons removing the coins to place them in the approved container and to deliver the

container to the city's financial institution so that the funds may be counted and deposited in the city's account.

(Code 2017, § 26-49; Ord. No. 2729, § 1, 2-14-2011)

*Section 2.* Section 23-83, Marking of Parking Spaces, of Division 2, Department of Public Works Traffic Standards, of Article II, Administration and Obedience, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa is hereby repealed in its entirety and a new Section 23-83, Marking of Parking Spaces, is enacted in lieu thereof, as follows:

**Sec. 23-83. Marking of parking spaces.**

(a) The department of public works is hereby directed and authorized to mark off individual parking spaces in parking enforcement districts designated and described in section 23-411, and in all other areas where parking in stalls is desired and authorized within the city. Such parking spaces shall be designated by lines painted or durably marked on the curbing or surface of the street.

(b) At each space so marked, it shall be unlawful to park any vehicle in such a way that such vehicle shall not be entirely within the limits of the space so designated.

(Code 2017, § 26-74)

INTRODUCED: \_\_\_\_\_ June 3, 2019

PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_ June 3, 2019

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

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

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

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

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsens, MMC, City Clerk



MAYOR JIM BROWN

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

## MEMORANDUM

Office of the Mayor

**TO:** City Council  
**FROM:** Mayor Jim Brown  
**DATE:** June 12, 2019  
**SUBJECT:** Appointments & Reappointments

I am recommending the following appointments and reappointments:

<b>Name:</b>	<b>Board/Commission:</b>	<b>Term Ending:</b>
Brian Hayes	Historic Preservation Commission (fills vacancy)	03/31/2022
Michael Mahncke	Historic Preservation Commission (fills vacancy)	03/31/2022
Debra lehl	Utilities Board of Trustees (replaces Pam Taylor effective 09/01/2019)	08/31/2025
Brooke Croshier-Sidebotham	Visitors & Tourism Board (reappointment)	07/01/2022
Amy Dutton	Visitors & Tourism Board (reappointment)	07/01/2022
Doug Johnson	Visitors & Tourism Board (reappointment)	07/01/2022

## CITY OF CEDAR FALLS, IOWA

### APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

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

Name: Brian Patrick Hayes Gender: M Date: 3/31/19  
First MI Last  
Home Address: 1826 Grand Blvd CF Phone: 319 277 4559  
Work Address: Same Phone:   
Email Address: floors@cfv.net Cell: 319 269 2549  
Employer: Self Position/Occupation: Floorcovering Contractor  
If Cedar Falls resident, length of residency: Lifetime Ward: 4  
NOMINEE FOR: Historic Preservation Commission Board/Commission

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

Green Scene past president 2015-2017, CVCS, Consolidation and Archdiocesan board 2000-2009, Blessed Sacrament Church building + grounds, Lector, Commentator, Song leader, Master Gardener, Host Historical Society Garden Tour 2011 + 2016, Host Labor Day Grand Blvd Block Party, Volunteer Sturgis Falls race

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

Multiple years on many Boards, 45 yrs. Licensed Contractor

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

I have a vested interest in Cedar Heights historical significance  
I believe I can be a voice for CF History Preservation

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

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



## CITY OF CEDAR FALLS, IOWA

### APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

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

Name: Michael R Mahncke Gender: M Date: 4/2/19  
First MI Last  
Home Address: 1228 Rainbow Dr. Phone: 319-231-8514  
Work Address: 4500 S. Main St. Phone: 266-6576  
Email Address: bubba316@hotmail.com Cell: \_\_\_\_\_  
Employer: Foreway Meat and Market Position/Occupation: Manager  
If Cedar Falls resident, length of residency: 39 years Ward: 4  
NOMINEE FOR: Historical Preservation Board/Commission

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

Cedar Falls Historical Society / Ice House Council 2007 - present  
Hust/Dodent Ice House and Victorian House

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

N/A

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

I have a big passion for protecting and saving history.

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

N/A

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

## CITY OF CEDAR FALLS, IOWA

### APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

Name: Debra S lehl Gender: F Date: March 5, 2019  
Home Address: 4219 Eastpark Rd Cedar Falls  
Work Address: 211 W 6<sup>th</sup> St Cedar Falls  
Email Address: [debiehl@gmail.com](mailto:debiehl@gmail.com) Cell: 319-404-5103  
Employer: Agape Therapy Position/Occupation: Owner/Physical Therapist  
If Cedar Falls resident, length of residency: 32 years Ward: 5

**NOMINEE FOR:** Board of Trustees

#### **COMMUNITY INVOLVEMENT:**

I have been married for 33 years and am a mother of 6. Including my two daughters-in law, there are 6 UNI grads, one UNI attendee, one ISU attendee, and one CF student in our immediate family. I attended USD, but played basketball against the Panthers in the Dome when it was two years old. My volunteer activity centered around my children's activities, including coaching for the CVYSA and Jr. Tiger Basketball for 6 years, events at various preschools, Orchard Hill, Southdale, Hansen, Peet and CFHS for 28 years. I have been a Lincoln School 6<sup>th</sup> grade mock employee interviewer for 5 years and been a Mentor Mom for the local Mothers of Preschoolers (MOPS) for 6 years. Along with my son, we have served as the Grinch mascot for Jaxton's Journey\* for 4 years.

I have been an active leader in Scouts for 26 years, including den leader, Webelos leader, merit badge counselor, Committee Member (18 years), and Committee Chair (2 years). I am Woodbadge trained and wrote a parent orientation manual for the Troop. I have led up to 22 boys at Summer Camp, planned out of state trips to Michigan, Indiana and West Virginia for up to 43 people, helped lead a Scout group of 44 to London, and have 5 Eagle Scout sons. I have led all ages of youth at church, hosted adult studies, and have been on mission trips to Belize, Romania and China.

Locally, we have planted trees in honor of our children at Orchard Hill Park, own a Blue Zone business with a downtown site for 33 years and 3 satellite offices including locations in Dike and Waterloo. I contribute to the UNI Agape Scholarship Fund, University of Iowa Agape Scholarship Fund, and am a contributing founder to the Cedar Valley Soccer Complex and a 1993 Patron Donor for the construction of the CF Rec Center.

Professionally, I have spoken at multiple school functions and churches in both Waterloo and Cedar Falls about health and physical therapy, was one of the two original sponsors of the Sturgis Falls 5K-½ marathon race, served as Secretary/Treasurer of the NE Chapter of the Iowa Physical Therapy Association and been a question writer for the State Professional Licensure Exam. I also served as an Iowa Delegate for the American Physical Therapy Association and have been involved with multiple legislative lobbying issues for the betterment of the health of our physical therapy patient population and our profession as a whole.

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

I have completed the highest level of Scout training and leadership.

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

I am close to finishing my role as a parent to a CF student, and have been contemplating the next step in being able to give back to my community. I would like to be a part of a group who looks and plans for how to change the future of Cedar Falls for the better to benefit both the citizens and businesses of our fine city. This is the only community I have known since finishing my college degree and moving here for my first job, and would never consider any other community as home.

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

I am a business/property owner and landlord to properties in the city, none presenting any obvious conflict of interest, but I would use these perspectives whenever possible as an asset and be mindful and transparent about any possible conflicts that arise.

City of Cedar Falls

CEDAR FALLS UTILITIES BOARD OF TRUSTEES

Nominee's Questionnaire

1. Why would you like to serve on the Cedar Falls Utilities Board of Trustees?

I moved to the Cedar Valley after college and planted roots here when I met my future husband the first day on the job. I got married, raised 6 children and now have 5 grandchildren in the community. I would like to help keep Cedar Falls growing as an innovative community so my family has no need or desire to move away for 'something better'.

2. What are your views on the importance of energy conservation?

Energy is an important commodity that we need to consume, spend and invest in responsibly. I feel we need to be creative in looking for ways to maximize our current energy efficiency while looking for new and innovative ways to serve our community's needs. We need a balance of being able to be affordable to those on a limited/fixed income while providing a product which will be a quality-of-life driver for all community members.

3. The Cedar Falls Utilities is owned by the City of Cedar Falls. What are your views on transferring funds from the Utilities to the City equal to the amount of fees charged to private utilities for property taxes, franchise fees, use of right-of-way and dividends typically paid to governments or stock holders of the private utility?

I think the majority of the community would prefer not mixing funds between the two entities unless there is a special case that comes before the commission. Keeping these separate helps focus the utility costs on the provision of services and necessary investments for future needs. Any such action should be done with ample discussion, explanation, notice and transparency.

4. CFU competes directly against private sector utilities and communications companies. What are your views on the governmental entities competing against private corporations?

The community as a whole takes pride in what CFU has accomplished over the years. I feel the positive image that CFU has worked hard to earn should continue as a leader in the energy and technology industry and should continue to encourage the citizens to feel a part of the process (i.e. buying solar panels). This competition is healthy and forces CFU to continually improve to best serve the citizens of Cedar Falls.

5. Environmental issues are of constant concern to utilities. Do you have a position on the role of a publicly held utility protecting the environment from the byproducts of energy production?

All energy production has to be balanced between cost-effectiveness and harm to the environment. We should continue to look at new and innovative advances in clean yet affordable sources of energy while keeping the cost of utilities affordable to the public.

6. CFU Trustees have full operational and fiduciary responsibility managing the four utilities offered. What experience do you have in the areas of personnel management, financial operations, litigation, utility operation, and risk management?

My primary experience has been in 33 years of business ownership and personnel management. We have had to work through many Federal regulation changes, some that would have forced us out of business had we not adapted and changed our operations to become a different yet stronger entity.

7. What are your views on customer service?

Positive service to the paying customer is what we have built our business on. Carrying out business on a day to day basis with integrity and honesty have kept us as a player in an arena where very few private companies still remain. Our staff is well trained but it is the personal touch that is the intangible that keeps customers loyal and satisfied. I feel CFU has kept that same loyal base with its customers.

8. What role would you play involving and keeping the City informed on utility issues?

Communication and mutual respect is obviously the key to any business endeavor. I would always try to remain a steady voice for CFU while listening attentively to the needs of the City.

9. What are your views on utility rates?

Obviously, costs must always be covered, but having funds available to be on the cutting edge of new advances provides an upper hand for business recruitment and service to a progressive private sector.

  
Signature

  
Date

## COMMITTEE OF THE WHOLE

City Hall – Council Chambers

June 3, 2019

The Committee of the Whole met in the Council Chambers at 5:45 p.m. on June 3, 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. Tom Nelson with the *Waterloo Courier*, Cary Darrah, Will Frost, Eric Johnson, and Lisa Skubal from Grow Cedar Valley and Debra lehl also attended as well as members of the community.

Mayor Brown called the meeting to order and introduced the first item on the agenda, Utilities Board of Trustee Interview – Debra lehl. Ms. lehl gave a brief history of herself, stating she has benefited from the community and wants to give back. A brief discussion was held.

The Mayor introduced the second item on the agenda Grow Cedar Valley Update. Eric Johnson Chairman of the Board, stated they are happy with the partnership with the City of Cedar Falls and the staff is easy to work with on projects. He introduced Lisa Skubal. Ms. Skubal reviewed the external marketing campaign and recent development. She stated in October they expanded the Midwest initiative and they currently have almost 1500 companies being called upon. She stated Shane Graham Economic Development Coordinator with the City is working with her and attending the Select USA Investment Summit in June. Ms. Skubal introduced Will Frost the new Director of Talent Development. Mr. Frost stated they continue to work with local collaborations and partnerships for inclusion and diversity events. He stated there were over 370 participants at the Economic Inclusion Conference in October. Mr. Frost stated they continue to work on college student engagement and other partnerships in the area. Cary Darrah President stated our top priorities are business retention/expansion and talent in the workforce. She also thanked Eric Johnson for his time serving on the Board and thanked the City for their partnership.

Mayor Brown moved to the third item on the agenda Monument Mailboxes. Stephanie Sheetz Director of Community Development stated the monument mail boxes have been restricted since June 2008. She reviewed the different type of mail boxes, and the standards from the U.S. Postal System when installing them at the curb. Ms. Sheetz reviewed the concerns with the monument mailboxes, including safety in the ROW, increased maintenance cost and additional cost to taxpayers during road reconstruction. She stated the City will reimburse \$75 for a mail box they may damage while snow plowing. She stated the road reconstruction cost might increase by 30% due to a street having monument mailboxes on it. Ms. Sheetz stated the staff recommendation is to continue with the current ordinance that prohibits monument mailboxes and similar obstructions that create safety concerns in the public right of way. She also confirmed that Cedar Falls Utilities agrees with this recommendation.

Mayor Brown opened it for discussion. Ms. Sheetz confirmed the City will reimbursement a maximum of \$75 for a mailbox damaged by City personnel. She stated current residents with monument mailboxes may make minor repairs, but if it is replaced in its entirety they would not be allowed to construct a monument mail box.

Mark Ripplinger Director of Municipal Operations and Programs confirmed they have hit mail boxes during snow removal and after review at Risk Management Committee the reimbursement has been \$75, even for monument mailboxes. Jeff Olson Director of Public Safety Services/Police Chief stated if a personal vehicle damages monument mailboxes that would be between the insurance company and home owner, but this would not affect the City. Chase Schrage Principal Engineer stated an excavation permit by the homeowner would be required for a monument mailbox, if it were allowed. Michael Dewall, Postmaster at Cedar Falls, stated they are doing more Central Box Units (CBU) in new developments. He stated the U.S. Post Office prefers the breakaway post style of mailbox. He also explained there are benefits to the cluster mailboxes; less parking problems and less snow removal in front the cluster mail boxes.

Mayor Brown opened it for public comment. Hans Isakson 3110 Pendleton Drive stated he currently has a monument which needs significant repair or replacement. He explained his neighborhood has monument mailboxes and would like to have it look the same. He would like to see a change with limiting the liability of the City, but built to the U.S. Post Office standards. Tom Blanford motioned to amend the city ordinance to allow repair/replacement to existing monument mailboxes. Daryl Kruse seconded the motion. Mayor Brown opened it up for council discussion. A question was raised about trees in the ROW, Mr. Schrage stated during road reconstruction the area by the monument mail boxes would have to be hand poured and this usually isn't the case for a tree in the ROW since it may have a setback of 4-5 feet. Motion failed 3-4. (Aye – Blanford, Kruse, and Miller; Nay – Darrah, deBuhr, Green, and Wieland)

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

There being no further discussion, Mayor Brown adjourned the meeting at 6:35 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer

**CIVIL SERVICE COMMISSION**  
City of Cedar Falls  
CEDAR FALLS, IOWA

June 12, 2019

Honorable Mayor and City Council  
City Hall, 220 Clay Street  
Cedar Falls, IA 50613


Dear Mayor Brown and Council Members:


The Civil Service Commission of the City of Cedar Falls, Iowa approved of and authorized administration of a testing instrument for the position of Equipment Mechanic. Listed below are the names of the top ranked candidates with their combined average test scores and applicable Veteran's Preference points.

		Combined Average Test Score	Veteran's Preference	Total Points With Preference
Rank	Name			
1	Robert Martin	655		655
2	Caleb Dahlman	530	61.5	592
3	Joseph Elliott	586		586
4	Bradley Yearling	421		421

Respectfully Submitted,

  
\_\_\_\_\_  
John Clopton, Commission Chairperson

  
\_\_\_\_\_  
Sue Ambrecht, Commissioner

  
\_\_\_\_\_  
Paul Lee, Commissioner

Orig: Jacque Danielsens, City Clerk

Cc: Mark Ripplinger, Director of Municipal Operations & Programs  
Brian Heath, Public Works & Parks Manager  
Civil Service Records





## DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
[www.cedarfalls.com](http://www.cedarfalls.com)

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

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

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

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** Terra Ray, Engineer Tech II  
**DATE:** June 13, 2019  
**SUBJECT:** W. 1<sup>st</sup> Street Reconstruction Project – Appraisalment of Damages  
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. 1<sup>st</sup> Street from Hudson Road to the Center/Franklin Street intersection. The project is in the first construction phase, acquisitions of the necessary right of way needs are wrapping up to meet the DOT and City's funding for construction. The road construction will take place in 2019-2020. This project includes a total reconstruction of the roadway from a four lane to a five lane facility. The project identifies the need for total acquisitions from three (3) properties and partial acquisitions from 68 properties.

Attached are the Notice of Appraisalment of Damages reports for Parcel 6 and 76. Please receive and file for our records.

Parcel #	Owner	Address
6	James Lown Properties, LLC	1311-1315 W. 1 <sup>st</sup> Street
76	Realty Income Corporation, Inc.	1612 W. 1 <sup>st</sup> Street

xc: Stephanie Sheetz, Director  
Chase Schrage, Principal Engineer  
David Sturch, Planner III

*PUE - permanent  
utility easement*

IN THE MATTER OF THE  
CONDEMNATION OF CERTAIN  
RIGHTS IN PROPERTY FOR THE

WEST 1<sup>ST</sup> STREET RECONSTRUCTION  
PROJECT

BY THE CITY OF CEDAR FALLS, IOWA  
(PARCEL 6)

APPLICANT

**REPORT OF COMPENSATION  
COMMISSIONERS**

**Case No. 530**

We, the undersigned, being the duly appointed and qualified Compensation Commission appointed in the above-entitled matter, met on this date: March 12, 2019 and assessed and appraised the damages sustained as a result of the condemnation of the following described necessary property interest real estate for the purposes of the West 1<sup>st</sup> Street Reconstruction Project, located in Black Hawk County, Iowa, to-wit:

The Fee simple title granted is to land described as follows:

A part of Lot 5, a part of Lot 6, and a part of Lot 7 of, Block 8, O.E. Mullarkey's addition to Cedar Falls, Iowa, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:

Beginning at the Southeast corner of said Lot 6, Block 8, O.E. Mullarkey's Addition to Cedar Falls, Iowa; thence South 89°21'22" West along the South line of said Lot 6 and Lot 5 of Block 8, a distance of 132.01 feet to the Southwest corner of said Lot 5; thence North 00°46'35" West along the West line of said Lot 5, a distance of 29.73 feet; thence Southeasterly along a curve concave Northeasterly whose radius is 20.00 feet, whose arc length is 31.28 feet and whose chord bears South 45°35'20" East, 28.19 feet; thence North 89°35'56" East, 178.11 feet to the East line of said Lot 7; thence South 00°47'01" East along said East line, 9.02 feet to the Southeast corner of said Lot 7; thence South 89°21'22" West along said South line, 65.97 feet to the point of beginning and containing 0.04 AC. (1,954 S.F.)

Property subject to any and all easements of record;

The temporary easement described as follows:

A part of Lot 5, a part of Lot 6, and a part of Lot 7 of, Block 8, O.E. Mullarkey's Addition to Cedar Falls, Iowa, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:

Commencing at the Southeast corner of said Lot 7, Block 8, O.E. Mullarkey's Addition to Cedar Falls, Iowa; thence North 89°21'22" East along the South line of said Lot 7, a distance of 65.97 feet to the Southeast corner of said Lot 7; thence North 00°47'01" West along the East line of said Lot 7, a distance of 9.02 feet to the point of beginning; thence South 89°35'56" West, 178.11 feet; thence Northwesterly along a curve concave Northeasterly whose radius is 20.00 feet, whose arc length is 31.28 feet and whose chord bears North 45°35'20" West, 28.19 feet to the West line of said Lot 5; thence North 00°46'35" West along said West line, 33.54 feet; thence South 90°00'00" East, 9.64 feet; thence South 00°40'52" East, 36.84 feet; thence North 89°35'56" East, 77.65 feet; thence North 00°00'00" East, 9.00 feet; thence North 89°35'56" East, 8.58 feet; thence North 00°00'00" East, 18.61 feet; thence North 89°35'56" East, 41.52 feet; thence South 00°00'00" West, 34.11 feet; thence North 89°35'56" East, 60.74 feet to said East line of Lot 7; thence South 00°47'01" East along said East line, 10.00 feet to the point of beginning and containing 0.10 AC. (4,366 S.F.)

Property subject to any and all easements of record; and

Easement granted for public utility described as follows:

A part of Lot 5, a part of Lot 6, and a part of Lot 7 of, Block 8, O.E. Mullarkey's Addition to Cedar Falls, Iowa, an official plat now included in and forming a part of 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.

(the "necessary property interest").

The necessary property interest sought to be acquired for the project is legally described as follows:

The Fee simple title granted is to land described as follows:

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Property subject to any and all easements of record.

(the "necessary property interest").

Damages for James Lown Properties, LLC	\$ <u>98,012.00</u>
Damages for Black Hawk Fidelity Corp.	\$ <u>6</u>
Damages for Iowa Securities Investment Corporation	\$ <u>0</u>
Damages for Black Hawk County, Iowa	\$ <u>0</u>
Damages for Tenants of 1315 W. 1 <sup>st</sup> St. <u>and</u> 1311 W. 1 <sup>st</sup> St.	\$ <u>0</u>

The Commission also finds James Lown Properties, LLC (is)/(is not) entitled to attorney fees in the sum of \$ 0.

The Commission also finds Black Hawk Fidelity Corp. (is)/(is not) entitled to attorney fees in the sum of \$ 0.

The Commission also finds Iowa Securities Investment Corporation (is)/(is not) entitled to attorney fees in the sum of \$ 0.

The Commission also finds Black Hawk County, Iowa (is)/(is not) entitled to attorney fees in the sum of \$ 0.

The Commission also finds Tenants of 1315 W. 1<sup>st</sup> St. and 1311 W. 1<sup>st</sup> St. (are)(are not) entitled to attorney fees in the sum of \$ ~~95,000.00~~ 100,000.00

Dated this date: 3/14/2019

Cawthra Deeds  
Commissioner

Jay R. Hall  
Commissioner

A. R. Ramsey  
Commissioner

Vincent M. Hall  
Commissioner

[Signature]  
Commissioner

Raul Guit  
Commissioner

\*Any dissenting commissioner must sign and file a written report with the Sheriff at the time this report is filed.

I disagree with the majority award

Raul Guit

Disagree with majority award.

Cawthra Deeds

Mailed by ordinary mail to:

James Lown Properties, LLC  
c/o James Lown, Registered Agent  
103 Winding Ridge Rd.  
Denver, Iowa 50622

Corporation Service Company  
Registered Agent - Black Hawk Fidelity Corp.  
505 5<sup>th</sup> Ave., Suite 729  
Des Moines, Iowa 50309

Corporation Service Company  
Registered Agent - Iowa Securities Investment Corporation  
505 5<sup>th</sup> Ave., Suite 729  
Des Moines, Iowa 50309

Black Hawk County, Iowa  
Attention: County Auditor  
Courthouse  
316 East 5<sup>th</sup> Street  
Waterloo, Iowa 50703

~~Tenants of 1315 W. 1<sup>st</sup> St. and 1311 W. 1<sup>st</sup> St.  
1315 W. 1<sup>st</sup> St.  
All Units  
Cedar Falls, Iowa 50613~~

With a copy to:

Maria Brownell  
100 Court Ave.  
Suite 600  
Des Moines, IA 50319  
Attorney for Applicant  
City of Cedar Falls, Iowa

on this date:

March 12 2019

  
\_\_\_\_\_  
Sheriff of Black Hawk County, Iowa RF

01562271-1\10283-162

IN THE MATTER OF THE  
CONDEMNATION OF CERTAIN  
RIGHTS IN PROPERTY FOR THE

WEST 1<sup>ST</sup> STREET RECONSTRUCTION  
PROJECT

BY THE CITY OF CEDAR FALLS, IOWA,  
(PARCEL 6)

APPLICANT

**NOTICE OF APPRAISEMENT  
OF DAMAGES AND TIME FOR  
APPEAL**

**Case No. 530**

TO: James Lown Properties, LLC  
c/o James Lown, Registered Agent  
103 Winding Ridge Rd.  
Denver, Iowa 50622

Corporation Service Company  
Registered Agent - Black Hawk  
Fidelity Corp.  
505 5<sup>th</sup> Ave., Suite 729  
Des Moines, Iowa 50309

Corporation Service Company  
Registered Agent - Iowa Securities  
Investment Corporation  
505 5<sup>th</sup> Ave., Suite 729  
Des Moines, Iowa 50309

Black Hawk County, Iowa  
Attention: County Auditor  
Courthouse  
316 East 5<sup>th</sup> Street  
Waterloo, Iowa 50703

Tenants of 1315 W. 1<sup>st</sup> St. **and** 1311 W. 1<sup>st</sup> St.  
1315 **and** 1311 W. 1<sup>st</sup> St.  
All Units  
Cedar Falls, Iowa 50613

YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the duly appointed and qualified Compensation Commissioners appointed in the above-entitled matter, met on March 12, 2019, and assessed and appraised the damages sustained by each of you as a result of the condemnation of a fee simple and temporary easement in real property for the West 1<sup>st</sup> Street Reconstruction Project, said real property located in Black Hawk County, Iowa, described as follows:



The Fee simple title granted is to land described as follows:

A part of Lot 5, a part of Lot 6, and a part of Lot 7 of, Block 8, O.E. Mullarkey's addition to Cedar Falls, Iowa, an official plat now included in and forming a part of 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;

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Property subject to any and all easements of record.

(the "necessary property interest").

The necessary property interest sought to be acquired for the project is legally described as follows:

The Fee simple title granted is to land described as follows:

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Property subject to any and all easements of record.

(the "necessary property interest").

Said Commission assessed said damages as follows:

Damages for James Lown Properties, LLC

\$ 98,012<sup>00</sup>

Damages for Black Hawk Fidelity Corp.

\$ - 0 -

Damages for Iowa Securities Investment Corporation

\$ - 0 -

Damages for Black Hawk County, Iowa

\$ - 0 -

Damages for Tenants of 1315 and 1311 W. 1<sup>st</sup> St.

\$ - 0 -

The Commission also finds James Lown Properties, LLC (is)/(is not) entitled to attorney fees in the sum of \$ - 0 -.

The Commission also finds Black Hawk Fidelity Corp. (is)/(is not) entitled to attorney fees in the sum of \$ - 0 -.

The Commission also finds Iowa Securities Investment Corporation (is)/(is not) entitled to attorney fees in the sum of \$ - 0 -.

The Commission also finds Black Hawk County, Iowa (is)/(is not) entitled to attorney fees in the sum of \$ - 0 -.

The Commission also finds Tenants of 1315 and W. 1<sup>st</sup> St. (are)(are not) entitled to attorney fees in the sum of \$ - 0 -.

YOU AND EACH OF YOU ARE HEREBY FURTHER NOTIFIED that you may appeal within thirty (30) days from the date of the mailing of this Notice to the District Court in and for the State of Iowa, as provided by law.

Dated this date: 12<sup>th</sup> March 2019.

I certify that the forgoing was sent by ordinary mail to the property owner(s) listed below on this date: 12<sup>th</sup> March 2019.

James Lown Properties, LLC  
c/o James Lown, Registered Agent  
103 Winding Ridge Rd.  
Denver, Iowa 50622

Corporation Service Company  
Registered Agent - Black Hawk Fidelity Corp.  
505 5<sup>th</sup> Ave., Suite 729  
Des Moines, Iowa 50309

Corporation Service Company  
Registered Agent - Iowa Securities Investment Corporation  
505 5<sup>th</sup> Ave., Suite 729  
Des Moines, Iowa 50309

Black Hawk County, Iowa  
Attention: County Auditor  
Courthouse  
316 East 5<sup>th</sup> Street  
Waterloo, Iowa 50703

~~Tenants of 1315 and 1311 W. 1<sup>st</sup> St.  
1315 W. 1<sup>st</sup> St.  
All Units  
Cedar Falls, Iowa 50613~~

With a copy to:

Maria Brownell  
100 Court Ave.  
Suite 600  
Des Moines, IA 50319  
Attorney for Applicant  
City of Cedar Falls, Iowa

  
\_\_\_\_\_  
Sheriff of Black Hawk County, Iowa *ff*

01562660-1\10283-162

Convened 9:34am Tues 3/12/19

Deputy Lerrones read Duties of  
Commission + Commissioners

Maria Brownel, Attorney for city of CF  
(9:42)

Chair: Bill  
Ramsey

Jim Lann

Mel Martin Iowa Securities

John Halterman (project mgr)

Kevin Rosen - attorney

Doug Hatterby/Hatterby

Brian DePue

Stephanie Houts

9:50<sup>am</sup> John Halterman described the overall project  
Stephanie Houts described history of property  
& parking (2 spaces/unit adopted in 2001)  
prior to ~~the~~ conversion to rentals, 22 units  
= 44 parking spaces. 5 parking stalls  
eliminated, tandem parking not allowed.  
Original conversion did not consider zoning  
issues - just safety issues. Property is C-1

1971 150' x 44'  
Motel 1sp (per guest), 1sp common

10:04 Left for site returned 10:55am



page 2

## Value Discussion

Doug Hattell discussed appraisal.  
from Great Cities.

current 23 parking spaces

8% of value of the land for 2 years (2 times)

Playground fence will be replaced with  
temp chain link fence to include PUE.

Mr. Martin questioned parking loss.

As near 7 parking spaces for 8 units.

Second item comparisons older + concerned  
w/ the adjusted value.

Hattell responded.

Owner distributed his comparison

North Francis - 31' wide

528 sq ft 16 X 33'

efficiency 300-4,600

house - LR DR 2 BR, 1 Bath, Kitchen

\$130,000 vs \$90,000 (10.90)

to \$300,000

9' X 19' = required for parking  
owner estimate \$9,400.

(Main wall calculations ~~as of~~ as of  
date acquisition.)

owner described his company limitations  
as a result \$20,000 - 5-6 removed from cov.

Read letter from Ted Winniger re:

own  
contents 26 beds needs 26 parking space



owner contend he ~~has~~ need "just compensation". 15-16 parking spaces \$30K to \$60K

Mantis, 290-4334

Shelby = STATED registered as rental in 2006 ~~related~~

Current: 7 back to West side

20 parking spaces - impact 5 of spaces Set 24 77B10 - no tandem parking

29 177P - change in use - from motels

main to ~~apartment~~ - 2 spaces per unit -

Clark! 21 Parking allowed on both sides asked to

any further

Owner's biggest concern - can it be financed.

2. ~~the~~ Utility easements discussed.

allows use of property above ground.

3. Any improvement approved + paid by owner.

Temp easements - two years

Appraisals

4) Financing -

110% match offer from city

Partis, except commissions, lift 1:28 pm

Closed Session: 1:29 pm Chris motion to go into closed session 2 commissioners seconded.

~~the~~ 1954 15./59ft

proper motion was made to offer

\$15/59ft x 1954 - see attached Addendum A



Final approval for amount of  
\$98,012.00

Four - yes - Bill Ramsey, Chris Fischer  
Two - may - Jay Hall,  
Bob Lumb  
Carol Reed  
Vince McLadder

Motion to adjourn.

In the matter of Condemnation for  
Certain rights in property for the  
West 1<sup>st</sup> Street reconstruction project

Case # 530

By: City of Cedar Falls

Pursuant to 6B.23 of the Code of Iowa, the attached warrant check is delivered to the Black Hawk County Clerk of Court this 19th day of April 2019.  
Check #392771 for \$98,012.00 made payable to James Lown Properties LLC & Black Hawk Fidelity & Iowa Securites Investment.

Anthony Thompson, Sheriff Black Hawk County

By Renae Fenske, Account Specialist

Received by:

Date:

*Lisa Barfeld*  
*4-19-19*

**CERTIFICATE RE APPLICATION FOR APPOINTMENT  
OF COMMISSIONERS AND ORDER OF CHIEF JUDGE**

**Recorder's Cover Sheet**

**Preparer Information:**

Maria E. Brownell  
Ahlers & Cooney, P.C.  
100 Court Avenue, Suite 600  
Des Moines, IA 50309  
(515) 243-7611

**Taxpayer Information:**

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

**Return Document To:**

Maria E. Brownell  
Ahlers & Cooney, P.C.  
100 Court Avenue, Suite 600  
Des Moines, IA 50309

**Grantor: NA**

**Grantee: NA**

**Legal Description:** See Page 2

**Document or instrument number of previously recorded documents:**

01540170-1\10283-162

IN THE MATTER OF THE  
CONDEMNATION OF CERTAIN  
RIGHTS IN PROPERTY FOR THE

WEST 1<sup>ST</sup> STREET RECONSTRUCTION  
PROJECT  
(PARCEL 6)

BY THE CITY OF CEDAR FALLS, IOWA  
  
APPLICANT

**APPLICATION FOR  
CONDEMNATION**

**TO: Kellyann M. Lekar, Chief Judge  
First Judicial District**

YOU ARE HEREBY NOTIFIED that the City of Cedar Falls, hereafter "Applicant," a municipal corporation, desires to take, acquire and condemn a permanent easement (hereinafter, "the interest") in the property hereafter described, and together with any and all leasehold interests, easement interests and other legal or equitable interests therein, and together with all structures and appurtenances located upon the property sought to be condemned. The Applicant desires the rights specified in the property sought to be condemned for use for the West 1<sup>st</sup> Street Reconstruction Project (hereinafter, "the project").

**1. PROPERTY AFFECTED; PROPERTY TO BE ACQUIRED; PUBLIC USE OR  
PURPOSE FOR THE TAKING.**

The property in which the necessary property interest is sought to be acquired for the project is shown on the Acquisition Plat attached hereto as Exhibit A and by this reference made a part hereof. The necessary property interest will be used by the Applicant for the public purpose of reconstructing public right-of-way known as West 1<sup>st</sup> Street (hereinafter, the "public purpose").

The property address is 1315 W. 1<sup>st</sup> St., Cedar Falls and the necessary interest to be acquired

is described as follows:

The fee simple title granted is to land described as follows:

A part of Lot 5, a part of Lot 6, and a part of Lot 7 of, Block 8, O.E. Mullarkey's addition to Cedar Falls, Iowa, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:

Beginning at the Southeast corner of said Lot 6, Block 8, O.E. Mullarkey's Addition to Cedar Falls, Iowa; thence South  $89^{\circ}21'22''$  West along the South line of said Lot 6 and Lot 5 of Block 8, a distance of 132.01 feet to the Southwest corner of said Lot 5; thence North  $00^{\circ}46'35''$  West along the West line of said Lot 5, a distance of 29.73 feet; thence Southeasterly along a curve concave Northeasterly whose radius is 20.00 feet, whose arc length is 31.28 feet and whose chord bears South  $45^{\circ}35'20''$  East, 28.19 feet; thence North  $89^{\circ}35'56''$  East, 178.11 feet to the East line of said Lot 7; thence South  $00^{\circ}47'01''$  East along said East line, 9.02 feet to the Southeast corner of said Lot 7; thence South  $89^{\circ}21'22''$  West along said South line, 65.97 feet to the point of beginning and containing 0.04 AC. (1,954 S.F.)

Property subject to any and all easements of record; and

The Temporary easement described as follows:

A part of Lot 5, a part of Lot 6, and a part of Lot 7 of, Block 8, O.E. Mullarkey's Addition to Cedar Falls, Iowa, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:

Commencing at the Southeast corner of said Lot 7, Block 8, O.E. Mullarkey's Addition to Cedar Falls, Iowa; thence North  $89^{\circ}21'22''$  East along the South line of said Lot 7, a distance of 65.97 feet to the Southeast corner of said Lot 7; thence North  $00^{\circ}47'01''$  west along the East line of said Lot 7, a distance of 9.02 feet to the point of beginning; thence South  $89^{\circ}35'56''$  West, 178.11 feet; thence Northwesterly along a curve concave Northeasterly whose radius is 20.00 feet, whose arc length is 31.28 feet and whose chord bears North  $45^{\circ}35'20''$  West, 28.19 feet to the West line of said Lot 5; thence North  $00^{\circ}46'35''$  West along said West line, 33.54 feet; thence South  $90^{\circ}00'00''$  East, 9.64 feet; thence South  $00^{\circ}40'52''$  East, 36.84 feet; thence North  $89^{\circ}35'56''$  East, 77.65 feet; thence North  $00^{\circ}00'00''$  East, 9.00 feet; thence North  $89^{\circ}35'56''$  East, 8.58 feet; thence North  $00^{\circ}00'00''$  East, 18.61 feet; thence North  $89^{\circ}35'56''$  East, 41.52 feet; thence South  $00^{\circ}00'00''$  West, 34.11 feet; thence North  $89^{\circ}35'56''$  East, 60.74 feet to said East line of Lot 7; thence South  $00^{\circ}47'01''$  East along said East line, 10.00 feet to the point of beginning and containing 0.10 AC. (4,366 S.F.)

Property subject to any and all easements of record; and

Easement granted for public utility described as follows:

A part of Lot 5, a part of Lot 6, and a part of Lot 7 of, Block 8, O.E. Mullarkey's Addition to Cedar Falls, Iowa, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:

Commencing at the Southwest corner of said Lot 7 of, Block 8, O.E. Mullarkey's Addition to Cedar Falls, Iowa; thence North 89°21'22" East along the South line of said Lot 7, a distance of 65.97 feet to the Southeast corner of said Lot 7; thence North 00°47'01" West along the East line of said Lot 7, a distance of 9.02 feet to the point of beginning; thence South 89°35'56" West, 178.11 feet; thence Westerly along a curve concave Northerly whose radius is 20.00 feet, whose arc length is 20.94 feet and whose chord bears North 60°24'04" West, 20.00 feet; thence North 89°35'56" East, 195.36 feet to said East line; thence South 00°47'01" East along said East line, 10.00 feet to the point of beginning and containing 0.04 AC. (1,904 S.F.)

Property subject to any and all easements of record.

(the "necessary property interest").

**2. NAMES OF RECORD OWNERS AND HOLDERS OF LIENS AND ENCUMBRANCERS OF THE PROPERTY.**

The names and addresses of all record owners and holders of liens and encumbrancers with respect the necessary property interest, as far as known, are as follows:

**NAMES AND ADDRESSES OF PROPERTY OWNERS**

James Lown Properties, LLC  
c/o James Lown, Registered Agent  
103 Winding Ridge Rd.  
Denver, Iowa 50622

**NAMES AND ADDRESSES OF LIENHOLDERS, ENCUMBRANCERS AND LEASEHOLDERS**

Black Hawk Fidelity Corp.  
4501 Prairie Parkway  
Cedar Falls, Iowa 50613  
(lienholder)

Iowa Securities Investment Corporation  
3346 Kimball Ave.  
Waterloo, Iowa 50702  
(lienholder)

Black Hawk County, Iowa  
Attention: County Auditor  
Courthouse  
316 East 5<sup>th</sup> Street  
Waterloo, Iowa 50703

Undisclosed Tenants with Leasehold Interests in 1315 W. 1<sup>st</sup> St.  
1315 W. 1<sup>st</sup> St.  
All Units  
Cedar Falls, Iowa 50613

**3. PROPERTY NECESSARY TO ACHIEVE THE PUBLIC PURPOSE AND  
PROPERTY PROPOSED TO BE ACQUIRED FOR THE PROJECT.**

The attached Acquisition Plat (Exhibit A) identifies the necessary property interest required by the Applicant for the public purpose associated with the project. The Applicant further asserts that the necessary property interest constitutes the necessary minimum amount of property to achieve the public purpose, and that no portion of the property is being acquired as an uneconomic remnant.

**4. GOOD FAITH EFFORTS MADE BY THE APPLICANT TO NEGOTIATE THE  
PURCHASE OF THE NECESSARY PROPERTY INTEREST.**

The Applicant represents and warrants that, through its acquisition agent, it has undertaken to negotiate the purchase of the interest from the property owner in good faith.

Attached hereto as Exhibit B and by this reference made a part hereof is a narrative of the City's efforts to negotiate purchase in good faith with James Lown Properties, LLC, by and through its authorized acquisition agent, Snyder & Associates, Inc.

On February 5, 2018, the Applicant's City Council adopted a resolution authorizing acquisition.

NOW, THEREFORE, YOU ARE HEREBY REQUESTED to appoint a Compensation Commission to appraise the damages caused by this appropriation; said Commission to consist of six commissioners and six alternate commissioners who shall be residents of Black Hawk County, Iowa. The land sought to be taken is non-agricultural land.

YOU ARE FURTHER REQUESTED to give written notice to the undersigned representative of the Applicant as soon as the commissioners have been appointed.

Dated this 1<sup>st</sup> day of December, 20 18.



**CITY OF CEDAR FALLS, IOWA**



Maria E. Brownell (AT0010240)

AHLERS & COONEY, P.C.

100 Court Avenue, Suite 600

Des Moines, Iowa 50309

515/243/7611

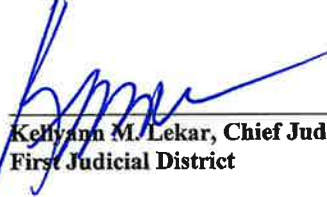
515/243/2149 (fax)

Email: [mbrownell@ahlerslaw.com](mailto:mbrownell@ahlerslaw.com)

**ATTORNEYS FOR CITY OF CEDAR  
FALLS, IOWA**

**APPROVED** this 11<sup>th</sup> day of December

20 13



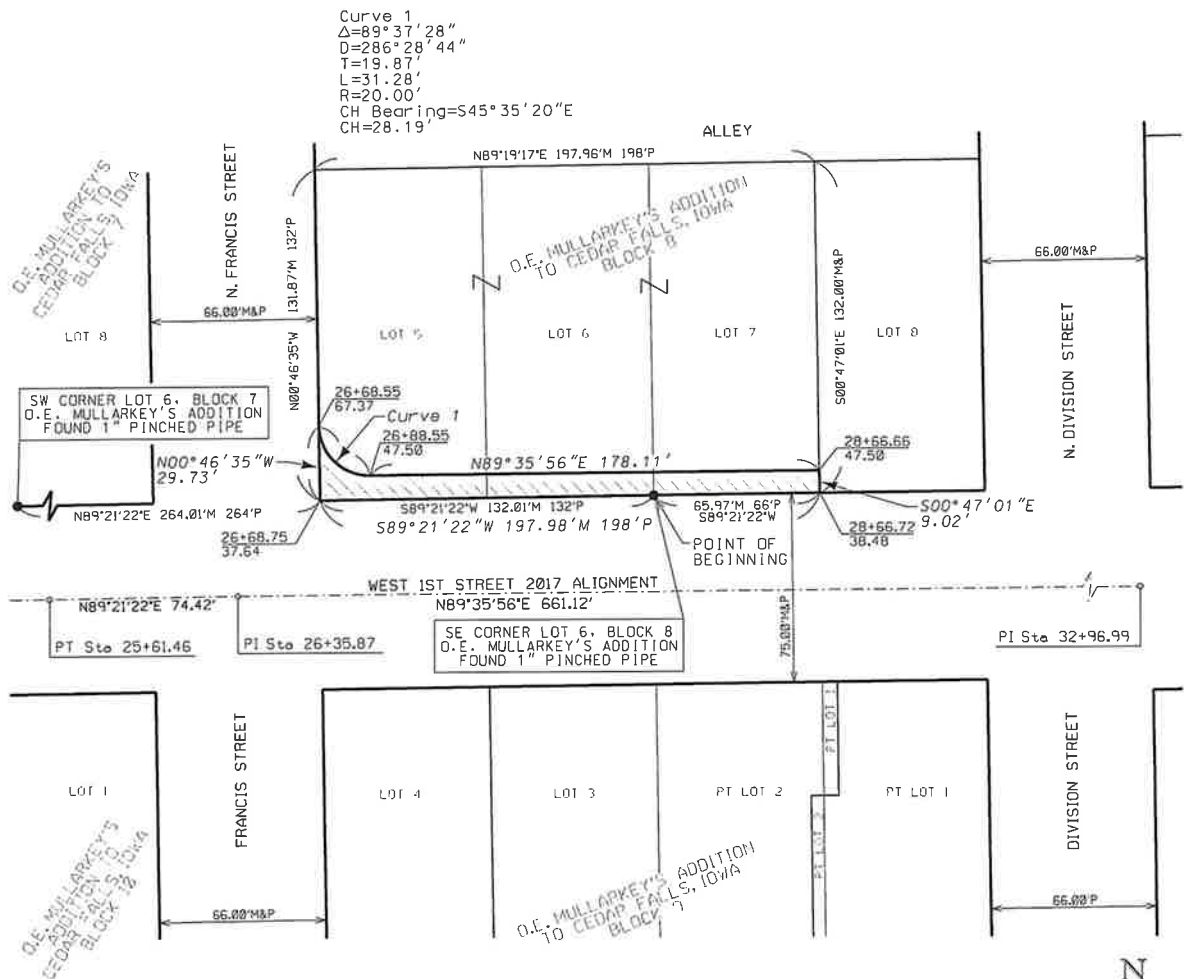
**Kellyann M. Lekar, Chief Judge of the  
First Judicial District**

01545161-1\10283-162

# IOWA DEPARTMENT OF TRANSPORTATION ACQUISITION PLAT EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
 PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 6  
 SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST  
 ROW-FEE 1,954 SF 0.04 AC. EASE \_\_\_\_\_ AC EXCESS-FEE \_\_\_\_\_ AC  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE  
 ACQUIRED FROM JAMES LOWN PROPERTIES, L.L.C.

CITY OF CEDAR FALLS, IOWA

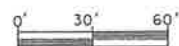


I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Terry Coody 12-5-2018  
 TERRY COODY DATE:  
 License number 18643  
 My License Renewal Date is December 31, 2019  
 Pages covered by this seal: \_\_\_\_\_  
 EXHIBIT "A" ONLY



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



120

DATE REVISED DECEMBER 5, 2018

DATE DRAWN JANUARY 29, 2018

SCALE 1" = 60'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 6

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 5, A PART OF LOT 6, AND A PART OF LOT 7 OF, BLOCK 8, O.E. MULLARKEY'S ADDITION TO CEDAR FALLS, IOWA, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 6, BLOCK 8, O.E. MULLARKEY'S ADDITION TO CEDAR FALLS, IOWA; THENCE SOUTH 89°21'22" WEST ALONG THE SOUTH LINE OF SAID LOT 6 AND LOT 5 OF BLOCK 8, A DISTANCE OF 132.01 FEET TO THE SOUTHWEST CORNER OF SAID LOT 5; THENCE NORTH 00°46'35" WEST ALONG THE WEST LINE OF SAID LOT 5, A DISTANCE OF 29.73 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 20.00 FEET, WHOSE ARC LENGTH IS 31.28 FEET AND WHOSE CHORD BEARS SOUTH 45°35'20" EAST, 28.19 FEET; THENCE NORTH 89°35'56" EAST, 178.11 FEET TO THE EAST LINE OF SAID LOT 7; THENCE SOUTH 00°47'01" EAST ALONG SAID EAST LINE, 9.02 FEET TO THE SOUTHEAST CORNER OF SAID LOT 7; THENCE SOUTH 89°21'22" WEST ALONG SAID SOUTH LINE, 65.97 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.04 AC. (1,954 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE SOUTH LINE OF BLOCK 8 OF O.E. MULLARKEY'S ADDITION TO CEDAR FALLS, IOWA ASSUMED TO BEAR NORTH 89°21'22" EAST.

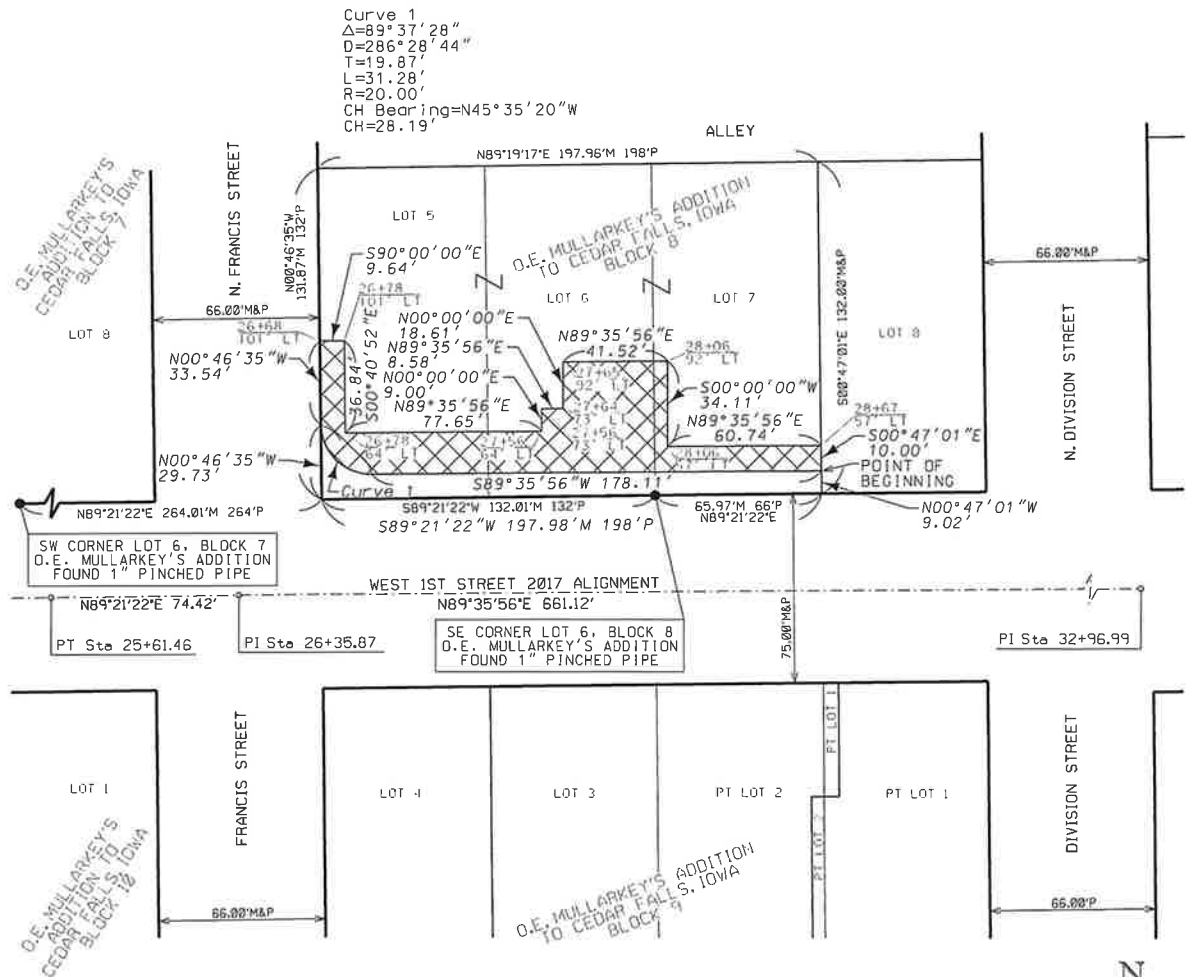
# IOWA DEPARTMENT OF TRANSPORTATION

## ACQUISITION PLAT

### EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
 PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 6  
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 ROW-FEE \_\_\_\_\_ AC, EASE 4,366 SF 0.10 AC EXCESS-FEE \_\_\_\_\_ AC  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE  
 ACQUIRED FROM JAMES LOWN PROPERTIES, L.L.C.

CITY OF CEDAR FALLS, IOWA  
 TEMPORARY EASEMENT

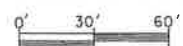


I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

*Terry Coady* 12-5-2018  
 TERRY COADY DATE:  
 License number 18643  
 My License Renewal Date is December 31, 2019  
 Pages covered by this seal: \_\_\_\_\_  
EXHIBIT "A" ONLY



- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
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122

DATE REVISED \_\_\_\_\_

DATE DRAWN DECEMBER 5, 2018

SCALE 1" = 60'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 6

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

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PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

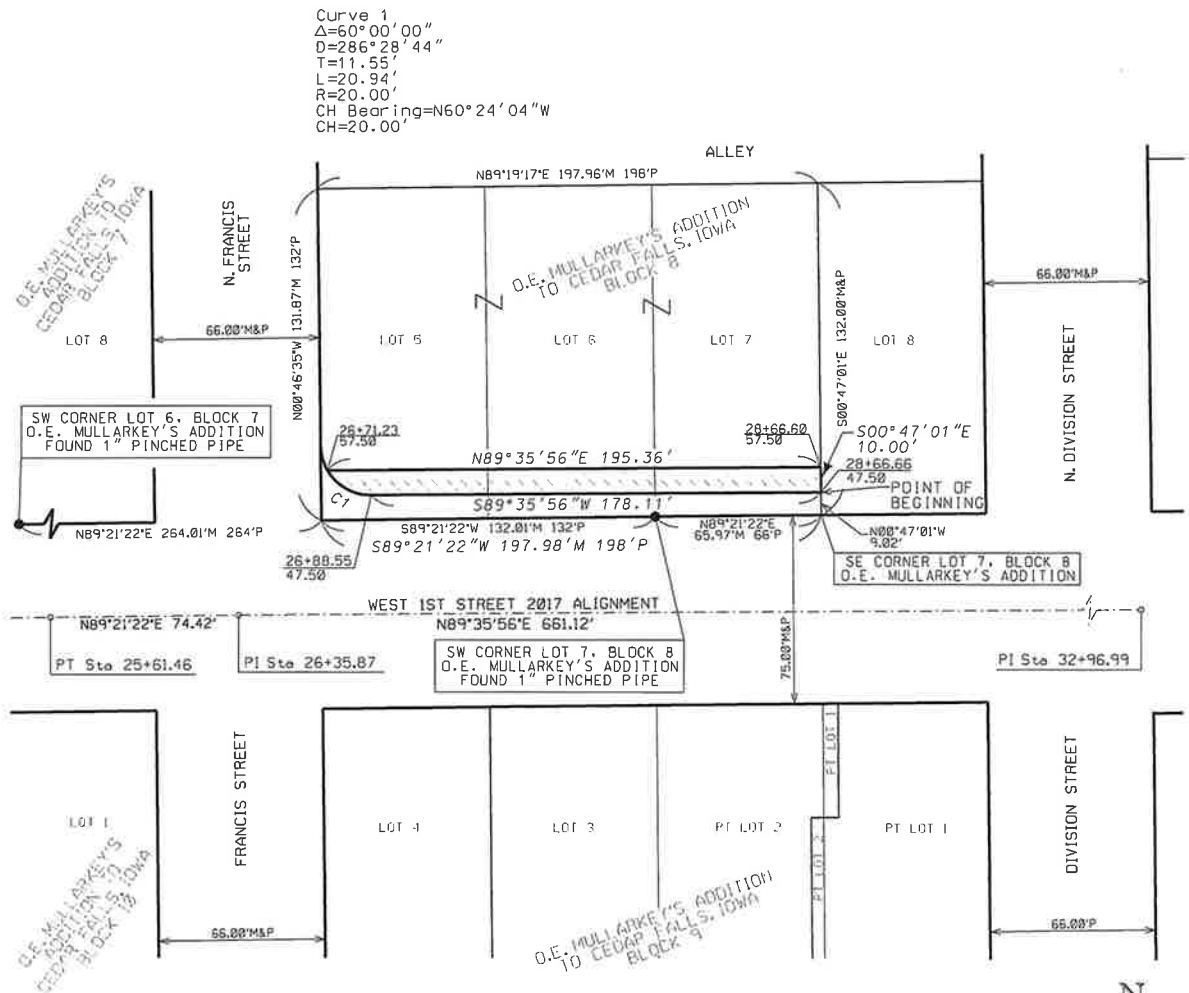
NOTE:


THE SOUTH LINE OF BLOCK 8 OF O.E. MULLARKEY'S ADDITION TO CEDAR FALLS, IOWA ASSUMED TO BEAR NORTH 89°21'22" EAST.

# IOWA DEPARTMENT OF TRANSPORTATION ACQUISITION PLAT EXHIBIT "A"

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 ACQUIRED FROM JAMES LOWN PROPERTIES, L.L.C.

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 Coody* 12-7-2018  
 TERRY COODY DATE:

License number 18643

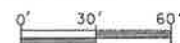
My License Renewal Date is December 31, 2019

Pages covered by this seal: \_\_\_\_\_

EXHIBIT "A" ONLY



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



DATE REVISED DECEMBER 7, 2018

DATE DRAWN JANUARY 29, 2018

SCALE 1" = 60'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 6

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 SOUTH LINE OF BLOCK 8 OF O.E. MULLARKEY'S ADDITION TO CEDAR FALLS, IOWA ASSUMED TO BEAR SOUTH 89°21'22" WEST.



## CONVERSATION RECORD SNYDER & ASSOCIATES, INC.

2727 SW Snyder Blvd. / Ankeny, IA 50023 / 515-964-2020, FAX 515-964-7938

### CITY OF CEDAR FALLS, IOWA

City of Cedar Falls – West 1<sup>st</sup> Street / Iowa 57 Reconstruction Project  
117.0908.01

**Parcel # 06**

**Owner: James Lown Properties, LLC (Jim Lown)**

**Address: 1315 W. 1<sup>st</sup> Street, Cedar Falls, IA 50613**

**Phone # 319-240-0126**

R - 3 Plex Apartment (Tenants)

**\*Entrances\***

10/4/18 –Mailed Acq Packet

10/5/18 – Jim called and wanted to know status of offer. Said it was just mailed and would receive it soon

10/7/18 – Jim called and had not received it. Verified address.

10/18/18 – Jim received documents but couldn't decipher different easements. Was sent black and white. Emailed him the color exhibits.

10/26 – Called Jim and discussed offer and drawings. Offered site visit it Tuesday 10/29 with engineers.

10/29/18 – Met with Jim at site. John Haldeman, Jordan Stoermer and myself. Discussed option of paying to put parking back in lot. Jim was very receptive to it. Would get a concept drawing to him. Stated that the dollar value was too low. Said that was the appraised value.

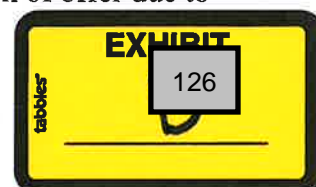
10/30/18 – Jim called after left voice mail. Discuss concept plan.

11/1/18 – After design and approval from City, emailed Jim a concept of the proposed layout. Offered to meet with him again on November 8.

11/7/18 – talked to Jim about meeting at site. Property would be staked to define Fee, PUE and temp easement.

11/8/18 – Met Jim on site and reviewed proposed plan against staking. Overall liked how the layout would be. Wanted sidewalk paving all the way up against the building from settling and how it would line up with the new parking lot. Wanted to make sure there would be drainage from the lot. Steps needed on the NE corner to the walk to the back of the building. Still felt undervalued. Stated that the improvements with the value would put the property in a better position. We discussed that the offer would be altered depending on how it was matched up against the damages (lost parking/paving). Said I didn't have firm numbers. Left with a few suggestions from Jim to pass on.

11/19/18 – after finalizing drawing and sent to the city for review, was authorized by the city to offer 2 options:  
1) Original offer of \$90,000. 2) Revised offer, all work completed by the city and a reduction of offer due to parking spots replaced and paving replaced. \$40,450.





11/20/18 – Emailed Jim duel options to consider.

11/27/18 – received a call from Jim stating that both offers were unacceptable. Stated that he didn't think the offer would drop that far. Stated that the reason for the reduction of \$47,000 was because those damages were replaced by the new parking (if he elected that option) along with the \$2,550 in lost pavement. He countered at \$150,000 as originally presented and \$85,000 with the proposed improvements. I said I would present to the city.

11/29/18 – Conference call with the city to discuss counter. They rejected the two and held firm to the original offers presented on November 19th.

11/30/18 – Sent Jim and email to inform of the city's decision to reject his proposed counter offers of November 27 and hold firm to their offers of November 19.

11/30/18 – preparing file.

11/30/18 – Received email form David Sturch of the City requesting to send Jim Lown Final Offer to Purchase reflecting the original appraised \$90,000 offer.

12/3/18 – Email Jim Lown final offer. Sending out UPS to him as well.

12/3/18 – Sending file to Attorney's office for processing.



ROW Agent - BRIAN DePREZ

12.3.18

Date

IN THE MATTER OF THE  
CONDEMNATION OF CERTAIN  
RIGHTS IN PROPERTY FOR THE

WEST 1<sup>ST</sup> STREET  
RECONSTRUCTION PROJECT  
(PARCEL 6)

BY THE CITY OF CEDAR FALLS, IOWA

APPLICANT

**ORDER SELECTING AND  
APPOINTING COMPENSATION  
COMMISSIONERS AND  
ALTERNATE COMMISSIONERS  
BY THE CHIEF JUDGE OF THE  
FIRST JUDICIAL DISTRICT OF  
IOWA**

**An Application for Condemnation having been filed with me by the City of Cedar Falls,** for the selection and appointment, by lot, of six suitable persons as by law provided to act as a Compensation Commission to assess and appraise the damages sustained by reason of the condemnation of certain specified rights in certain land described by Applicant in its Application filed in the above-entitled matter, I hereby DESIGNATE, SELECT and APPOINT as the members of said Compensation Commission required in this matter the following persons:

NAME	ADDRESS	QUALIFICATIONS
1. Jim Moore	3116 Kimball Ave Waterloo IA 50702	LICENSED REAL ESTATE BROKER/SALESPERSON
2. Elke Gerdes	3321 Cedar Heights Dr Cedar Falls IA 50613	
1. Chris Fischels	3510 Kimball Ave Waterloo IA 50702	KNOWLEDGEABLE OF PROPERTY VALUES BY VIRTUE OF OCCUPATION
2. Jay R. Hall	1801 Orchard Dr Cedar Falls IA 50613	
1. Vince McFadden	4657 S. Raymond Rd Waterloo IA 50701	NON-AGRICULTURAL PROPERTY
2. Annamae Weems	635 Independence Ave Waterloo IA 50703	

I further DESIGNATE, SELECT and APPOINT the above-named Jim Moore to act as Chairperson of said Commission and Elke Gerdes is appointed to act as Alternate Chairperson.

Pursuant to Section 6B.5 of the Code of Iowa, one of the above-named Compensation Commissioners shall be subject to challenge without cause by the Applicant and one of the above-named Compensation Commissioners shall be subject to challenge without cause by the party or parties representing the ownership interest of the property being condemned.

I further DESIGNATE, SELECT and APPOINT the following persons to serve as alternate members of said Compensation Commission, to serve in the event that any of the said members having the same qualifications are unable to serve for any reason or in the event any such members are stricken from the panel as by law provided.

NAME	ADDRESS	QUALIFICATIONS
1. Bill Ramsey	2623 Falls Ave Waterloo IA 50701	LICENSED REAL ESTATE BROKER/SALESPERSON
2. Larry Moser	814 Sheridan Rd Waterloo IA 50701	
3. Gale Shinkle	3321 Cedar Heights Dr Cedar Falls IA 50613	
4. Carole Deeds	221 Main St Cedar Falls IA 50613	
1. Michael Larson	4020 Bankers Blvd Waterloo IA 50701	KNOWLEDGEABLE OF PROPERTY VALUES BY VIRTUE OF OCCUPATION
2. Sterling Simonson	242 Tower Park Dr Waterloo IA 50701	
3. Neil Davis	805 Benton St LaPorte City IA 50651	
4. Craig Holdiman	526 Midlothian Blvd Waterloo IA 50701	
1. Robert Lamb	1156 South Hill Dr Waterloo IA 50701	NON-AGRICULTURAL PROPERTY
2. Tom Delong	407 W. Williams St Dunkerton IA 50626	
3. Karl Ketter	1557 Oakwood Dr Waterloo IA 50703	

4. Tom Westemeier 375 Sheridan Rd Waterloo IA 50701


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I HEREBY ORDER that upon being informed of a vacancy in the compensation commission, the Sheriff of Black Hawk County, Iowa, shall notify Alternate Commissioners in the order above provided having the same qualifications as the person or persons unable to serve or stricken from the panel, such notification to be given to Alternate Commissioners in the same manner as the original Compensation Commissioners were notified. The Alternate Commissioner first notified who is available to serve as a Compensation Commissioners shall then serve in the place of the commissioner who was unable to serve or who was stricken from the panel. I further direct that the above-named Alternate Commissioners shall not be subject to challenge without cause.

I FURTHER HEREBY ORDER that the Commissioners and such Alternate Commissioners as are hereafter selected by the Sheriff due to the absence or removal of a Commissioner, shall appear at the time and place designated for the meeting of the Compensation Commission in the Notice of Meeting of Compensation Commission to Assess Damages for the Taking of Property, and that prior to said meeting, the above named Commissioners and Alternate Commissioners shall not communicate with the Applicant or the owner or tenant of the property being condemned regarding the condemnation proceedings.

TO THE SHERIFF OF BLACK HAWK COUNTY, IOWA: Attached hereto please find a duplicate of the Application for Condemnation in the above matter.

Dated at Waterloo, Iowa this 11th day of December, 2018.

  
\_\_\_\_\_  
Kellyann M. Lekar  
Chief Judge of the First  
Judicial District of Iowa

01545235-1\10283-162

YOU ARE FURTHER NOTIFIED that you will be required to proceed with the appraisement on this date: March 12, 2019, at this time: 9:30 A.M., at the Office of the Sheriff of Black Hawk County, Iowa, 225 E. 6<sup>th</sup> St., Waterloo, Iowa 50703, and then at this time you will proceed to the site, at which time you shall view the premises and then proceed to appraise the said damages, after which you shall report the results of your appraisal to me.

Dated this date: Feb 7 2019.



Tony Thompson  
Sheriff of Black Hawk County, Iowa

PLEASE SIGN THE NOTICE ON THE APPROPRIATE LINE TO THE RIGHT AND RETURN IT PROMPTLY TO THE SHERIFF OF BLACK HAWK COUNTY.



I CAN SERVE Carole Deeds

~~I CANNOT SERVE~~

Parcel 6


01571083-1\10283-162

YOU ARE FURTHER NOTIFIED that you will be required to proceed with the appraisal on this date: March 12, 2019, at this time: 9:30 A.M., at the Office of the Sheriff of Black Hawk County, Iowa, 225 E. 6<sup>th</sup> St., Waterloo, Iowa 50703, and then at this time you will proceed to the site, at which time you shall view the premises and then proceed to appraise the said damages, after which you shall report the results of your appraisal to me.

Dated this date: Feb 7 2019.

  
Tony Thompson  
Sheriff of Black Hawk County, Iowa

PLEASE SIGN THE NOTICE ON THE  
APPROPRIATE LINE TO THE RIGHT AND  
RETURN IT PROMPTLY TO THE SHERIFF  
OF BLACK HAWK COUNTY.

  
I CAN SERVE Bill Ramsey

~~I CAN NOT SERVE~~

01562293-1\10283-162

Parcel 6

YOU ARE FURTHER NOTIFIED that you will be required to proceed with the appraisal on this date: March 12, 2019, at this time: 9:30 A.M., at the Office of the Sheriff of Black Hawk County, Iowa, 225 E. 6<sup>th</sup> St., Waterloo, Iowa 50703, and then at this time you will proceed to the site, at which time you shall view the premises and then proceed to appraise the said damages, after which you shall report the results of your appraisal to me.

Dated this date: Feb 7 2019.

  
\_\_\_\_\_  
Tony Thompson  
Sheriff of Black Hawk County, Iowa

PLEASE SIGN THE NOTICE ON THE APPROPRIATE LINE TO THE RIGHT AND RETURN IT PROMPTLY TO THE SHERIFF OF BLACK HAWK COUNTY.

  
\_\_\_\_\_  
I CAN SERVE Chris Fischels

~~I CAN NOT SERVE~~

01562293-1\10283-162

Parcel 6

YOU ARE FURTHER NOTIFIED that you will be required to proceed with the appraisal on this date: March 12, 2019, at this time: 9:30 A.M., at the Office of the Sheriff of Black Hawk County, Iowa, 225 E. 6<sup>th</sup> St., Waterloo, Iowa 50703, and then at this time you will proceed to the site, at which time you shall view the premises and then proceed to appraise the said damages, after which you shall report the results of your appraisal to me.

Dated this date: Feb 7 2019.



Tony Thompson  
Sheriff of Black Hawk County, Iowa

PLEASE SIGN THE NOTICE ON THE  
APPROPRIATE LINE TO THE RIGHT AND  
RETURN IT PROMPTLY TO THE SHERIFF  
OF BLACK HAWK COUNTY.

Jay R. Hall  
I CAN SERVE Jay Hall

~~I CAN NOT SERVE~~

01562293-1\10283-162

Parcel 6




YOU ARE FURTHER NOTIFIED that you will be required to proceed with the appraisal on this date: March 12, 2019, at this time: 9:30 A.M., at the Office of the Sheriff of Black Hawk County, Iowa, 225 E. 6<sup>th</sup> St., Waterloo, Iowa 50703, and then at this time you will proceed to the site, at which time you shall view the premises and then proceed to appraise the said damages, after which you shall report the results of your appraisal to me.

Dated this date: Feb 7 2019.

  
Tony Thompson  
Sheriff of Black Hawk County, Iowa

PLEASE SIGN THE NOTICE ON THE  
APPROPRIATE LINE TO THE RIGHT AND  
RETURN IT PROMPTLY TO THE SHERIFF  
OF BLACK HAWK COUNTY.

  
I CAN SERVE Vince McFadden

I CAN NOT SERVE

Parcel 6

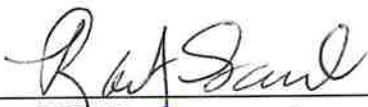
01562293-1\10283-162

YOU ARE FURTHER NOTIFIED that you will be required to proceed with the appraisal on this date: March 12, 2019, at this time: 9:30 A.M., at the Office of the Sheriff of Black Hawk County, Iowa, 225 E. 6<sup>th</sup> St., Waterloo, Iowa 50703, and then at this time you will proceed to the site, at which time you shall view the premises and then proceed to appraise the said damages, after which you shall report the results of your appraisal to me.

Dated this date: Feb 7 2019

  
\_\_\_\_\_  
Tony Thompson  
Sheriff of Black Hawk County, Iowa

PLEASE SIGN THE NOTICE ON THE  
APPROPRIATE LINE TO THE RIGHT AND  
**RETURN IT PROMPTLY TO THE SHERIFF**  
OF BLACK HAWK COUNTY.

  
\_\_\_\_\_  
I CAN SERVE Robert Lamb


~~I CAN NOT SERVE~~

Parcel 6

01562293-1\10283-162

YOU ARE FURTHER NOTIFIED that you will be required to proceed with the appraisal on this date: March 12, 2019, at this time: 9:30 A.M., at the Office of the Sheriff of Black Hawk County, Iowa, 225 E. 6<sup>th</sup> St., Waterloo, Iowa 50703, and then at this time you will proceed to the site, at which time you shall view the premises and then proceed to appraise the said damages, after which you shall report the results of your appraisal to me.

Dated this date: Feb 7 2019.



Tony Thompson  
Sheriff of Black Hawk County, Iowa

PLEASE SIGN THE NOTICE ON THE  
APPROPRIATE LINE TO THE RIGHT AND  
RETURN IT PROMPTLY TO THE SHERIFF  
OF BLACK HAWK COUNTY.

  
I CAN SERVE Elke Gerdes

~~I CAN NOT SERVE~~

01562293-1\10283-162

Parcel 6

Called in Fri 3-8-19 and had  
an emergency come up and could  
not serve on Tues 3-12-19.

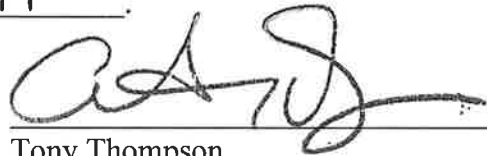
Called Alternate Carole Deeds

(the "necessary property interest");

All belonging to James Lown Properties, LLC.

YOU ARE FURTHER NOTIFIED that you will be required to proceed with the appraisal on this date: March 12, 2019, at this time: 9:30 A.M., at the Office of the Sheriff of Black Hawk County, Iowa, 225 E. 6<sup>th</sup> St., Waterloo, Iowa 50703, and then at this time you will proceed to the site, at which time you shall view the premises and then proceed to appraise the said damages, after which you shall report the results of your appraisal to me.

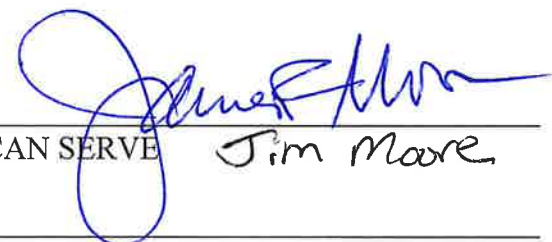
Dated this date: Jan 31 2019.



Tony Thompson  
Sheriff of Black Hawk County, Iowa

PLEASE SIGN THE NOTICE ON THE APPROPRIATE LINE TO THE RIGHT AND RETURN IT PROMPTLY TO THE SHERIFF OF BLACK HAWK COUNTY.

I CAN SERVE



Jim Moore

~~I CAN NOT SERVE~~

Parcel 6

01556641-1\10283-162

Called back & said he  
was in Texas on the 12<sup>th</sup>  
Originally was serving if on the 26<sup>th</sup>

Revised \* New Hearing Date \*

YOU ARE FURTHER NOTIFIED that you will be required to proceed with the appraisal on this date: March 12, 2019, at this time: 9:30 A.M., at the Office of the Sheriff of Black Hawk County, Iowa, 225 E. 6<sup>th</sup> St., Waterloo, Iowa 50703, and then at this time you will proceed to the site, at which time you shall view the premises and then proceed to appraise the said damages, after which you shall report the results of your appraisal to me.

Dated this date: Feb 7 2019.



Tony Thompson  
Sheriff of Black Hawk County, Iowa

PLEASE SIGN THE NOTICE ON THE APPROPRIATE LINE TO THE RIGHT AND RETURN IT PROMPTLY TO THE SHERIFF OF BLACK HAWK COUNTY.

Property owner this  
wants to strike  
Commissioner.  
Conflict of Interest.  
She use to rent from him  
years ago  
Cancel Hearing Date on March 26

01562293-1\10283-162

  
I CAN SERVE Anna Mae Weems

~~I CAN NOT SERVE~~

Parcel 6

IN THE MATTER OF THE  
CONDEMNATION OF CERTAIN  
RIGHTS IN PROPERTY FOR THE

WEST 1<sup>ST</sup> STREET RECONSTRUCTION  
PROJECT  
(PARCEL 6)

BY THE CITY OF CEDAR FALLS, IOWA,  
  
APPLICANT

**OATH OF COMMISSIONERS**

**Case No. 530**

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

Each of the undersigned, being duly sworn, states:

That I do possess the qualifications listed under my name below; and

That I do not possess any interest in the proceeding which would cause me to render a biased decision; and

That I will, to the best of my ability, faithfully and impartially assess the damages which owners, lienholders, encumbrancers, and other persons interested in the land from which certain rights are sought to be appropriated by these proceedings will sustain by reason of the appropriation of the right as set forth and described in the Application now on file in the Office of the Sheriff of Black Hawk County.

That I will make a written report of the assessment of damages to the Sheriff, all as authorized and prescribed in Chapters 6A and 6B, Code of Iowa, and any amendments thereto, and in accordance with the instructions of the Chief Justice of the Supreme Court.

That I will well and truly perform any and all other duties imposed upon me by law as a member of the Compensation Commission selected and appointed to assess said damage.

Bill Ramsey  
Bill Ramsey  
Licensed real estate person

Chris Fischels  
Chris Fischels  
Otherwise Knowledgeable

Vince McFadden  
Vince McFadden  
Property Owner

Carole Deeds  
~~Elke Gerdes~~ Carole Deeds  
Licensed real estate person

Jay R. Hall  
Jay R. Hall  
Otherwise Knowledgeable

Robert Lamb  
~~Annamae Weems~~ Robert Lamb  
Property Owner

Subscribed and sworn to before me this date: March 12 2019



Renae Fenske  
Notary Public in the State of Iowa

Filed in my office this date: Feb 7 2019

[Signature]  
Sheriff of Black Hawk County, Iowa

01562666-1\10283-162



## Sheriff's Certification as to Awards and Costs

In the Matter of the Condemnation of Certain Rights in Land by

for a Project Located in CEDAR FALLS

County, Iowa, known as PARCEL 6

Fees paid by  
City of Cedar Falls  
on 4-19-19 by C  
check # 130671 for  
\$ 2385.40

CITY OF CEDAR FALLS

Condemnee

I hereby certify that the commissioners in the above-entitled cause convened in public session at WATERLOO, Iowa, on the 12th day of MARCH, 2019, and thereupon proceeded to view the property and said commissioners did thereafter on the 12th day of MARCH, 2019, file their report in my office awarding damages as follows:

Name	Amount
JAMES LOWN PROPERTIES LLC	\$ 98,012.00
<b>Total Damages Awarded</b>	<b>98,012.00</b>

I further certify that costs incident to this proceeding have been taxed as follows:

Serving notices as listed below:

Date	Name of Person(s) Served	Fee	Mileage	Rate	Amount	Total
	Black Hawk County	30.00				30.00
	Property tenants for Units 1					
	thru Units 21	630.00				630.00
	total miles		80		44.44	44.44

Sheriff, summoning and attending commissioners .....	\$ 200.00
Sheriff, mileage while attending commissioners <u>18</u> miles @ <u>.56</u> .....	\$ 10.50
Sheriff, recording fee, to be paid to county recorder .....	postage 10.08
Sheriff, recording fee, to be paid to county recorder .....	posting/copy \$ 10.50
Sheriff, publication notice of hearing .....	\$ 21.13
Attorney publication notice .....	129.24

Sheriff of Black Hawk County, Iowa



## Commissioner's Costs

BILL RAMSEY of WATERLOO, Iowa

1 day service ..... \$ 200.00

5 miles at .56 cents ..... \$ 2.78

1 meals ..... \$ 10.00

Total \$ 212.78

CAROLE DEEDS of WATERLOO, Iowa

1 day service ..... \$ 200.00

14 miles at .56 cents ..... \$ 7.78

1 meals ..... \$ 10.00

Total \$ 217.78

CHRIS FISCHELS of WATERLOO, Iowa

1 day service ..... \$ 200.00

3 miles at .56 cents ..... \$ 1.67

1 meals ..... \$ 10.00

Total \$ 211.67

JAY HALL of WATERLOO, Iowa

1 day service ..... \$ 200.00

14 miles at .56 cents ..... \$ 7.78

1 meals ..... \$ 10.00

Total \$ 217.78

VINCE MCFADDEN of GILBERTVILLE, Iowa

1 day service ..... \$ 200.00

24 miles at .56 cents ..... \$ 13.33

1 meals ..... \$ 10.00

Total \$ 223.33

ROBERT LAMB of WATERLOO, Iowa

1 day service ..... \$ 200.00

12 miles at .56 cents ..... \$ 6.67

1 meals ..... \$ 10.00

Total \$ 216.67

I certify that the foregoing amounts are legally payable to each claimant and that the claim is correct and just and that payment has not been received. GRAND TOTAL \$1,300.01

Dated this 12th day of MARCH, 2019.



Sheriff of Black Hawk County, Iowa

IN THE MATTER OF THE  
CONDEMNATION OF CERTAIN  
RIGHTS IN PROPERTY FOR THE

WEST 1<sup>ST</sup> STREET RECONSTRUCTION  
PROJECT  
(PARCEL 6)

BY THE CITY OF CEDAR FALLS, IOWA

APPLICANT


**COMPENSATION  
COMMISSIONER'S STATEMENT**

**Case No. 530**

To the Sheriff of Black Hawk County, Iowa

I certify my fee as a member of the Compensation Commission for the hearing held on this date:  
as follows:

Expenses Incurred While Serving on This Commission	Rate	Total
# of Days Served:	\$200.00 per day	\$ 200.00
# of Miles Traveled: 5	\$ .56	\$ 2.78
# of Meals Consumed:	10.00	\$ 10.00
<b>GRAND TOTAL:</b>		\$ 212.78

  
Commissioner  
Bill Ramsey

01556763

IN THE MATTER OF THE  
CONDEMNATION OF CERTAIN  
RIGHTS IN PROPERTY FOR THE

WEST 1<sup>ST</sup> STREET RECONSTRUCTION  
PROJECT  
(PARCEL 6)

BY THE CITY OF CEDAR FALLS, IOWA

APPLICANT

**COMPENSATION  
COMMISSIONER'S STATEMENT**

**Case No. 530**

To the Sheriff of Black Hawk County, Iowa

I certify my fee as a member of the Compensation Commission for the hearing held on this date:  
as follows:

Expenses Incurred While Serving on This Commission	Rate	Total
# of Days Served:	\$200.00 per day	\$ 200
# of Miles Traveled: 14	\$ .56	\$ <del>7.78</del>
# of Meals Consumed:		\$ 10
<b>GRAND TOTAL:</b>		\$ <del>224</del> 217.78

  
Commissioner Carole Deeds

01556763

IN THE MATTER OF THE  
CONDEMNATION OF CERTAIN  
RIGHTS IN PROPERTY FOR THE

WEST 1<sup>ST</sup> STREET RECONSTRUCTION  
PROJECT  
(PARCEL 6)

BY THE CITY OF CEDAR FALLS, IOWA  
  
APPLICANT

**COMPENSATION  
COMMISSIONER'S STATEMENT**

**Case No. 530**

To the Sheriff of Black Hawk County, Iowa

I certify my fee as a member of the Compensation Commission for the hearing held on this date:  
as follows:

Expenses Incurred While Serving on This Commission	Rate	Total
# of Days Served:	\$200.00 per day	\$ 200. <sup>00</sup>
# of Miles Traveled: 3 miles	\$ .56	\$ 1.67
# of Meals Consumed:	1 meal	\$ 10. <sup>00</sup>
<b>GRAND TOTAL:</b>		\$ 211.67

Commissioner

*Chris Fischels*

01556763

IN THE MATTER OF THE  
CONDEMNATION OF CERTAIN  
RIGHTS IN PROPERTY FOR THE

WEST 1<sup>ST</sup> STREET RECONSTRUCTION  
PROJECT  
(PARCEL 6)

BY THE CITY OF CEDAR FALLS, IOWA

APPLICANT

**COMPENSATION  
COMMISSIONER'S STATEMENT**

**Case No. 530**

To the Sheriff of Black Hawk County, Iowa

I certify my fee as a member of the Compensation Commission for the hearing held on this date:  
as follows:

Expenses Incurred While Serving on This Commission	Rate	Total
# of Days Served:	\$200.00 per day	\$ 200.00
# of Miles Traveled: 14	\$ .56	\$ 7.78
# of Meals Consumed:		\$ 10.00
<b>GRAND TOTAL:</b>		\$ 217.78

  
\_\_\_\_\_  
Commissioner Jay Hall

01556763

IN THE MATTER OF THE  
CONDEMNATION OF CERTAIN  
RIGHTS IN PROPERTY FOR THE

WEST 1<sup>ST</sup> STREET RECONSTRUCTION  
PROJECT  
(PARCEL 6)

BY THE CITY OF CEDAR FALLS, IOWA

APPLICANT


**COMPENSATION  
COMMISSIONER'S STATEMENT**

**Case No. 530**

To the Sheriff of Black Hawk County, Iowa

I certify my fee as a member of the Compensation Commission for the hearing held on this date:  
as follows:

Expenses Incurred While Serving on This Commission	Rate	Total
# of Days Served:	\$200.00 per day	\$ 200 <sup>00</sup>
# of Miles Traveled: 24	\$ .56	\$ 13.33
# of Meals Consumed:	1	\$ 10 <sup>00</sup>
<b>GRAND TOTAL:</b>		\$ 223.33

  
Commissioner  
Vince McFadden

01556763

IN THE MATTER OF THE  
CONDEMNATION OF CERTAIN  
RIGHTS IN PROPERTY FOR THE

WEST 1<sup>ST</sup> STREET RECONSTRUCTION  
PROJECT  
(PARCEL 6)

BY THE CITY OF CEDAR FALLS, IOWA

APPLICANT

**COMPENSATION  
COMMISSIONER'S STATEMENT**

**Case No. 530**

To the Sheriff of Black Hawk County, Iowa

I certify my fee as a member of the Compensation Commission for the hearing held on this date:  
as follows:

Expenses Incurred While Serving on This Commission	Rate	Total
# of Days Served:	\$200.00 per day	\$ 200.00
# of Miles Traveled: 12	\$ 6 = 2 miles .50	\$ 6.67
# of Meals Consumed: 1		\$ 10.00
<b>GRAND TOTAL:</b>		\$ 216.67

  
\_\_\_\_\_  
Commissioner Robert Lamb

01556763

IN THE MATTER OF THE  
CONDEMNATION OF CERTAIN  
RIGHTS IN PROPERTY FOR THE

WEST 1<sup>ST</sup> STREET RECONSTRUCTION  
PROJECT  
(PARCEL 6)

BY THE CITY OF CEDAR FALLS, IOWA  
  
APPLICANT

**NOTICE OF MEETING OF  
COMPENSATION  
COMMISSIONERS FOR  
APPRAISING DAMAGES**

**Case No. 530**

TO: James Lown Properties, LLC  
c/o James Lown, Registered Agent  
103 Winding Ridge Rd.  
Denver, Iowa 50622

Corporation Service Company  
Registered Agent - Black Hawk  
Fidelity Corp.  
505 5<sup>th</sup> Ave., Suite 729  
Des Moines, Iowa 50309

Corporation Service Company  
Registered Agent - Iowa Securities  
Investment Corporation  
505 5<sup>th</sup> Ave., Suite 729  
Des Moines, Iowa 50309

Black Hawk County, Iowa  
Attention: County Auditor  
Courthouse  
316 East 5<sup>th</sup> Street  
Waterloo, IA 50703

Tenants of 1315 W. 1<sup>st</sup> St. **and** 1311 W. 1<sup>st</sup> St.  
1315 W. 1<sup>st</sup> St. **and** 1311 W. 1<sup>st</sup> Street  
All Units  
Cedar Falls, Iowa 50613

and all other persons, companies or corporations having any interest in or owning any of  
the following described real estate, to-wit:

The property affected by the project is legally described as follows:

The Fee simple title granted is to land described as follows:

A part of Lot 5, a part of Lot 6, and a part of Lot 7 of, Block 8, O.E. Mullarkey's  
addition to Cedar Falls, Iowa, an official plat now included in and forming a part  
of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:

Beginning at the Southeast corner of said Lot 6, Block 8, O.E. Mullarkey's Addition  
to Cedar Falls, Iowa; thence South 89°21'22" West along the South line of said Lot  
6 and Lot 5 of Block 8, a distance of 132.01 feet to the Southwest corner of said  
Lot 5; thence North 00°46'35" West along the West line of said Lot 5, a distance of



29.73 feet; thence Southeasterly along a curve concave Northeasterly whose radius is 20.00 feet, whose arc length is 31.28 feet and whose chord bears South 45°35'20" East, 28.19 feet; thence North 89°35'56" East, 178.11 feet to the East line of said Lot 7; thence South 00°47'01" East along said East line, 9.02 feet to the Southeast corner of said Lot 7; thence South 89°21'22" West along said South line, 65.97 feet to the point of beginning and containing 0.04 AC. (1,954 S.F.)

Property subject to any and all easements of record;

The Temporary easement described as follows:

A part of Lot 5, a part of Lot 6, and a part of Lot 7 of, Block 8, O.E. Mullarkey's Addition to Cedar Falls, Iowa, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:

Commencing at the Southeast corner of said Lot 7, Block 8, O.E. Mullarkey's Addition to Cedar Falls, Iowa; thence North 89°21'22" East along the South line of said Lot 7, a distance of 65.97 feet to the Southeast corner of said Lot 7; thence North 00°47'01" west along the East line of said Lot 7, a distance of 9.02 feet to the point of beginning; thence South 89°35'56" West, 178.11 feet; thence Northwesterly along a curve concave Northeasterly whose radius is 20.00 feet, whose arc length is 31.28 feet and whose chord bears North 45°35'20" West, 28.19 feet to the West line of said Lot 5; thence North 00°46'35" West along said West line, 33.54 feet; thence South 90°00'00" East, 9.64 feet; thence South 00°40'52" East, 36.84 feet; thence North 89°35'56" East, 77.65 feet; thence North 00°00'00" East, 9.00 feet; thence North 89°35'56" East, 8.58 feet; thence North 00°00'00" East, 18.61 feet; thence North 89°35'56" East, 41.52 feet; thence South 00°00'00" West, 34.11 feet; thence North 89°35'56" East, 60.74 feet to said East line of Lot 7; thence South 00°47'01" East along said East line, 10.00 feet to the point of beginning and containing 0.10 AC. (4,366 S.F.)

Property subject to any and all easements of record; and

Easement granted for public utility described as follows:

A part of Lot 5, a part of Lot 6, and a part of Lot 7 of, Block 8, O.E. Mullarkey's Addition to Cedar Falls, Iowa, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:

Commencing at the Southwest corner of said Lot 7 of, Block 7, O.E. Mullarkey's Addition to Cedar Falls, Iowa; thence North 89°21'22" East along the South line of said Lot 7, a distance of 65.97 feet to the Southeast corner of said Lot 7; thence North 00°47'01" West along the East line of said Lot 7, a distance of 9.02 feet to the point of beginning; thence South 89°35'56" West, 178.11 feet; thence Westerly along a curve concave Northerly whose radius is 20.00 feet, whose arc length is 20.94 feet and whose chord bears North 60°24'04" West, 20.00 feet; thence North

89°35'56" East, 195.36 feet to said East line; thence South 00°47'01" East along said East line, 10.00 feet to the point of beginning and containing 0.04 AC. (1,904 S.F.)

Property subject to any and all easements of record.

(the "necessary property interest").

The necessary property interest sought to be acquired for the project is legally described as follows:

The Fee simple title granted is to land described as follows:

A part of Lot 5, a part of Lot 6, and a part of Lot 7 of, Block 8, O.E. Mullarkey's addition to Cedar Falls, Iowa, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:

Beginning at the Southeast corner of said Lot 6, Block 8, O.E. Mullarkey's Addition to Cedar Falls, Iowa; thence South 89°21'22" West along the South line of said Lot 6 and Lot 5 of Block 8, a distance of 132.01 feet to the Southwest corner of said Lot 5; thence North 00°46'35" West along the West line of said Lot 5, a distance of 29.73 feet; thence Southeasterly along a curve concave Northeasterly whose radius is 20.00 feet, whose arc length is 31.28 feet and whose chord bears South 45°35'20" East, 28.19 feet; thence North 89°35'56" East, 178.11 feet to the East line of said Lot 7; thence South 00°47'01" East along said East line, 9.02 feet to the Southeast corner of said Lot 7; thence South 89°21'22" West along said South line, 65.97 feet to the point of beginning and containing 0.04 AC. (1,954 S.F.)

Property subject to any and all easements of record;

The Temporary easement described as follows:

A part of Lot 5, a part of Lot 6, and a part of Lot 7 of, Block 8, O.E. Mullarkey's Addition to Cedar Falls, Iowa, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:

Commencing at the Southeast corner of said Lot 7, Block 8, O.E. Mullarkey's Addition to Cedar Falls, Iowa; thence North 89°21'22" East along the South line of said Lot 7, a distance of 65.97 feet to the Southeast corner of said Lot 7; thence North 00°47'01" west along the East line of said Lot 7, a distance of 9.02 feet to the point of beginning; thence South 89°35'56" West, 178.11 feet; thence Northwesterly along a curve concave Northeasterly whose radius is 20.00 feet, whose arc length is 31.28 feet and whose chord bears North 45°35'20" West, 28.19 feet to the West line of said Lot 5; thence North 00°46'35" West along said West line, 33.54 feet; thence South 90°00'00" East, 9.64 feet; thence South 00°40'52" East, 36.84 feet;

thence North 89°35'56" East, 77.65 feet; thence North 00°00'00" East, 9.00 feet; thence North 89°35'56" East, 8.58 feet; thence North 00°00'00" East, 18.61 feet; thence North 89°35'56" East, 41.52 feet; thence South 00°00'00" West, 34.11 feet; thence North 89°35'56" East, 60.74 feet to said East line of Lot 7; thence South 00°47'01" East along said East line, 10.00 feet to the point of beginning and containing 0.10 AC. (4,366 S.F.)

Property subject to any and all easements of record; and

Easement granted for public utility described as follows:

A part of Lot 5, a part of Lot 6, and a part of Lot 7 of, Block 8, O.E. Mullarkey's Addition to Cedar Falls, Iowa, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:

Commencing at the Southwest corner of said Lot 7 of, Block 7, O.E. Mullarkey's Addition to Cedar Falls, Iowa; thence North 89°21'22" East along the South line of said Lot 7, a distance of 65.97 feet to the Southeast corner of said Lot 7; thence North 00°47'01" West along the East line of said Lot 7, a distance of 9.02 feet to the point of beginning; thence South 89°35'56" West, 178.11 feet; thence Westerly along a curve concave Northerly whose radius is 20.00 feet, whose arc length is 20.94 feet and whose chord bears North 60°24'04" West, 20.00 feet; thence North 89°35'56" East, 195.36 feet to said East line; thence South 00°47'01" East along said East line, 10.00 feet to the point of beginning and containing 0.04 AC. (1,904 S.F.)

Property subject to any and all easements of record.

("the necessary property interest").

YOU ARE HEREBY NOTIFIED that the City of Cedar Falls, desires the condemnation of a fee simple and temporary easement with respect to the above described property.

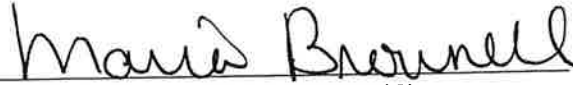
That such condemnation is sought for the purposes of reconstruction of West 1<sup>st</sup> Street (hereinafter, the "public purpose") for the project.

That a commission has been appointed as provided by law for the purpose of appraising the damages which will be caused by said condemnation.

That said commissioners will, on the date, at the time, and at the location specified below, meet and there proceed to view said premises and proceed to appraise said damages, at which time you may appear before the commissioners if you care to do so.

DATE OF MEETING: March 12, 2019  
TIME OF MEETING: 9:30 A.M.  
LOCATION OF MEETING: Black Hawk County Sheriff's Office  
225 E. 6th St.  
Waterloo, IA 50703

TAKE NOTICE AND GOVERN YOURSELVES ACCORDINGLY.

  
Maria E. Brownell (AT0010240)  
AHLERS & COONEY, P.C.  
100 Court Avenue, Suite 600  
Des Moines, Iowa 50309-2231  
Telephone: (515) 243-7611

01562248-1\10283-162

## IN THE IOWA DISTRICT COURT FOR BLACK HAWK COUNTY

STATE OF IOWA )  
 ) SS  
 BLACK HAWK COUNTY )

Docket No 217229  
 Court No 530  
 Reference No RENAE  
 Received 01/04/2019

PLAINTIFF: CITY OF CEDAR FALLS

vs.

DEFENDANT: JAMES LOWN PROPERTIES LLC

PARCEL 6  
 MARCH 12, 2019 9:30AM

## SERVED PARTY

Name BLACK HAWK COUNTY IOWA Party Type OTHER  
 Address 316 E 5TH ST, WATERLOO, IA

## SERVICE INFORMATION

Document(s)  
 CONDEMNATION NOTICE

Type of Service OFFICIAL Status SERVED  
 By Serving CHRYL WALTER Race  
 Relationship ACCOUNT SUPERVISOR Sex  
 Location 316 E 5TH ST, WATERLOO BHC AUDITOR'S OFFICE Birth Date  
 Comments

Date	Time	Officer	Mileage	Minutes	Notes
02/07/2019	10:04	T0681 • JASON TERRONES	0	0	
Total Mileage / Minutes			0	0	

I certify above information to be true and correct. ANTHONY T THOMPSON, Sheriff, Black Hawk County, Iowa



Deputy Sheriff or Designee

Date

## IN THE IOWA DISTRICT COURT FOR BLACK HAWK COUNTY

STATE OF IOWA )  
 ) SS  
 BLACK HAWK COUNTY )

Docket No 217229  
 Court No 530  
 Reference No RENAE  
 Received 01/04/2019

PLAINTIFF : CITY OF CEDAR FALLS

vs.

DEFENDANT : JAMES LOWN PROPERTIES LLC

PARCEL 6  
 MARCH 12, 2019 9:30AM

## SERVED PARTY

Name TENANTS/LEASEHOLDER UNIT 1 Party Type OTHER  
 Address 1315/1311 W 1ST ST, CEDAR FALLS, IA, 50613

## SERVICE INFORMATION

Document(s)  
 CONDEMNATION NOTICE

Type of Service PERSONAL Status SERVED

By Serving MIKE MCCULLOUGH

Location 1315/1311 W 1ST ST, CEDAR FALLS, IA 50613

Comments MIKE'S MOTHER, NANCY ECKHART, IS THE LEASE HOLDER BUT SHE IS IN FLORIDA AND NOT SURE WHEN SHE WILL BE HOME.

Date	Time	Officer	Mileage	Minutes	Notes
02/06/2019	13:00	R7444 • MATTHEW REAMS			
Total Mileage / Minutes			0	0	

I certify above information to be true and correct. ANTHONY T THOMPSON, Sheriff, Black Hawk County, Iowa

  
 Deputy Sheriff or Designee

Date

## IN THE IOWA DISTRICT COURT FOR BLACK HAWK COUNTY

STATE OF IOWA                     )  
   ) SS  
 BLACK HAWK COUNTY         )

Docket No 217229  
 Court No 530  
 Reference No RENAE  
 Received 01/04/2019

PLAINTIFF: CITY OF CEDAR FALLS

vs.

DEFENDANT: JAMES LOWN PROPERTIES LLC

PARCEL 6  
 MARCH 12, 2019 9:30AM

## SERVED PARTY

Name **TENANTS/LEASEHOLDER UNIT 2** Party Type **OTHER**  
 Address 1315/1311 W 1ST ST, CEDAR FALLS, IA, 50613


## SERVICE INFORMATION

Document(s)  
 CONDEMNATION NOTICE

Type of Service **VACANT** Status **DILIGENT SEARCH**  
 By Serving \_\_\_\_\_ Race \_\_\_\_\_  
 Relationship \_\_\_\_\_ Sex \_\_\_\_\_  
 Location \_\_\_\_\_ Birth Date \_\_\_\_\_  
 Comments UNIT 2 IS EMPTY PER THE NEIGHBORS

Date	Time	Officer	Mileage	Minutes	Notes
02/06/2019		R7444 • MATTHEW REAMS	0	0	
Total Mileage / Minutes			0	0	

I certify above information to be true and correct. ANTHONY T THOMPSON, Sheriff, Black Hawk County, Iowa

  
 Deputy Sheriff or Designee

Date

## IN THE IOWA DISTRICT COURT FOR BLACK HAWK COUNTY

STATE OF IOWA )  
 ) SS  
 BLACK HAWK COUNTY )

Docket No 217229  
 Court No 530  
 Reference No RENAE  
 Received 01/04/2019

PLAINTIFF: CITY OF CEDAR FALLS

vs.

DEFENDANT: JAMES LOWN PROPERTIES LLC

PARCEL 6  
 MARCH 12, 2019 9:30AM

## SERVED PARTY


Name TENANTS/LEASEHOLDER UNIT 3 Party Type OTHER  
 Address 1315/1311 W 1ST ST, CEDAR FALLS, IA, 50613

## SERVICE INFORMATION

Document(s)  
 CONDEMNATION NOTICE  
 Type of Service PERSONAL Status SERVED  
 By Serving ERNIE WENGER, LEASEHOLDER  
 Location 1315/1311 W 1ST ST, CEDAR FALLS, IA 50613  
 Comments

Date	Time	Officer	Mileage	Minutes	Notes
02/06/2019	13:20	R7444 • MATTHEW REAMS	0	0	
Total Mileage / Minutes			0	0	

I certify above information to be true and correct. ANTHONY T THOMPSON, Sheriff, Black Hawk County, Iowa

  
 Deputy Sheriff or Designee

Date



## IN THE IOWA DISTRICT COURT FOR BLACK HAWK COUNTY

STATE OF IOWA )  
 ) SS  
 BLACK HAWK COUNTY )

Docket No 217229  
 Court No 530  
 Reference No RENAE  
 Received 01/04/2019

PLAINTIFF: CITY OF CEDAR FALLS

vs.

DEFENDANT: JAMES LOWN PROPERTIES LLC

PARCEL 6  
 MARCH 12, 2019 9:30AM

## SERVED PARTY

Name TENANTS/LEASEHOLDER UNIT 4 Party Type OTHER  
 Address 1315/1311 W 1ST ST, CEDAR FALLS, IA, 50613

## SERVICE INFORMATION


Document(s)  
 CONDEMNATION NOTICE

Type of Service VACANT Status DILIGENT SEARCH

By Serving \_\_\_\_\_ Race \_\_\_\_\_  
 Relationship \_\_\_\_\_ Sex \_\_\_\_\_  
 Location \_\_\_\_\_ Birth Date \_\_\_\_\_  
 Comments UNIT 4 IS EMPTY PER THE NEIGHBORS

Date	Time	Officer	Mileage	Minutes	Notes
02/06/2019		R7444 • MATTHEW REAMS	0	0	
Total Mileage / Minutes			0	0	

I certify above information to be true and correct. ANTHONY T THOMPSON, Sheriff, Black Hawk County, Iowa

  
 Deputy Sheriff or Designee

Date

## IN THE IOWA DISTRICT COURT FOR BLACK HAWK COUNTY

STATE OF IOWA                     )  
   ) SS  
 BLACK HAWK COUNTY         )

Docket No 217229  
 Court No 530  
 Reference No RENAE  
 Received 01/04/2019

PLAINTIFF: CITY OF CEDAR FALLS

vs.

DEFENDANT: JAMES LOWN PROPERTIES LLC

PARCEL 6  
 MARCH 12, 2019 9:30AM

## SERVED PARTY

Name **TENANTS/LEASEHOLDER UNIT 5** Party Type **OTHER**  
 Address 1315/1311 W 1ST ST, CEDAR FALLS, IA, 50613

## SERVICE INFORMATION

Document(s)

CONDEMNATION NOTICE

Type of Service **OTHER** Status **OTHER**

By Serving \_\_\_\_\_ Race \_\_\_\_\_

Relationship \_\_\_\_\_ Sex \_\_\_\_\_

Location \_\_\_\_\_ Birth Date \_\_\_\_\_

Comments SEVERAL ATTEMPTS MADE AND HANGER IS STILL THERE. THE OFFICE SAID THE LEASE HOLDER  
 HAS NOT PAID THEIR RENT SINCE NOVEMBER

Date	Time	Officer	Mileage	Minutes	Notes
02/08/2019		J6063 • DAN JENN			
Total Mileage / Minutes			0	0	

I certify above information to be true and correct. ANTHONY T THOMPSON, Sheriff, Black Hawk County, Iowa



Deputy Sheriff or Designee

Date

## IN THE IOWA DISTRICT COURT FOR BLACK HAWK COUNTY

STATE OF IOWA )  
 ) SS  
 BLACK HAWK COUNTY )

Docket No 217229  
 Court No 530  
 Reference No RENAE  
 Received 01/04/2019

PLAINTIFF : CITY OF CEDAR FALLS

vs.

DEFENDANT : JAMES LOWN PROPERTIES LLC

PARCEL 6  
 MARCH 12, 2019 9:30AM

## SERVED PARTY

Name TENANTS/LEASEHOLDER UNIT 6 Party Type OTHER  
 Address 1315/1311 W 1ST ST, CEDAR FALLS, IA, 50613

## SERVICE INFORMATION

Document(s)  
 CONDEMNATION NOTICE

Type of Service PERSONAL Status SERVED


By Serving BARRY POLAND, LEASEHOLDER

Location 1315/1311 W 1ST ST, CEDAR FALLS, IA 50613

Comments

	Date	Time	Officer	Mileage	Minutes	Notes
Service ►	02/06/2019	13:55	R7444 • MATTHEW REAMS	0	0	
Total Mileage / Minutes				0	0	

I certify above information to be true and correct. ANTHONY T THOMPSON, Sheriff, Black Hawk County, Iowa

  
 Deputy Sheriff or Designee

Date

## IN THE IOWA DISTRICT COURT FOR BLACK HAWK COUNTY

STATE OF IOWA                     )  
   ) SS  
 BLACK HAWK COUNTY         )

Docket No 217229  
 Court No 530  
 Reference No RENAE  
 Received 01/04/2019

PLAINTIFF : CITY OF CEDAR FALLS

vs.

DEFENDANT : JAMES LOWN PROPERTIES LLC

PARCEL 6  
 MARCH 12, 2019 9:30AM

## SERVED PARTY

Name **TENANTS/LEASEHOLDER UNIT 7** Party Type **OTHER**  
 Address 1315/1311 W 1ST ST, CEDAR FALLS, IA, 50613

## SERVICE INFORMATION

Document(s)  
 CONDEMNATION NOTICE

Type of Service **PERSONAL** Status **SERVED**

By Serving **PATRICK HELLER, LEASEHOLDER**

Location 1315/1311 W 1ST ST, CEDAR FALLS, IA 50613

Comments

	Date	Time	Officer	Mileage	Minutes	Notes
<b>Service▶</b>	02/06/2019	19:45	J6063 • DAN JENN			
Total Mileage / Minutes				0	0	

I certify above information to be true and correct. ANTHONY T THOMPSON, Sheriff, Black Hawk County, Iowa



Deputy Sheriff or Designee

Date

## IN THE IOWA DISTRICT COURT FOR BLACK HAWK COUNTY

STATE OF IOWA                     )  
   ) SS  
 BLACK HAWK COUNTY         )

Docket No 217229  
 Court No 530  
 Reference No RENAE  
 Received 01/04/2019

PLAINTIFF : CITY OF CEDAR FALLS

vs.

DEFENDANT : JAMES LOWN PROPERTIES LLC

PARCEL 6  
 MARCH 12, 2019 9:30AM

## SERVED PARTY


Name **TENANTS/LEASEHOLDER UNIT 8** Party Type **OTHER**  
 Address 1315/1311 W 1ST ST, CEDAR FALLS, IA, 50613

## SERVICE INFORMATION

Document(s)  
 CONDEMNATION NOTICE  
 Type of Service **PERSONAL** Status **SERVED**  
 By Serving JON HAMEISTER, LEASEHOLDER  
 Location 1315/1311 W 1ST ST, CEDAR FALLS, IA 50613  
 Comments

Date	Time	Officer	Mileage	Minutes	Notes
02/06/2019	13:30	R7444 • MATTHEW REAMS			
Total Mileage / Minutes			0	0	

I certify above information to be true and correct. ANTHONY T THOMPSON, Sheriff, Black Hawk County, Iowa

  
 Deputy Sheriff or Designee

Date

## IN THE IOWA DISTRICT COURT FOR BLACK HAWK COUNTY

STATE OF IOWA )  
 ) SS  
 BLACK HAWK COUNTY )

Docket No 217229  
 Court No 530  
 Reference No RENAE  
 Received 01/04/2019

PLAINTIFF: CITY OF CEDAR FALLS

vs.

DEFENDANT: JAMES LOWN PROPERTIES LLC

PARCEL 6  
 MARCH 12, 2019 9:30AM

## SERVED PARTY

Name TENANTS/LEASEHOLDER UNIT 9 Party Type OTHER  
 Address 1315/1311 W 1ST ST, CEDAR FALLS, IA, 50613

## SERVICE INFORMATION

Document(s)  
 CONDEMNATION NOTICE

Type of Service PERSONAL Status SERVED


By Serving STAN ACKERMAN, LEASEHOLDER

Location 1315/1311 W 1ST ST, CEDAR FALLS, IA 50613

Comments

Date	Time	Officer	Mileage	Minutes	Notes
02/06/2019	13:30	R7444 • MATTHEW REAMS	0	0	
Total Mileage / Minutes			0	0	

I certify above information to be true and correct. ANTHONY T THOMPSON, Sheriff, Black Hawk County, Iowa

  
 Deputy Sheriff or Designee

Date

## IN THE IOWA DISTRICT COURT FOR BLACK HAWK COUNTY

STATE OF IOWA                     )  
   ) SS  
 BLACK HAWK COUNTY         )

Docket No 217229  
 Court No 530  
 Reference No RENAE  
 Received 01/04/2019

PLAINTIFF : CITY OF CEDAR FALLS

vs.

DEFENDANT : JAMES LOWN PROPERTIES LLC

PARCEL 6  
 MARCH 12, 2019 9:30AM

## SERVED PARTY

Name TENANTS/LEASEHOLDER UNIT 10 Party Type OTHER  
 Address 1315/1311 W 1ST ST, CEDAR FALLS, IA, 50613

## SERVICE INFORMATION

Document(s)  
 CONDEMNATION NOTICE  
 Type of Service PERSONAL Status SERVED  
 By Serving MARK BURCH, LEASEHOLDER  
 Location 1315/1311 W 1ST ST, CEDAR FALLS, IA 50613  
 Comments

	Date	Time	Officer	Mileage	Minutes	Notes
Service▶	02/06/2019	13:35	R7444 • MATTHEW REAMS			
Total Mileage / Minutes				0	0	

I certify above information to be true and correct. ANTHONY T THOMPSON, Sheriff, Black Hawk County, Iowa



Deputy Sheriff or Designee

Date

## IN THE IOWA DISTRICT COURT FOR BLACK HAWK COUNTY

STATE OF IOWA )  
 ) SS  
 BLACK HAWK COUNTY )

Docket No 217229  
 Court No 530  
 Reference No RENAE  
 Received 01/04/2019

PLAINTIFF: CITY OF CEDAR FALLS

vs.

DEFENDANT: JAMES LOWN PROPERTIES LLC

PARCEL 6  
 MARCH 12, 2019 9:30AM

## SERVED PARTY

Name **TENANTS/LEASEHOLDER UNIT 11** Party Type **OTHER**  
 Address 1315/1311 W 1ST ST, CEDAR FALLS, IA, 50613

## SERVICE INFORMATION

Document(s)  
 CONDEMNATION NOTICE

Type of Service **VACANT** Status **DILIGENT SEARCH**  
 By Serving \_\_\_\_\_ Race \_\_\_\_\_  
 Relationship \_\_\_\_\_ Sex \_\_\_\_\_  
 Location \_\_\_\_\_ Birth Date \_\_\_\_\_  
 Comments UNIT 11 IS EMPTY PER NEIGHBORS

	Date	Time	Officer	Mileage	Minutes	Notes
Service▶	02/06/2019		J6063 • DAN JENN	0	0	
Total Mileage / Minutes				0	0	

I certify above information to be true and correct. ANTHONY T THOMPSON, Sheriff, Black Hawk County, Iowa



Deputy Sheriff or Designee

Date



## IN THE IOWA DISTRICT COURT FOR BLACK HAWK COUNTY

STATE OF IOWA )  
 ) SS  
 BLACK HAWK COUNTY )

Docket No 217229  
 Court No 530  
 Reference No RENAE  
 Received 01/04/2019

PLAINTIFF : CITY OF CEDAR FALLS

vs.

DEFENDANT : JAMES LOWN PROPERTIES LLC

PARCEL 6  
 MARCH 12, 2019 9:30AM

## SERVED PARTY

Name TENANTS/LEASEHOLDER UNIT 12 Party Type OTHER  
 Address 1315/1311 W 1ST ST, CEDAR FALLS, IA, 50613

## SERVICE INFORMATION

Document(s)  
 CONDEMNATION NOTICE

Type of Service PERSONAL Status SERVED


By Serving JEFF MINCHK, LEASEHOLDER

Location 1315/1311 W 1ST ST, CEDAR FALLS, IA 50613

Comments

	Date	Time	Officer	Mileage	Minutes	Notes
Service▶	02/06/2019	13:40	R7444 • MATTHEW REAMS	0	0	
Total Mileage / Minutes				0	0	

I certify above information to be true and correct. ANTHONY T THOMPSON, Sheriff, Black Hawk County, Iowa

  
 Deputy Sheriff or Designee

Date

## IN THE IOWA DISTRICT COURT FOR BLACK HAWK COUNTY

STATE OF IOWA )  
 ) SS  
 BLACK HAWK COUNTY )

Docket No 217229  
 Court No 530  
 Reference No RENAE  
 Received 01/04/2019

PLAINTIFF: CITY OF CEDAR FALLS

vs.

DEFENDANT: JAMES LOWN PROPERTIES LLC

PARCEL 6  
 MARCH 12, 2019 9:30AM

## SERVED PARTY

Name **TENANTS/LEASEHOLDER UNIT 13** Party Type **OTHER**  
 Address 1315/1311 W 1ST ST, CEDAR FALLS, IA, 50613

## SERVICE INFORMATION

Document(s)  
 CONDEMNATION NOTICE

Type of Service **PERSONAL** Status **SERVED**

By Serving **MICHAEL WIRTZ, LEASE HOLDER**

Location 1315/1311 W 1ST ST, CEDAR FALLS, IA 50613

Comments

Date	Time	Officer	Mileage	Minutes	Notes
02/07/2019	13:55	R7444 • MATTHEW REAMS	0	0	
Total Mileage / Minutes			0	0	

I certify above information to be true and correct. ANTHONY T THOMPSON, Sheriff, Black Hawk County, Iowa



Deputy Sheriff or Designee

Date

## IN THE IOWA DISTRICT COURT FOR BLACK HAWK COUNTY

STATE OF IOWA )  
 ) SS  
 BLACK HAWK COUNTY )

Docket No 217229  
 Court No 530  
 Reference No RENAE  
 Received 01/04/2019

PLAINTIFF : CITY OF CEDAR FALLS

vs.

DEFENDANT : JAMES LOWN PROPERTIES LLC

PARCEL 6  
 MARCH 12, 2019 9:30AM

## SERVED PARTY

Name **TENANTS/LEASEHOLDER UNIT 14** Party Type **OTHER**  
 Address 1315/1311 W 1ST ST, CEDAR FALLS, IA, 50613

## SERVICE INFORMATION

Document(s)  
 CONDEMNATION NOTICE

Type of Service **PERSONAL** Status **SERVED**

By Serving **SPENCER MEAUX, LEASE HOLDER**

Location **4410 UNIVERSITY AVE #236, CEDAR FALLS**

Comments **UNIT 14 HAS BROCKEN PIPES, SO THE LEASEHOLDER IS STAYING AT THE ADDRESS HE WAS SERVED LISTED ABOVE**

	Date	Time	Officer	Mileage	Minutes	Notes
<b>Service▶</b>	02/08/2019	21:40	J6063 • DAN JENN			
<b>Total Mileage / Minutes</b>				<b>0</b>	<b>0</b>	

I certify above information to be true and correct. ANTHONY T THOMPSON, Sheriff, Black Hawk County, Iowa



Deputy Sheriff or Designee

Date

## IN THE IOWA DISTRICT COURT FOR BLACK HAWK COUNTY

STATE OF IOWA )  
 ) SS  
 BLACK HAWK COUNTY )

Docket No 217229  
 Court No 530  
 Reference No RENAE  
 Received 01/04/2019

PLAINTIFF : CITY OF CEDAR FALLS

vs.

DEFENDANT : JAMES LOWN PROPERTIES LLC

PARCEL 6  
 MARCH 12, 2019 9:30AM

## SERVED PARTY

Name TENANTS/LEASEHOLDER UNIT 15 Party Type OTHER  
 Address 1315/1311 W 1ST ST, CEDAR FALLS, IA, 50613

## SERVICE INFORMATION

Document(s)  
 CONDEMNATION NOTICE

Type of Service PERSONAL Status SERVED

By Serving STEVE HANSEN, LEASE HOLDER

Location 1315/1311 W 1ST ST, CEDAR FALLS, IA 50613

Comments

	Date	Time	Officer	Mileage	Minutes	Notes
Service▶	02/06/2019	19:50	J6063 • DAN JENN	0	0	
Total Mileage / Minutes				0	0	

I certify above information to be true and correct. ANTHONY T THOMPSON, Sheriff, Black Hawk County, Iowa



Deputy Sheriff or Designee

Date

## IN THE IOWA DISTRICT COURT FOR BLACK HAWK COUNTY

STATE OF IOWA )  
 ) SS  
 BLACK HAWK COUNTY )

Docket No 217229  
 Court No 530  
 Reference No RENAE  
 Received 01/04/2019

PLAINTIFF : CITY OF CEDAR FALLS

VS.

DEFENDANT : JAMES LOWN PROPERTIES LLC

PARCEL 6  
 MARCH 12, 2019 9:30AM

## SERVED PARTY

Name TENANTS/LEASEHOLDER UNIT 16 Party Type OTHER  
 Address 1315/1311 W 1ST ST, CEDAR FALLS, IA, 50613

## SERVICE INFORMATION

Document(s)  
 CONDEMNATION NOTICE

Type of Service VACANT Status DILIGENT SEARCH  
 By Serving \_\_\_\_\_ Race \_\_\_\_\_  
 Relationship \_\_\_\_\_ Sex \_\_\_\_\_  
 Location \_\_\_\_\_ Birth Date \_\_\_\_\_  
 Comments UNIT 16 IS EMPTY PER NEIGHBOR

Date	Time	Officer	Mileage	Minutes	Notes
02/06/2019		J6063 • DAN JENN	0	0	
Total Mileage / Minutes			0	0	

I certify above information to be true and correct. ANTHONY T THOMPSON, Sheriff, Black Hawk County, Iowa



Deputy Sheriff or Designee

Date

## IN THE IOWA DISTRICT COURT FOR BLACK HAWK COUNTY

STATE OF IOWA                     )  
   ) SS  
 BLACK HAWK COUNTY         )

Docket No 217229  
 Court No 530  
 Reference No RENAE  
 Received 01/04/2019

PLAINTIFF: CITY OF CEDAR FALLS

vs.

DEFENDANT: JAMES LOWN PROPERTIES LLC

PARCEL 6  
 MARCH 12, 2019 9:30AM

## SERVED PARTY

Name TENANTS/LEASEHOLDER UNIT 17 Party Type OTHER  
 Address 1315/1311 W 1ST ST, CEDAR FALLS, IA, 50613

## SERVICE INFORMATION

Document(s)  
 CONDEMNATION NOTICE

Type of Service PERSONAL Status SERVED


By Serving MANDY MOORE, LEASE HOLDER

Location 1315/1311 W 1ST ST, CEDAR FALLS, IA 50613

Comments

	Date	Time	Officer	Mileage	Minutes	Notes
Service▶	02/06/2019	13:50	R7444 • MATTHEW REAMS			
Total Mileage / Minutes				0	0	

I certify above information to be true and correct. ANTHONY T THOMPSON, Sheriff, Black Hawk County, Iowa

  
 Deputy Sheriff or Designee

Date

## IN THE IOWA DISTRICT COURT FOR BLACK HAWK COUNTY

STATE OF IOWA )  
 ) SS  
 BLACK HAWK COUNTY )

Docket No 217229  
 Court No 530  
 Reference No RENAE  
 Received 01/04/2019

PLAINTIFF: CITY OF CEDAR FALLS

vs.

DEFENDANT: JAMES LOWN PROPERTIES LLC

PARCEL 6  
 MARCH 12, 2019 9:30AM

## SERVED PARTY

Name TENANTS/LEASEHOLDER UNIT 18 Party Type OTHER  
 Address 1315/1311 W 1ST ST, CEDAR FALLS, IA, 50613

## SERVICE INFORMATION

Document(s)					
CONDEMNATION NOTICE					
Type of Service			Status		
PERSONAL			SERVED		
By Serving RICHARD KLEIN, LEASE HOLDER					
Location 1315/1311 W 1ST ST, CEDAR FALLS, IA 50613					
Comments					
Date	Time	Officer	Mileage	Minutes	Notes
02/06/2019	13:50	R7444 • MATTHEW REAMS			
Total Mileage / Minutes			0	0	

I certify above information to be true and correct. ANTHONY T THOMPSON, Sheriff, Black Hawk County, Iowa



Deputy Sheriff or Designee

Date

## IN THE IOWA DISTRICT COURT FOR BLACK HAWK COUNTY

STATE OF IOWA )  
 ) SS  
 BLACK HAWK COUNTY )

Docket No 217229  
 Court No 530  
 Reference No RENAE  
 Received 01/04/2019

PLAINTIFF: CITY OF CEDAR FALLS

vs.

DEFENDANT: JAMES LOWN PROPERTIES LLC

PARCEL 6  
 MARCH 12, 2019 9:30AM

## SERVED PARTY

Name TENANT/LEASEHOLDER UNIT 19 Party Type OTHER  
 Address 1315/1311 W 1ST ST, CEDAR FALLS, IA, 50613

## SERVICE INFORMATION

Document(s)  
 CONDEMNATION NOTICE  
 Type of Service PERSONAL Status SERVED  
 By Serving SHIRLEY TAYLOR, LEASE HOLDER  
 Location 1315/1311 W 1ST ST, CEDAR FALLS, IA 50613  
 Comments

Date	Time	Officer	Mileage	Minutes	Notes
02/06/2019	23:00	J6063 • DAN JENN			
Total Mileage / Minutes			0	0	

I certify above information to be true and correct. ANTHONY T THOMPSON, Sheriff, Black Hawk County, Iowa



Deputy Sheriff or Designee

Date



## IN THE IOWA DISTRICT COURT FOR BLACK HAWK COUNTY

STATE OF IOWA )  
 ) SS  
 BLACK HAWK COUNTY )

Docket No 217229  
 Court No 530  
 Reference No RENAE  
 Received 01/04/2019

PLAINTIFF: CITY OF CEDAR FALLS

vs.

DEFENDANT: JAMES LOWN PROPERTIES LLC

PARCEL 6  
 MARCH 12, 2019 9:30AM

## SERVED PARTY

Name TENANTS/LEASEHOLDER UNIT 20 Party Type OTHER  
 Address 1315/1311 W 1ST ST, CEDAR FALLS, IA, 50613

## SERVICE INFORMATION

Document(s)  
 CONDEMNATION NOTICE

Type of Service PERSONAL Status SERVED

By Serving DAVE TRIPP, LEASE HOLDER

Location 1315/1311 W 1ST ST, CEDAR FALLS, IA 50613

Comments

	Date	Time	Officer	Mileage	Minutes	Notes
Service▶	02/06/2019	20:00	J6063 • DAN JENN	0	0	
Total Mileage / Minutes				0	0	

I certify above information to be true and correct. ANTHONY T THOMPSON, Sheriff, Black Hawk County, Iowa



Deputy Sheriff or Designee

Date

## IN THE IOWA DISTRICT COURT FOR BLACK HAWK COUNTY

STATE OF IOWA )  
 ) SS  
 BLACK HAWK COUNTY )

Docket No 217229  
 Court No 530  
 Reference No RENAE  
 Received 01/04/2019

PLAINTIFF : CITY OF CEDAR FALLS

vs.

DEFENDANT : JAMES LOWN PROPERTIES LLC

PARCEL 6  
 MARCH 12, 2019 9:30AM

## SERVED PARTY

Name **TENANTS/LEASEHOLDER UNIT 21** Party Type **OTHER**  
 Address 1315/1311 W 1ST ST, CEDAR FALLS, IA, 50613

## SERVICE INFORMATION

Document(s)  
 CONDEMNATION NOTICE

Type of Service **PERSONAL** Status **SERVED**


By Serving CRYSTAL RIGGS, LEASE HOLDER

Location 1315/1311 W 1ST ST, CEDAR FALLS, IA 50613

Comments

Date	Time	Officer	Mileage	Minutes	Notes
02/06/2019	14:00	R7444 • MATTHEW REAMS	0	0	
Total Mileage / Minutes			0	0	

I certify above information to be true and correct. ANTHONY T THOMPSON, Sheriff, Black Hawk County, Iowa

  
 Deputy Sheriff or Designee

Date

AFFIDAVIT OF SERVICE

IN THE MATTER OF THE  
CONDEMNATION OF CERTAIN RIGHTS  
IN PROPERTY FOR THE WEST 1ST  
STREET RECONSTRUCTION PROJECT  
(PARCEL 6) BY THE CITY OF  
CEDAR FALLS, IOWA, APPLICANT

Plaintiff/Petitioner,

vs.

Defendant/Respondent.

Received by **Absolute Serving** on **02/06/2019** to be served upon:

**IOWA SECURITIES INVESTMENT**

ss.

I, **ALYSON DEMOSS**, being duly sworn on oath, and over the age of 18 years, do hereby depose and state that:

On **02/06/2019** at **01:45 PM**, I served the within **CERTIFICATE RE APPLICATION FOR APPOINTMENT OF COMMISSIONERS AND ORDER OF CHIEF JUDGE – RECORDER'S COVER SHEET; APPLICATION FOR CONDEMNATION; EXHIBIT A; EXHIBIT B; ORDER SELECTING AND APPOINTING COMPENSATION COMMISSIONERS AND ALTERNATE COMMISSIONERS BY THE CHIEF JUDGE OF THE FIRST JUDICIAL DISTRICT OF IOWA; NOTICE OF MEETING OF COMPENSATION COMMISSIONERS FOR APPRAISING DAMAGES– 3/12/19; on IOWA SECURITIES INVESTMENT at 505 5TH AVE, STE 729 , Des Moines, IA 50309** in the manner indicated below:

**CORPORATE SERVICE:** I served the same on the above company, corporation, government official, etc, by delivering a copy to the person named and described below at the address shown above. :

NAME: **VICKI REED @ CORPORATION SERVICE COMPANY** TITLE/RELATION: **REGISTERED AGENT**

Fee For Service: **\$15.00**

Sworn to and subscribed before me on this

6th day of February, 2019

by an affiant who is personally known to me or produced identification.

NOTARY PUBLIC



**JULIA MCMAHON**  
Commission Number 741404  
My Commission Expires  
6-23-2021

X

  
ALYSON DEMOSS

Independent Contractor for:

Absolute Serving  
680 18th Street  
Des Moines, IA 50314

Atty File#: **10283.162** - Our File# **26579**

AFFIDAVIT OF SERVICE

IN THE MATTER OF THE  
CONDEMNATION OF CERTAIN RIGHTS  
IN PROPERTY FOR THE WEST 1ST  
STREET RECONSTRUCTION PROJECT  
(PARCEL 6) BY THE CITY OF  
CEDAR FALLS, IOWA, APPLICANT

Plaintiff/Petitioner,  
vs.

Defendant/Respondent.

Received by Absolute Serving on 02/06/2019 to be served upon:

**BLACK HAWK FIDELITY CORPORATION**

ss.

I, ALYSON DEMOSS, being duly sworn on oath, and over the age of 18 years, do hereby depose and state that:

On 02/06/2019 at 01:45 PM, I served the within **CERTIFICATE RE APPLICATION FOR APPOINTMENT OF COMMISSIONERS AND ORDER OF CHIEF JUDGE – RECORDER'S COVER SHEET; APPLICATION FOR CONDEMNATION; EXHIBIT A; EXHIBIT B; ORDER SELECTING AND APPOINTING COMPENSATION COMMISSIONERS AND ALTERNATE COMMISSIONERS BY THE CHIEF JUDGE OF THE FIRST JUDICIAL DISTRICT OF IOWA; NOTICE OF MEETING OF COMPENSATION COMMISSIONERS FOR APPRAISING DAMAGES– 3/12/19; on BLACK HAWK FIDELITY CORPORATION at 505 5TH AVE, STE 729 , Des Moines, IA 50309** in the manner indicated below:

**CORPORATE SERVICE:** I served the same on the above company, corporation, government official, etc, by delivering a copy to the person named and described below at the address shown above. :

NAME: **VICKI REED @ CORPORATION SERVICE COMPANY** TITLE/RELATION: **REGISTERED AGENT**

Fee For Service: \$40.00

Sworn to and subscribed before me on this

6th day of February, 2019

by an affiant who is personally known to  
me or produced identification.

NOTARY PUBLIC



**JULIA MCMAHON**  
Commission Number 741404  
My Commission Expires  
6-23-2021

X  
ALYSON DEMOSS

Independent Contractor for:

Absolute Serving  
680 18th Street  
Des Moines, IA 50314

Atty File#: **10283.162** - Our File# **26578**

## Return of Service

### IN THE IOWA DISTRICT COURT IN AND FOR BLACK HAWK COUNTY

IN THE MATTER OF THE CONDEMNATION OF CERTAIN  
RIGHTS IN PROPERTY FOR THE WEST 1ST STREET  
RECONSTRUCTION PROJECT BY THE CITY OF CEDAR  
FALLS, IOWA (PARCEL 6)

Case Number: **WEST 1ST ST**  
Civil Number: **19-000168**  
Date Received: **02/04/2019 @ 11:42**  
Date Printed: 02/05/2019 @ 9:42

STATE OF IOWA  
BREMER COUNTY

}

I hereby certify that I served a copy of:

APPLICATION FOR CONDEMNATION  
ORDER SELECTING COMPENSATION COMMISSIONER  
NOTICE OF MEETING OF COMPENSATION COMMISSIONER

To: **LOWN,JAMES at 103 WINDING RIDGE RD, DENVER, IA 50622**

on **02/04/2019 @ 16:53**

Type of Service: **PERSONAL**

Remarks:

Case Notes:

#### Fees:

Service Fees:	30.00
Mileage:	11.60
Copies:	0.00
Return:	0.50
Total:	42.10

DAN L PICKETT, SHERIFF  
BREMER COUNTY

By: MATT TIEDT /s/  
DEPUTY MATT TIEDT

Paid By:  
Date:  
Check #:

AFFIDAVIT OF SERVICE

IN THE MATTER OF THE  
CONDEMNATION OF CERTAIN RIGHTS  
IN PROPERTY FOR THE WEST 1ST  
STREET RECONSTRUCTION PROJECT  
(PARCEL 6) BY THE CITY OF  
CEDAR FALLS, IOWA, APPLICANT

Plaintiff/Petitioner,

vs.

Defendant/Respondent.

Received by **Absolute Serving** on **02/04/2019** to be served upon:

**IOWA SECURITIES INVESTMENT CORPORATION**

STATE OF IOWA  
COUNTY OF POLK ss.

I, **Julia McMahon**, being duly sworn on oath, and over the age of 18 years, do hereby depose and state that:

On **02/04/2019** at **08:10 AM**, I served the within **CERTIFICATE RE APPLICATION FOR APPOINTMENT OF COMMISSIONERS AND ORDER OF CHIEF JUDGE – RECORDER'S COVER SHEET; APPLICATION FOR CONDEMNATION; EXHIBIT A; EXHIBIT B; ORDER SELECTING AND APPOINTING COMPENSATION COMMISSIONERS AND ALTERNATE COMMISSIONERS BY THE CHIEF JUDGE OF THE FIRST JUDICIAL DISTRICT OF IOWA; NOTICE OF MEETING OF COMPENSATION COMMISSIONERS FOR APPRAISING DAMAGES;** on **IOWA SECURITIES INVESTMENT CORPORATION** at **505 5TH AVE, STE 729 , Des Moines, IA 50309** in the manner indicated below:

**CORPORATE SERVICE:** I served the same on the above company, corporation, government official, etc, by delivering a copy to the person named and described below at the address shown above. :

NAME: **VICKI REED @ CORPORATION SERVICE COMPANY** TITLE/RELATION: **REGISTERED AGENT**

Fee For Service: **\$40.00**

Sworn to and subscribed before me on this

5th day of February, 2019

by an affiant who is personally known to me or produced identification.

*Steve McMahon*

NOTARY PUBLIC

X

Julia McMahon

Independent Contractor for:

Absolute Serving  
680 18th Street  
Des Moines, IA 50314

Atty File#: **10283.162** - Our File# **26542**



**STEVE MCMAHON**  
Commission Number 770813  
My Commission Expires  
12-8-2020

AFFIDAVIT OF SERVICE

IN THE MATTER OF THE  
CONDEMNATION OF CERTAIN RIGHTS  
IN PROPERTY FOR THE WEST 1ST  
STREET RECONSTRUCTION PROJECT  
(PARCEL 6) BY THE CITY OF  
CEDAR FALLS, IOWA, APPLICANT

Plaintiff/Petitioner,  
vs.

Defendant/Respondent.  
\_\_\_\_\_ /

Received by **Absolute Serving** on **02/04/2019** to be served upon:

**BLACK HAWK FIDELITY CORPORATION**

STATE OF IOWA  
COUNTY OF POLK ss.

I, **Julia McMahon**, being duly sworn on oath, and over the age of 18 years, do hereby depose and state that:

On **02/04/2019** at **08:10 AM**, I served the within **CERTIFICATE RE APPLICATION FOR APPOINTMENT OF COMMISSIONERS AND ORDER OF CHIEF JUDGE – RECORDER'S COVER SHEET; APPLICATION FOR CONDEMNATION; EXHIBIT A; EXHIBIT B; ORDER SELECTING AND APPOINTING COMPENSATION COMMISSIONERS AND ALTERNATE COMMISSIONERS BY THE CHIEF JUDGE OF THE FIRST JUDICIAL DISTRICT OF IOWA; NOTICE OF MEETING OF COMPENSATION COMMISSIONERS FOR APPRAISING DAMAGES;** on **BLACK HAWK FIDELITY CORPORATION** at **505 5TH AVE, STE 729 , Des Moines, IA 50309** in the manner indicated below:

**CORPORATE SERVICE:** I served the same on the above company, corporation, government official, etc, by delivering a copy to the person named and described below at the address shown above. :

NAME: **VICKI REED @ CORPORATION SERVICE COMPANY** TITLE/RELATION: **REGISTERED AGENT**

Fee For Service: **\$15.00**

Sworn to and subscribed before me on this

5th day of February, 2019

by an affiant who is personally known to me or produced identification.

Steve McMahon  
NOTARY PUBLIC

X  
Julia McMahon

Independent Contractor for:

Absolute Serving  
680 18th Street  
Des Moines, IA 50314

Atty File#: **10283.162** - Our File# **26543**



**STEVE MCMAHON**  
Commission Number 770813  
My Commission Expires  
12-8-2020

**AFFIDAVIT OF SERVICE**

**IN THE MATTER OF THE  
CONDEMNATION OF CERTAIN RIGHTS  
IN PROPERTY FOR THE WEST 1ST  
STREET RECONSTRUCTION PROJECT  
(PARCEL 76) BY THE CITY OF  
CEDAR FALLS, IOWA, APPLICANT**

Plaintiff/Petitioner,

vs.

Defendant/Respondent.

Received by **Absolute Serving** on **02/02/2019** to be served upon:

**REALTY INCOME CORPORATION**

**STATE OF IOWA  
COUNTY OF POLK ss.**

I, **Julia McMahon**, being duly sworn on oath, and over the age of 18 years, do hereby depose and state that:

On **02/04/2019** at **08:10 AM**, I served the within **CERTIFICATE RE APPLICATION FOR APPOINTMENT OF COMMISSIONERS AND ORDER OF CHIEF JUDGE – RECORDER'S COVER SHEET; APPLICATION FOR CONDEMNATION; EXHIBIT A; EXHIBIT B; ORDER SELECTING AND APPOINTING COMPENSATION COMMISSIONERS AND ALTERNATE COMMISSIONERS BY THE CHIEF JUDGE OF THE FIRST JUDICIAL DISTRICT OF IOWA; NOTICE OF MEETING OF COMPENSATION COMMISSIONERS FOR APPRAISING DAMAGES;** on **REALTY INCOME CORPORATION** at **505 5TH AVE, STE 729 , Des Moines, IA 50309** in the manner indicated below:

**CORPORATE SERVICE:** I served the same on the above company, corporation, government official, etc, by delivering a copy to the person named and described below at the address shown above. :

**NAME: VICKI REED @ CORPORATION SERVICE COMPANY TITLE/RELATION: REGISTERED AGENT**

Fee For Service: **\$40.00**

Sworn to and subscribed before me on this

5th day of February, 2019

by an affiant who is personally known to me or produced identification.

*Steve McMahon*

NOTARY PUBLIC

X  
\_\_\_\_\_  
Julia McMahon

Independent Contractor for:

Absolute Serving  
680 18th Street  
Des Moines, IA 50314

Atty File#: **10283.162** - Our File# **26541**



**STEVE MCMAHON**  
Commission Number 770813  
My Commission Expires  
12-8-2020



# STATE OF IOWA, }

I do solemnly swear that the annexed copy of  
Legal- Sheriff's Office

## Black Hawk County, SS

Condemnation of Certain Rights: Parcel 6

IN THE MATTER OF THE CONDEMNATION OF CERTAIN RIGHTS IN PROPERTY FOR THE WEST 1ST STREET RECONSTRUCTION PROJECT (PARCEL 6)  
BY THE CITY OF CEDAR FALLS, IOWA  
APPLICANT

NOTICE OF PUBLIC MEETING OF COMPENSATION COMMISSIONERS FOR APPRAISING DAMAGES  
Case No. 530

TO: Members of the public, representatives of the media that have requested notice of public meetings, and all other persons, companies or corporations having any interest in or owning any of the following described real estate, to wit:  
The Fee simple title granted is to land described as follows:

A part of Lot 5, a part of Lot 6, and a part of Lot 7 of Block 8, O.E. Mullarkey's Addition to Cedar Falls, Iowa, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:  
Beginning at the Southeast corner of said Lot 6, Block 8, O.E. Mullarkey's Addition to Cedar Falls, Iowa; thence South 89°21'22" West along the South line of said Lot 6 and Lot 5 of Block 8, a distance of 132.01 feet to the Southwest corner of said Lot 5; thence North 00°46'35" West along the West line of said Lot 5, a distance of 29.73 feet; thence Southeast along a curve concave Northeasterly whose radius is 20.00 feet, whose arc length is 31.28 feet and whose chord bears South 45°35'20" East, 28.19 feet; thence North 89°35'56" East, 178.11 feet to the East line of said Lot 7; thence South 00°47'01" East along said East line, 9.02 feet to the Southeast corner of said Lot 7; thence South 89°21'22" West along said South line, 65.97 feet to the point of beginning and containing 0.04 AC. (1,954 S.F.)  
Property subject to any and all easements of record; and  
The Temporary easement described as follows:

A part of Lot 5, a part of Lot 6, and a part of Lot 7 of Block 8, O.E. Mullarkey's Addition to Cedar Falls, Iowa, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:  
Commencing at the Southeast corner of said Lot 7, Block 8, O.E. Mullarkey's Addition to Cedar Falls, Iowa; thence North 89°21'22" East along the South line of said Lot 7, a distance of 65.97 feet to the Southeast corner of said Lot 7; thence North 00°47'01" West along the East line of said Lot 7, a distance of 9.02 feet to the point of beginning; thence South 89°35'56" West, 178.11 feet; thence Northwesterly along a curve concave Northeasterly whose radius is 20.00 feet, whose arc length is 31.28 feet and whose chord bears North 45°35'20" West, 28.19 feet to the West line of said Lot 5; thence North 00°46'35" West along said West line, 33.54 feet; thence South 90°00'00" East, 9.64 feet; thence South 00°40'52" East, 36.84 feet; thence North 89°35'56" East, 77.65 feet; thence North 00°00'00" East, 9.00 feet; thence North 89°35'56" East, 8.58 feet; thence North 00°00'00" East, 18.61 feet; thence North 89°35'56" East, 41.52 feet; thence South 00°00'00" West, 34.11 feet; thence North 89°35'56" East, 60.74 feet to said East line of Lot 7; thence South 00°47'01" East along said East line, 10.00 feet to the point of beginning and containing 0.10 AC. (4,366 S.F.)  
Property subject to any and all easements of record; and  
Easement granted for public utility described as follows:

A part of Lot 5, a part of Lot 6, and a part of Lot 7 of Block 8, O.E. Mullarkey's Addition to Cedar Falls, Iowa, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:  
Commencing at the Southwest corner of said Lot 7 of Block 7, O.E. Mullarkey's Addition to Cedar Falls, Iowa; thence North 89°21'22" East along the South line of said Lot 7, a distance of 65.97 feet to the Southeast corner of said Lot 7; thence North 00°47'01" West along the East line of said Lot 7, a distance of 9.02 feet to the point of beginning; thence South 89°35'56" West, 178.11 feet; thence Northwesterly along a curve concave Northeasterly whose radius is 20.00 feet, whose arc length is 31.28 feet and whose chord bears North 45°35'20" West, 28.19 feet to the West line of said Lot 5; thence North 00°46'35" West along said West line, 33.54 feet; thence South 90°00'00" East, 9.64 feet; thence South 00°40'52" East, 36.84 feet; thence North 89°35'56" East, 77.65 feet; thence North 00°00'00" East, 9.00 feet; thence North 89°35'56" East, 8.58 feet; thence North 00°00'00" East, 18.61 feet; thence North 89°35'56" East, 41.52 feet; thence South 00°00'00" West, 34.11 feet; thence North 89°35'56" East, 60.74 feet to said East line of Lot 7; thence South 00°47'01" East along said East line, 10.00 feet to the point of beginning and containing 0.10 AC. (4,366 S.F.)  
Property subject to any and all easements of record; and  
Easement granted for public utility described as follows:

A part of Lot 5, a part of Lot 6, and a part of Lot 7 of Block 8, O.E. Mullarkey's Addition to Cedar Falls, Iowa, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:  
Commencing at the Southwest corner of said Lot 7 of Block 7, O.E. Mullarkey's Addition to Cedar Falls, Iowa; thence North 89°21'22" East along the South line of said Lot 7, a distance of 65.97 feet to the Southeast corner of said Lot 7; thence North 00°47'01" West along the East line of said Lot 7, a distance of 9.02 feet to the point of beginning; thence South 89°35'56" West, 178.11 feet; thence Northwesterly along a curve concave Northeasterly whose radius is 20.00 feet, whose arc length is 31.28 feet and whose chord bears North 45°35'20" West, 28.19 feet to the West line of said Lot 5; thence North 00°46'35" West along said West line, 33.54 feet; thence South 90°00'00" East, 9.64 feet; thence South 00°40'52" East, 36.84 feet; thence North 89°35'56" East, 77.65 feet; thence North 00°00'00" East, 9.00 feet; thence North 89°35'56" East, 8.58 feet; thence North 00°00'00" East, 18.61 feet; thence North 89°35'56" East, 41.52 feet; thence South 00°00'00" West, 34.11 feet; thence North 89°35'56" East, 60.74 feet to said East line of Lot 7; thence South 00°47'01" East along said East line, 10.00 feet to the point of beginning and containing 0.10 AC. (4,366 S.F.)  
Property subject to any and all easements of record; and  
Easement granted for public utility described as follows:

89°35'56" West, 178.11 feet; thence Westerly along a curve concave Northerly whose radius is 20.00 feet, whose arc length is 20.94 feet and whose chord bears North 60°24'04" West, 20.00 feet; thence North 89°35'56" East, 195.36 feet to said East line; thence South 00°47'01" East along said East line, 10.00 feet to the point of beginning and containing 0.04 AC. (1,904 S.F.)  
Property subject to any and all easements of record;  
(the necessary property interest).  
The necessary property interest sought to be acquired for the project is legally described as follows:  
The Fee simple title granted is to land described as follows:

A part of Lot 5, a part of Lot 6, and a part of Lot 7 of Block 8, O.E. Mullarkey's Addition to Cedar Falls, Iowa, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:  
Beginning at the Southeast corner of said Lot 6, Block 8, O.E. Mullarkey's Addition to Cedar Falls, Iowa; thence South 89°21'22" West along the South line of said Lot 6 and Lot 5 of Block 8, a distance of 132.01 feet to the Southwest corner of said Lot 5; thence North 00°46'35" West along the West line of said Lot 5, a distance of 29.73 feet; thence Southeast along a curve concave Northeasterly whose radius is 20.00 feet, whose arc length is 31.28 feet and whose chord bears South 45°35'20" East, 28.19 feet; thence North 89°35'56" East, 178.11 feet to the East line of said Lot 7; thence South 00°47'01" East along said East line, 9.02 feet to the Southeast corner of said Lot 7; thence South 89°21'22" West along said South line, 65.97 feet to the point of beginning and containing 0.04 AC. (1,954 S.F.)  
Property subject to any and all easements of record; and  
The Temporary easement described as follows:

A part of Lot 5, a part of Lot 6, and a part of Lot 7 of Block 8, O.E. Mullarkey's Addition to Cedar Falls, Iowa, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:  
Commencing at the Southeast corner of said Lot 7, Block 8, O.E. Mullarkey's Addition to Cedar Falls, Iowa; thence North 89°21'22" East along the South line of said Lot 7, a distance of 65.97 feet to the Southeast corner of said Lot 7; thence North 00°47'01" West along the East line of said Lot 7, a distance of 9.02 feet to the point of beginning; thence South 89°35'56" West, 178.11 feet; thence Northwesterly along a curve concave Northeasterly whose radius is 20.00 feet, whose arc length is 31.28 feet and whose chord bears North 45°35'20" West, 28.19 feet to the West line of said Lot 5; thence North 00°46'35" West along said West line, 33.54 feet; thence South 90°00'00" East, 9.64 feet; thence South 00°40'52" East, 36.84 feet; thence North 89°35'56" East, 77.65 feet; thence North 00°00'00" East, 9.00 feet; thence North 89°35'56" East, 8.58 feet; thence North 00°00'00" East, 18.61 feet; thence North 89°35'56" East, 41.52 feet; thence South 00°00'00" West, 34.11 feet; thence North 89°35'56" East, 60.74 feet to said East line of Lot 7; thence South 00°47'01" East along said East line, 10.00 feet to the point of beginning and containing 0.10 AC. (4,366 S.F.)  
Property subject to any and all easements of record; and  
Easement granted for public utility described as follows:

A part of Lot 5, a part of Lot 6, and a part of Lot 7 of Block 8, O.E. Mullarkey's Addition to Cedar Falls, Iowa, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:  
Commencing at the Southwest corner of said Lot 7 of Block 7, O.E. Mullarkey's Addition to Cedar Falls, Iowa; thence North 89°21'22" East along the South line of said Lot 7, a distance of 65.97 feet to the Southeast corner of said Lot 7; thence North 00°47'01" West along the East line of said Lot 7, a distance of 9.02 feet to the point of beginning; thence South 89°35'56" West, 178.11 feet; thence Northwesterly along a curve concave Northeasterly whose radius is 20.00 feet, whose arc length is 31.28 feet and whose chord bears North 45°35'20" West, 28.19 feet to the West line of said Lot 5; thence North 00°46'35" West along said West line, 33.54 feet; thence South 90°00'00" East, 9.64 feet; thence South 00°40'52" East, 36.84 feet; thence North 89°35'56" East, 77.65 feet; thence North 00°00'00" East, 9.00 feet; thence North 89°35'56" East, 8.58 feet; thence North 00°00'00" East, 18.61 feet; thence North 89°35'56" East, 41.52 feet; thence South 00°00'00" West, 34.11 feet; thence North 89°35'56" East, 60.74 feet to said East line of Lot 7; thence South 00°47'01" East along said East line, 10.00 feet to the point of beginning and containing 0.10 AC. (4,366 S.F.)  
Property subject to any and all easements of record; and  
Easement granted for public utility described as follows:

A part of Lot 5, a part of Lot 6, and a part of Lot 7 of Block 8, O.E. Mullarkey's Addition to Cedar Falls, Iowa, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:  
Commencing at the Southwest corner of said Lot 7 of Block 7, O.E. Mullarkey's Addition to Cedar Falls, Iowa; thence North 89°21'22" East along the South line of said Lot 7, a distance of 65.97 feet to the Southeast corner of said Lot 7; thence North 00°47'01" West along the East line of said Lot 7, a distance of 9.02 feet to the point of beginning; thence South 89°35'56" West, 178.11 feet; thence Northwesterly along a curve concave Northeasterly whose radius is 20.00 feet, whose arc length is 31.28 feet and whose chord bears North 45°35'20" West, 28.19 feet to the West line of said Lot 5; thence North 00°46'35" West along said West line, 33.54 feet; thence South 90°00'00" East, 9.64 feet; thence South 00°40'52" East, 36.84 feet; thence North 89°35'56" East, 77.65 feet; thence North 00°00'00" East, 9.00 feet; thence North 89°35'56" East, 8.58 feet; thence North 00°00'00" East, 18.61 feet; thence North 89°35'56" East, 41.52 feet; thence South 00°00'00" West, 34.11 feet; thence North 89°35'56" East, 60.74 feet to said East line of Lot 7; thence South 00°47'01" East along said East line, 10.00 feet to the point of beginning and containing 0.10 AC. (4,366 S.F.)  
Property subject to any and all easements of record; and  
Easement granted for public utility described as follows:

Westerly along a curve concave Northerly whose radius is 20.00 feet, whose arc length is 20.94 feet and whose chord bears North 60°24'04" West, 20.00 feet; thence North 89°35'56" East, 195.36 feet to said East line; thence South 00°47'01" East along said East line, 10.00 feet to the point of beginning and containing 0.04 AC. (1,904 S.F.)  
Property subject to any and all easements of record;  
(the necessary property interest).  
YOU ARE HEREBY NOTIFIED that the City of Cedar Falls, desires the condemnation of a temporary easement with respect to the above described property. That such condemnation is sought for the purposes of reconstruction of West 1st Street (hereinafter, the "public purpose") for the project.

That a commission has been appointed as provided by law for the purpose of appraising the damages which will be caused by said condemnation. That said commissioners will, on the date, at the time, and at the location specified below, meet and there proceed to view said premises and proceed to appraise said damages, at which time you may appear before the commissioners if you care to do so. This meeting shall be deemed to constitute a public meeting to be conducted in accordance with the provisions of Chapter 21, Code of Iowa, as amended, and any successor provision thereto. The Commissioners may close said meeting for purposes of deliberation in accordance with the provisions of sections 21.5 and 68.14, Code of Iowa, as amended, and any successor provisions thereto.

DATE OF MEETING:  
March 12, 2019  
TIME OF MEETING: 9:30 A.M.  
LOCATION OF MEETING:  
Black Hawk County Sheriff's Office  
225 E. 6th St.  
Waterloo, IA 50703  
TAKE NOTICE AND GOVERN YOURSELVES ACCORDINGLY.  
Tony Thompson  
Sheriff of Black Hawk County, Iowa

was published in the Waterloo-Cedar Falls, a daily newspaper printed in Waterloo, Black Hawk County, Iowa, for one time commencing on the 1st day of February, 2019 in the name of said City, and that the annexed rate of advertised is equal legal rate of said newspaper, and that the foregoing is a correct bill for publishing said notice.

Printer's Bill \$129.24

*Johnnie Keller*

Signed

Subscribed and sworn to before me this 07

*Feley* A.D., 2019

*John Keller*

Notary Public

Received of

the sum of

Dollars.

In full for publication of the above notice.



**BRENDA L. HUNTLEY**  
COMMISSION NO. 841570  
MY COMMISSION EXPIRES



STATE OF IOWA, }

Black Hawk County, SS

NOTICE OF APPRAISEMENT HEARING  
AND PUBLIC MEETING OF  
COMPENSATION COMMISSION TO  
ASSESS DAMAGES  
In the Matter of the Condemnation  
Of Certain Rights in Property for the  
West 1st Street Reconstruction Project  
Parcel 6  
By the City of Cedar Falls, Iowa  
Property address is: 1315 W 1st St.,  
Cedar Falls, Iowa 50613  
TO: ELKE GERDES, BILL RAMSEY,  
CHRIS FISCHELS, JAY HALL, VINCE  
MCFADDEN AND ROBERT LAMB.  
An Application of Condemnation, having  
been presented to the Chief Judge of the  
Judicial District, requesting the appoint-  
ment of six (6) qualified persons as a  
Condemnation Commission:  
WHEREAS, such an appointment has  
been filed in my office and whereas you  
have been appointed and selected as  
such Condemnation Commissioners:  
NOW THEREFORE, you are commanded  
to be and appear before the undersigned  
at the Office of the Sheriff of Black Hawk  
County, Iowa, at 225 E. 6th St., Waterloo,  
Iowa on the 12TH day of MARCH, 2019  
at the hour of 9:30AM for the purpose of  
qualifying as such commissioner, and  
proceed to view said premises and make  
an award of damages as provided by law.  
Prior to the meeting of the commission,  
the commission or a commissioner shall  
not communicate with the applicant,  
property owner, or tenant, or their agents,  
regarding the condemnation proceedings.  
FAIL NOT TO MAKE YOUR APPEAR-  
ANCE UNDER PENALTY OF THE LAW.  
This notice published pursuant to Section  
6B.11, Code of Iowa.  
ANTHONY THOMPSON, SHERIFF  
BLACK HAWK COUNTY, IOWA

I do solemnly swear that the annexed copy of  
Legal- Sheriff's Office

Notice of Appraisement Hearing: Parcel 6

Notice was published in the Waterloo-Cedar Falls  
Courier, a daily newspaper printed in Waterloo, Black  
Hawk County, Iowa, for one time commencing on the  
25th day of February, 2019 in the name of said  
newspaper, and that the annexed rate of advertised is  
the regular legal rate of said newspaper, and that the  
following is a correct bill for publishing said notice.

Printer's Bill \$21.13

Yvonne Keller

Signed

Subscribed and sworn to before me this 27

Day of Feb A.D., 20 19

Brian W. K.

Notary Public

Received of \_\_\_\_\_

the sum of \_\_\_\_\_

\_\_\_\_\_ Dollars.

In full for publication of the above notice.



IN THE MATTER OF THE  
CONDEMNATION OF CERTAIN  
RIGHTS IN PROPERTY FOR THE

WEST 1<sup>ST</sup> STREET RECONSTRUCTION  
PROJECT

BY THE CITY OF CEDAR FALLS, IOWA  
(PARCEL 76)

APPLICANT

**REPORT OF COMPENSATION  
COMMISSIONERS**

**Case No. 532**

We, the undersigned, being the duly appointed and qualified Compensation Commission appointed in the above-entitled matter, met on this date: March 28, 2019 and assessed and appraised the damages sustained as a result of the condemnation of the following described necessary property interest real estate for the purposes of the West 1<sup>st</sup> Street Reconstruction Project, located in Black Hawk County, Iowa, to-wit:

The Fee simple title granted is to land described as follows:

A part of Lot 1 and a part of Lot 2 of, Block 12, O. E. Mullarkey's Addition to Cedar Falls, Iowa, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:

Beginning at the Northwest corner of said Lot 2 of, Block 12, O. E. Mullarkey's Addition to Cedar Falls, Iowa; thence North 89°21'22" East along the North line of said Block 12, a distance of 131.75 feet to the Northeast corner of said Lot 1; thence South 00°52'51" East along the East line of said Lot 1, a distance of 24.96 feet; thence Northwesterly along a curve concave Southwesterly whose radius is 10.00 feet, whose arc length is 15.67 feet and whose chord bears North 45°45'44" West, 14.11 feet; thence South 89°21'22" West, 88.56 feet; thence Southwesterly along a curve concave Southeasterly whose radius is 49.00 feet, whose arc length is 23.87 feet and whose chord bears South 75°23'59" West, 23.64 feet; thence Southwesterly along a curve concave Northwesterly whose radius is 51.00 feet, whose arc length is 11.08 feet and whose chord bears South 67°40'02" West, 11.06 feet to the West line of said Lot 2; thence North 00°49'45" West along said West line, 24.79 feet to the point of beginning and containing 0.05 AC. (2,122 S.F.)

Property subject to any and all easements of record; and

The Temporary Easement described as follows:

A part of Lot 1 and a part of Lot 2 of, Block 12, O. E. Mullarkey's Addition to Cedar Falls, Iowa, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:

Commencing at the Northwest corner of said Lot 2 of, Block 12, O. E. Mullarkey's Addition to Cedar Falls, Iowa; thence South 00°49'45" East along the West line of said Lot 2, a distance of 24.79 feet to the point of beginning; thence Northeasterly along a curve concave Northwesterly whose radius is 51.00 feet, whose arc length is 11.08 feet and whose chord bears North 67°40'02" East, 11.06 feet; thence Northeasterly along a curve concave Southeasterly whose radius is 49.00 feet, whose arc length is 23.87 feet and whose chord bears North 75°23'59" East, 23.64 feet; thence North 89°21'22" East, 88.56 feet; thence Southeasterly along a curve concave Southwesterly whose radius is 10.00 feet, whose arc length is 15.67 feet and whose chord bears South 45°45'44" East, 14.11 feet to the East line of said Lot 1; thence South 00°52'51" East along said East line, 42.15 feet; thence South 89°42'54" West, 10.00 feet; thence North 00°52'51" West, 32.04 feet; thence South 89°21'22" West, 111.78 feet; thence South 00°49'45" East, 101.08 feet to the South line of said Lot 2; thence South 88°58'10" West along said South line, 10.00 feet to the Southwest corner of said Lot 2; thence North 00°49'45" West along the West line of said Lot 2, a distance of 111.36 feet to the point of beginning and containing 0.09 AC. (3,822 S.F.)

Property subject to any and all easements of record.

(the "necessary property interest").

The necessary property interest sought to be acquired for the project is legally described as follows:

The Fee simple title granted is to land described as follows:

A part of Lot 1 and a part of Lot 2 of, Block 12, O. E. Mullarkey's Addition to Cedar Falls, Iowa, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:

Beginning at the Northwest corner of said Lot 2 of, Block 12, O. E. Mullarkey's Addition to Cedar Falls, Iowa; thence North 89°21'22" East along the North line of said Block 12, a distance of 131.75 feet to the Northeast corner of said Lot 1; thence South 00°52'51" East along the East line of said Lot 1, a distance of 24.96 feet; thence Northwesterly along a curve concave Southwesterly whose radius is 10.00

feet, whose arc length is 15.67 feet and whose chord bears North 45°45'44" West, 14.11 feet; thence South 89°21'22" West, 88.56 feet; thence Southwesterly along a curve concave Southeasterly whose radius is 49.00 feet, whose arc length is 23.87 feet and whose chord bears South 75°23'59" West, 23.64 feet; thence Southwesterly along a curve concave Northwesterly whose radius is 51.00 feet, whose arc length is 11.08 feet and whose chord bears South 67°40'02" West, 11.06 feet to the West line of said Lot 2; thence North 00°49'45" West along said West line, 24.79 feet to the point of beginning and containing 0.05 AC. (2,122 S.F.)

Property subject to any and all easements of record; and

The Temporary Easement described as follows:

A part of Lot 1 and a part of Lot 2 of, Block 12, O. E. Mullarkey's Addition to Cedar Falls, Iowa, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:

Commencing at the Northwest corner of said Lot 2 of, Block 12, O. E. Mullarkey's Addition to Cedar Falls, Iowa; thence South 00°49'45" East along the West line of said Lot 2, a distance of 24.79 feet to the point of beginning; thence Northeasterly along a curve concave Northwesterly whose radius is 51.00 feet, whose arc length is 11.08 feet and whose chord bears North 67°40'02" East, 11.06 feet; thence Northeasterly along a curve concave Southeasterly whose radius is 49.00 feet, whose arc length is 23.87 feet and whose chord bears North 75°23'59" East, 23.64 feet; thence North 89°21'22" East, 88.56 feet; thence Southeasterly along a curve concave Southwesterly whose radius is 10.00 feet, whose arc length is 15.67 feet and whose chord bears South 45°45'44" East, 14.11 feet to the East line of said Lot 1; thence South 00°52'51" East along said East line, 42.15 feet; thence South 89°42'54" West, 10.00 feet; thence North 00°52'51" West, 32.04 feet; thence South 89°21'22" West, 111.78 feet; thence South 00°49'45" East, 101.08 feet to the South line of said Lot 2; thence South 88°58'10" West along said South line, 10.00 feet to the Southwest corner of said Lot 2; thence North 00°49'45" West along the West line of said Lot 2, a distance of 111.36 feet to the point of beginning and containing 0.09 AC. (3,822 S.F.)

Property subject to any and all easements of record.

(the "necessary property interest").

Damages for Realty Income Corporation, Inc.

\$ 77,000.<sup>00</sup>

Damages for Black Hawk County, Iowa

\$           

The Commission also finds Realty Income Corporation, Inc. (is)/(is not) entitled to attorney fees in the sum of \$           .

The Commission also finds Black Hawk County, Iowa (is)(is not) entitled to attorney fees in the sum of \$           .

Dated this date: March 28, 2019.

[Signature]  
Commissioner  
[Signature]  
Commissioner  
[Signature]  
Commissioner

[Signature]  
Commissioner  
[Signature]  
Commissioner  
[Signature]  
Commissioner

\*Any dissenting commissioner must sign and file a written report with the Sheriff at the time this report is filed.

Mailed by ordinary mail to:

Realty Income Corporation, Inc.  
1612 W. 1<sup>st</sup> St  
Cedar Falls, IA 50613

Black Hawk County, Iowa  
Attention: County Auditor  
Courthouse  
316 East 5<sup>th</sup> Street  
Waterloo, Iowa 50703

With a copy to:

Maria Brownell  
100 Court Ave.  
Suite 600  
Des Moines, IA 50319  
Attorney for Applicant  
City of Cedar Falls, Iowa

on this date: March 28 2019

  
\_\_\_\_\_  
Sheriff of Black Hawk County, Iowa RF

1561053

IN THE MATTER OF THE  
CONDEMNATION OF CERTAIN  
RIGHTS IN PROPERTY FOR THE

WEST 1<sup>ST</sup> STREET RECONSTRUCTION  
PROJECT

BY THE CITY OF CEDAR FALLS, IOWA,  
(PARCEL 76)

APPLICANT

**NOTICE OF APPRAISEMENT  
OF DAMAGES AND TIME FOR  
APPEAL**

**Case No. 532**

TO: Realty Income Corporation, Inc.  
1612 W. 1<sup>st</sup> St.  
Cedar Falls, IA 50613

Black Hawk County, Iowa  
Attention: County Auditor  
Courthouse  
316 East 5<sup>th</sup> Street  
Waterloo, Iowa 50703

YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the duly appointed and qualified Compensation Commissioners appointed in the above-entitled matter, met on March 28, 2019, and assessed and appraised the damages sustained by each of you as a result of the condemnation of a fee simple and temporary easement in real property for the West 1<sup>st</sup> Street Reconstruction Project, said real property located in Black Hawk County, Iowa, described as follows:

The Fee simple title granted is to land described as follows:

A part of Lot 1 and a part of Lot 2 of, Block 12, O. E. Mullarkey's Addition to Cedar Falls, Iowa, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:

Beginning at the Northwest corner of said Lot 2 of, Block 12, O. E. Mullarkey's Addition to Cedar Falls, Iowa; thence North 89°21'22" East along the North line of



said Block 12, a distance of 131.75 feet to the Northeast corner of said Lot 1; thence South 00°52'51" East along the East line of said Lot 1, a distance of 24.96 feet; thence Northwesterly along a curve concave Southwesterly whose radius is 10.00 feet, whose arc length is 15.67 feet and whose chord bears North 45°45'44" West, 14.11 feet; thence South 89°21'22" West, 88.56 feet; thence Southwesterly along a curve concave Southeasterly whose radius is 49.00 feet, whose arc length is 23.87 feet and whose chord bears South 75°23'59" West, 23.64 feet; thence Southwesterly along a curve concave Northwesterly whose radius is 51.00 feet, whose arc length is 11.08 feet and whose chord bears South 67°40'02" West, 11.06 feet to the West line of said Lot 2; thence North 00°49'45" West along said West line, 24.79 feet to the point of beginning and containing 0.05 AC. (2,122 S.F.)

Property subject to any and all easements of record; and

The Temporary Easement described as follows:

A part of Lot 1 and a part of Lot 2 of, Block 12, O. E. Mullarkey's Addition to Cedar Falls, Iowa, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:

Commencing at the Northwest corner of said Lot 2 of, Block 12, O. E. Mullarkey's Addition to Cedar Falls, Iowa; thence South 00°49'45" East along the West line of said Lot 2, a distance of 24.79 feet to the point of beginning; thence Northeasterly along a curve concave Northwesterly whose radius is 51.00 feet, whose arc length is 11.08 feet and whose chord bears North 67°40'02" East, 11.06 feet; thence Northeasterly along a curve concave Southeasterly whose radius is 49.00 feet, whose arc length is 23.87 feet and whose chord bears North 75°23'59" East, 23.64 feet; thence North 89°21'22" East, 88.56 feet; thence Southeasterly along a curve concave Southwesterly whose radius is 10.00 feet, whose arc length is 15.67 feet and whose chord bears South 45°45'44" East, 14.11 feet to the East line of said Lot 1; thence South 00°52'51" East along said East line, 42.15 feet; thence South 89°42'54" West, 10.00 feet; thence North 00°52'51" West, 32.04 feet; thence South 89°21'22" West, 111.78 feet; thence South 00°49'45" East, 101.08 feet to the South line of said Lot 2; thence South 88°58'10" West along said South line, 10.00 feet to the Southwest corner of said Lot 2; thence North 00°49'45" West along the West line of said Lot 2, a distance of 111.36 feet to the point of beginning and containing 0.09 AC. (3,822 S.F.)

Property subject to any and all easements of record.

(the "necessary property interest").

The necessary property interest sought to be acquired for the project is legally described

as follows:

The Fee simple title granted is to land described as follows:

A part of Lot 1 and a part of Lot 2 of, Block 12, O. E. Mullarkey's Addition to Cedar Falls, Iowa, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:

Beginning at the Northwest corner of said Lot 2 of, Block 12, O. E. Mullarkey's Addition to Cedar Falls, Iowa; thence North 89°21'22" East along the North line of said Block 12, a distance of 131.75 feet to the Northeast corner of said Lot 1; thence South 00°52'51" East along the East line of said Lot 1, a distance of 24.96 feet; thence Northwesterly along a curve concave Southwesterly whose radius is 10.00 feet, whose arc length is 15.67 feet and whose chord bears North 45°45'44" West, 14.11 feet; thence South 89°21'22" West, 88.56 feet; thence Southwesterly along a curve concave Southeasterly whose radius is 49.00 feet, whose arc length is 23.87 feet and whose chord bears South 75°23'59" West, 23.64 feet; thence Southwesterly along a curve concave Northwesterly whose radius is 51.00 feet, whose arc length is 11.08 feet and whose chord bears South 67°40'02" West, 11.06 feet to the West line of said Lot 2; thence North 00°49'45" West along said West line, 24.79 feet to the point of beginning and containing 0.05 AC. (2,122 S.F.)

Property subject to any and all easements of record; and

The Temporary Easement described as follows:

A part of Lot 1 and a part of Lot 2 of, Block 12, O. E. Mullarkey's Addition to Cedar Falls, Iowa, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:

Commencing at the Northwest corner of said Lot 2 of, Block 12, O. E. Mullarkey's Addition to Cedar Falls, Iowa; thence South 00°49'45" East along the West line of said Lot 2, a distance of 24.79 feet to the point of beginning; thence Northeasterly along a curve concave Northwesterly whose radius is 51.00 feet, whose arc length is 11.08 feet and whose chord bears North 67°40'02" East, 11.06 feet; thence Northeasterly along a curve concave Southeasterly whose radius is 49.00 feet, whose arc length is 23.87 feet and whose chord bears North 75°23'59" East, 23.64 feet; thence North 89°21'22" East, 88.56 feet; thence Southeasterly along a curve concave Southwesterly whose radius is 10.00 feet, whose arc length is 15.67 feet and whose chord bears South 45°45'44" East, 14.11 feet to the East line of said Lot 1; thence South 00°52'51" East along said East line, 42.15 feet; thence South 89°42'54" West, 10.00 feet; thence North 00°52'51" West, 32.04 feet; thence South 89°21'22" West, 111.78 feet; thence South 00°49'45" East, 101.08 feet to the South

line of said Lot 2; thence South 88°58'10" West along said South line, 10.00 feet to the Southwest corner of said Lot 2; thence North 00°49'45" West along the West line of said Lot 2, a distance of 111.36 feet to the point of beginning and containing 0.09 AC. (3,822 S.F.)

Property subject to any and all easements of record.

(the "necessary property interest");

Said Commission assessed said damages as follows:

Damages for Realty Income Corporation, Inc.	\$ <u>77,000<sup>00</sup></u>
Damages for Black Hawk County, Iowa	\$ <u>-0-</u>

The Commission also finds Realty Income Corporation, Inc. (is)/(is not) entitled to attorney fees in the sum of \$ -0-.

The Commission also finds Black Hawk County, Iowa (is)(is not) entitled to attorney fees in the sum of \$ -0-.

YOU AND EACH OF YOU ARE HEREBY FURTHER NOTIFIED that you may appeal within thirty (30) days from the date of the mailing of this Notice to the District Court in and for the State of Iowa, as provided by law.

Dated this date: March 28 2019.

I certify that the forgoing was sent by ordinary mail to the property owner(s) listed below on this date: March 28, 2019.

Realty Income Corporation, Inc.  
1612 W. 1<sup>st</sup> St  
Cedar Falls, IA 50613

Black Hawk County, Iowa  
Attention: County Auditor  
Courthouse  
316 East 5<sup>th</sup> Street  
Waterloo, Iowa 50703

With a copy to:

Maria Brownell  
100 Court Ave.  
Suite 600  
Des Moines, IA 50319  
Attorney for Applicant  
City of Cedar Falls, Iowa

  
\_\_\_\_\_  
Sheriff of Black Hawk County, Iowa 

01561058

3/28/19

Minutes

\$ 77,000

84,700 max.

\* SK - relocate sign

\* 1102 max of apron / drive

→ set value

1612 W. 1st St, CF

\* former Pizza Hut.  
vacant:

\* 2,122 sq. ft - fee title - purchased  
3,817 in evant zone - temp. easement

\* 5 lanes - addy left

Turn lane through

\* utilities updated/new.

\* New sidewalk - both sides

\* New Rotary Wall

\* SE corner - Hudson.

\* lose 3 parking stalls

\* lose access from 1st St.

value by Doug Haggerty -

Vote:  
Bill Ramsey - yes  
Lori McNamee - yes  
Ryan Zutterer - yes  
Craig Holdman - yes  
Karl Ketterer - yes  
Kathy Norris - yes

3/28/19

Open Session

- Black Hawk Co Sheriff Office  
Watertown, IA

~~status~~ - Intro.

- Property Specifier

- Site Visit

- Doug Hegarty - appraisal

- Borking is leased to  
Pizza Hut.

- But vacant

Cost Approach

vacant estimate:

18,084 sq. ft.

11.06/sf.

vacant land value

\$200,000

Cost Approach - as improved:

pg. 8-D

\$262,000.

pg. 8-E

Sales comp:

\$249,000

- parking lots - streets report value:

- accessibility - reports value:

\$600

- Temporary easement leased land for construction

pg. 13 - after value

185,000

\$77K



\* discussed current zoning

- current parking shortage (17 stalls, need 18 per sq. ft., 23 total w/ exp)

\* operating as non-conforming now.

\* + high intensive use vs. low intensive use.

\* could be restricted in the future.

\* # of parking vs. percentage of parking available

13-C: \$185,000 - post acq. M.V.  
14: + 262,000 - before acq. M.V.

\$447,000 - total damages

→ Closed Season by Craig Holder  
second by: Kathy Norris

- closed season.

- vacant now

- still under lease rights. (unknown)

- no presence or argument from owner

\*:

- inches/express removal from W. 1st is a safety issue

with continued accessibility from E./W. traffic... the apparent

# of parking stalls is tight, but footprint of pool is limiting

Craig Holden gave over the value of \$77,000

- we decided to open ~~up~~  
- ~~the~~

- Craig Holden - motion to award \$77K  
to the prop. owner.

~~\$5,000 up to relocation of the sign.~~  
~~CR~~

2nd: Leri McNamee

Vote Roll call:

Bill Ramsay: Aye

Leri McNamee: Aye

Egon Ketter: Aye

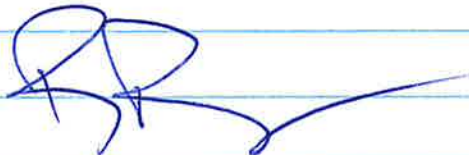
Craig Holden: Aye

Karl Ketter: Aye

Kathy Norris: Aye

- no one abstained or dissented.

Motion to adjourn.





**CERTIFICATE RE APPLICATION FOR APPOINTMENT  
OF COMMISSIONERS AND ORDER OF CHIEF JUDGE**

**Recorder's Cover Sheet**

**Preparer Information:**

Maria E. Brownell  
Ahlers & Cooney, P.C.  
100 Court Avenue, Suite 600  
Des Moines, IA 50309  
(515) 243-7611

**Taxpayer Information:**

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

Env  
\*

**Return Document To:**

Maria E. Brownell  
Ahlers & Cooney, P.C.  
100 Court Avenue, Suite 600  
Des Moines, IA 50309

**Grantor: NA**

**Grantee: NA**

**Legal Description:** See Page 2

**Document or instrument number of previously recorded documents:**

01540170-1\10283-162

IN THE MATTER OF THE  
CONDEMNATION OF CERTAIN  
RIGHTS IN PROPERTY FOR THE

WEST 1<sup>ST</sup> STREET RECONSTRUCTION  
PROJECT  
(PARCEL 76)

BY THE CITY OF CEDAR FALLS, IOWA

APPLICANT

**APPLICATION FOR  
CONDEMNATION**

**TO: Kellyann M. Lekar, Chief Judge  
First Judicial District**

YOU ARE HEREBY NOTIFIED that the City of Cedar Falls, hereafter "Applicant," a municipal corporation, desires to take, acquire and condemn a permanent easement (hereinafter, "the interest") in the property hereafter described, and together with any and all leasehold interests, easement interests and other legal or equitable interests therein, and together with all structures and appurtenances located upon the property sought to be condemned. The Applicant desires the rights specified in the property sought to be condemned for use for the West 1<sup>st</sup> Street Reconstruction Project (hereinafter, "the project").

**1. PROPERTY AFFECTED; PROPERTY TO BE ACQUIRED; PUBLIC USE OR PURPOSE FOR THE TAKING.**

The property in which the necessary property interest is sought to be acquired for the project is shown on the Acquisition Plat attached hereto as Exhibit A and by this reference made a part hereof. The necessary property interest will be used by the Applicant for the public purpose of reconstructing public right-of-way known as West 1<sup>st</sup> Street (hereinafter, the "public purpose").

The property address is 1612 W. 1<sup>st</sup> St., Cedar Falls and the necessary interest to be acquired

is described as follows:

The Fee Simple title granted is to land described as follows:

A part of Lot 1 and a part of Lot 2 of, Block 12, O. E. Mullarkey's Addition to Cedar Falls, Iowa, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:

Beginning at the Northwest corner of said Lot 2 of, Block 12, O. E. Mullarkey's Addition to Cedar Falls, Iowa; thence North 89°21'22" East along the North line of said Block 12, a distance of 131.75 feet to the Northeast corner of said Lot 1; thence South 00°52'51" East along the East line of said Lot 1, a distance of 24.96 feet; thence Northwesterly along a curve concave Southwesterly whose radius is 10.00 feet, whose arc length is 15.67 feet and whose chord bears North 45°45'44" West, 14.11 feet; thence South 89°21'22" West, 88.56 feet; thence Southwesterly along a curve concave Southeasterly whose radius is 49.00 feet, whose arc length is 23.87 feet and whose chord bears South 75°23'59" West, 23.64 feet; thence Southwesterly along a curve concave Northwesterly whose radius is 51.00 feet, whose arc length is 11.08 feet and whose chord bears South 67°40'02" West, 11.06 feet to the West line of said Lot 2; thence North 00°49'45" West along said West line, 24.79 feet to the point of beginning and containing 0.05 AC. (2,122 S.F.)

Property subject to any and all easements of record; and

The Temporary easement described as follows:

A part of Lot 1 and a part of Lot 2 of, Block 12, O. E. Mullarkey's Addition to Cedar Falls, Iowa, an official plat now included in and forming a part of the City of Cedar Falls, Black Hawk County, Iowa and described as follows:

Commencing at the Northwest corner of said Lot 2 of, Block 12, O. E. Mullarkey's Addition to Cedar Falls, Iowa; thence South 00°49'45" East along the West line of said Lot 2, a distance of 24.79 feet to the point of beginning; thence Northeasterly along a curve concave Northwesterly whose radius is 51.00 feet, whose arc length is 11.08 feet and whose chord bears North 67°40'02" East, 11.06 feet; thence Northeasterly along a curve concave Southeasterly whose radius is 49.00 feet, whose arc length is 23.87 feet and whose chord bears North 75°23'59" East, 23.64 feet; thence North 89°21'22" East, 88.56 feet; thence Southeasterly along a curve concave Southwesterly whose radius is 10.00 feet, whose arc length is 15.67 feet and whose chord bears South 45°45'44" East, 14.11 feet to the East line of said Lot 1; thence South 00°52'51" East along said East line, 42.15 feet; thence South 89°42'54" West, 10.00 feet; thence North 00°52'51" West, 32.04 feet; thence South 89°21'22" West, 111.78 feet; thence South 00°49'45" East, 101.08 feet to the South line of said Lot 2;

thence South 88°58'10" West along said South line, 10.00 feet to the Southwest corner of said Lot 2; thence North 00°49'45" West along the West line of said Lot 2, a distance of 111.36 feet to the point of beginning and containing 0.09 AC. (3,822 S.F.)

Property subject to any and all easements of record.

(the "necessary property interest").

**2. NAMES OF RECORD OWNERS AND HOLDERS OF LIENS AND ENCUMBRANCERS OF THE PROPERTY.**

The names and addresses of all record owners and holders of liens and encumbrancers with respect to the necessary property interest, as far as known, are as follows:

**NAMES AND ADDRESSES OF PROPERTY OWNERS**

Realty Income Corporation, Inc.  
1612 W. 1<sup>st</sup> Street  
Cedar Falls, IA 50613

**NAMES AND ADDRESSES OF LIENHOLDERS, ENCUMBRANCERS AND LEASEHOLDERS**

Black Hawk County, Iowa  
Attention: County Auditor  
Courthouse  
316 East 5<sup>th</sup> Street  
Waterloo, Iowa 50703

**3. PROPERTY NECESSARY TO ACHIEVE THE PUBLIC PURPOSE AND PROPERTY PROPOSED TO BE ACQUIRED FOR THE PROJECT.**

The attached Acquisition Plat (Exhibit A) identifies the necessary property interest required by the Applicant for the public purpose associated with the project. The Applicant further asserts that the necessary property interest constitutes the necessary minimum amount of property to achieve the public purpose, and that no portion of the property is being acquired as an uneconomic remnant.

**4. GOOD FAITH EFFORTS MADE BY THE APPLICANT TO NEGOTIATE THE PURCHASE OF THE NECESSARY PROPERTY INTEREST.**

The Applicant represents and warrants that, through its acquisition agent, it has undertaken to negotiate the purchase of the interest from the property owner in good faith.

Attached hereto as Exhibit B and by this reference made a part hereof is a narrative of the City's efforts to negotiate purchase in good faith with Realty Income Corporation, Inc., by and through its authorized acquisition agent, Snyder & Associates, Inc.

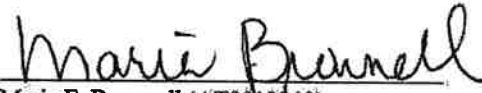
On February 5, 2018, the Applicant's City Council adopted a resolution authorizing acquisition.

NOW, THEREFORE, YOU ARE HEREBY REQUESTED to appoint a Compensation Commission to appraise the damages caused by this appropriation; said Commission to consist of six commissioners and six alternate commissioners who shall be residents of Black Hawk County, Iowa. The land sought to be taken is non-agricultural land.

YOU ARE FURTHER REQUESTED to give written notice to the undersigned representative of the Applicant as soon as the commissioners have been appointed.

Dated this 17<sup>th</sup> day of December, 2018.

**CITY OF CEDAR FALLS, IOWA**



Maria E. Brownell (AT0010240)

AHLERS & COONEY, P.C.

100 Court Avenue, Suite 600

Des Moines, Iowa 50309

515/243/7611

515/243/2149 (fax)

Email: [mbrownell@ahlerslaw.com](mailto:mbrownell@ahlerslaw.com)

**ATTORNEYS FOR CITY OF CEDAR  
FALLS, IOWA**

APPROVED this 18<sup>th</sup> day of December,  
20 18

  
Kellyann M. Lekar, Chief Judge of the  
First Judicial District

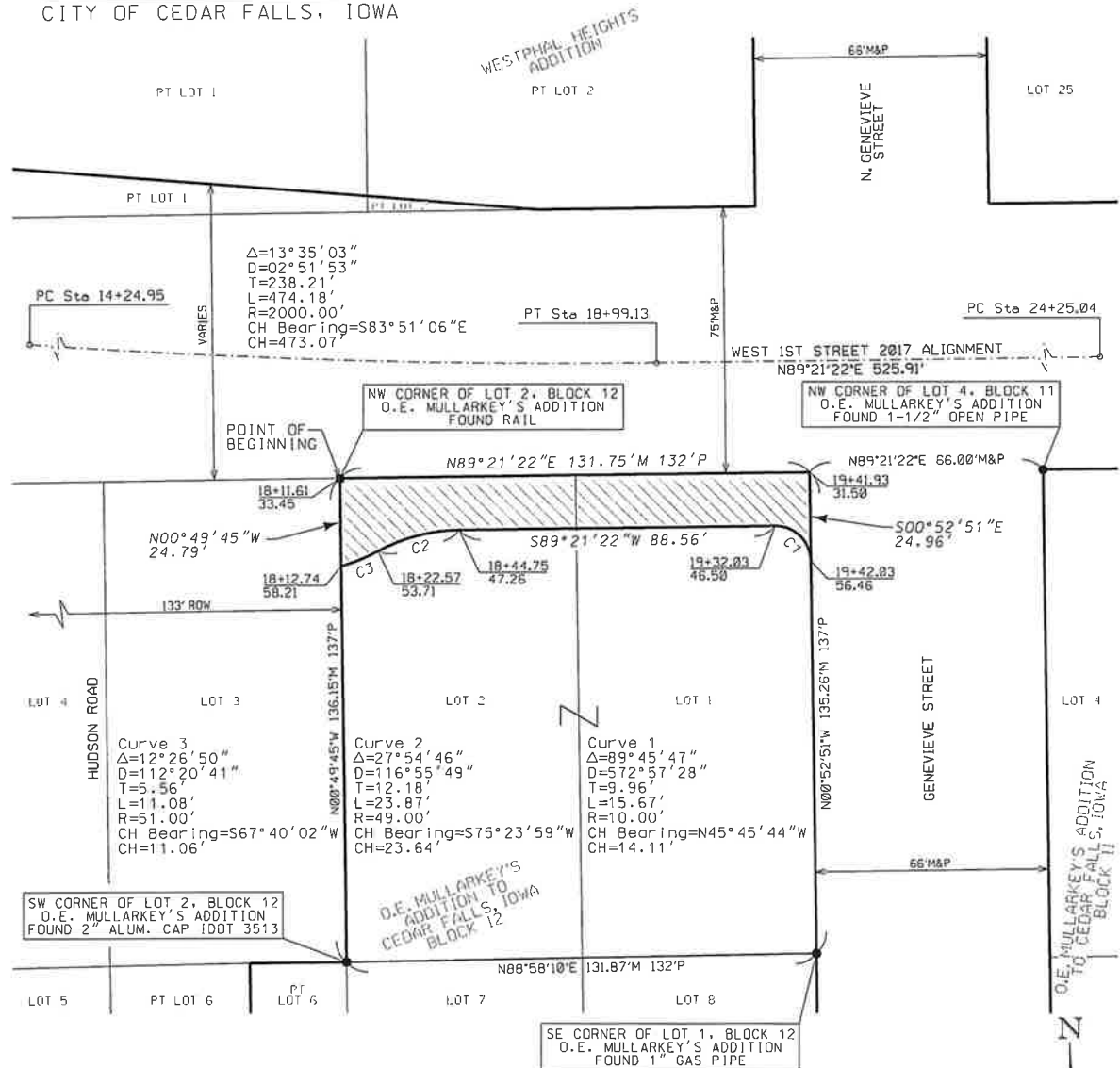
01547444-1\10283-162

IOWA DEPARTMENT OF TRANSPORTATION  
ACQUISITION PLAT  
EXHIBIT "A"



COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 76  
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST  
ROW-FEE 2,122 SF 0.05 AC, EASE \_\_\_\_\_ AC EXCESS-FEE \_\_\_\_\_ AC  
ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE  
ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE  
ACQUIRED FROM REALTY INCOME CORPORATION

CITY OF CEDAR FALLS, IOWA



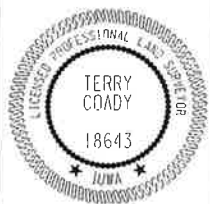
I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

*Terry Coady* 12-5-2018  
TERRY COADY DATE:

License number 18643

My License Renewal Date is December 31, 2019

Pages covered by this seal: \_\_\_\_\_  
EXHIBIT "A" ONLY



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



205

DATE REVISED DECEMBER 5, 2018

DATE DRAWN JANUARY 29, 2018

SCALE 1" = 40'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 76

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A PART OF LOT 1 AND A PART OF LOT 2 OF, BLOCK 12, O.E. MULLARKEY'S ADDITION TO CEDAR FALLS, IOWA, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2 OF, BLOCK 12, O.E. MULLARKEY'S ADDITION TO CEDAR FALLS, IOWA; THENCE NORTH 89°21'22" EAST ALONG THE NORTH LINE OF SAID BLOCK 12, A DISTANCE OF 131.75 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00°52'51" EAST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 24.96 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 10.00 FEET, WHOSE ARC LENGTH IS 15.67 FEET AND WHOSE CHORD BEARS NORTH 45°45'44" WEST, 14.11 FEET; THENCE SOUTH 89°21'22" WEST, 88.56 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 49.00 FEET, WHOSE ARC LENGTH IS 23.87 FEET AND WHOSE CHORD BEARS SOUTH 75°23'59" WEST, 23.64 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 51.00 FEET, WHOSE ARC LENGTH IS 11.08 FEET AND WHOSE CHORD BEARS SOUTH 67°40'02" WEST, 11.06 FEET TO THE WEST LINE OF SAID LOT 2; THENCE NORTH 00°49'45" WEST ALONG SAID WEST LINE, 24.79 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.05 AC. (2,122 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE NORTH LINE OF BLOCK 12 OF O. E. MULLARKEY'S ADDITION TO CEDAR FALLS, IOWA ASSUMED TO BEAR NORTH 89°21'22" EAST.

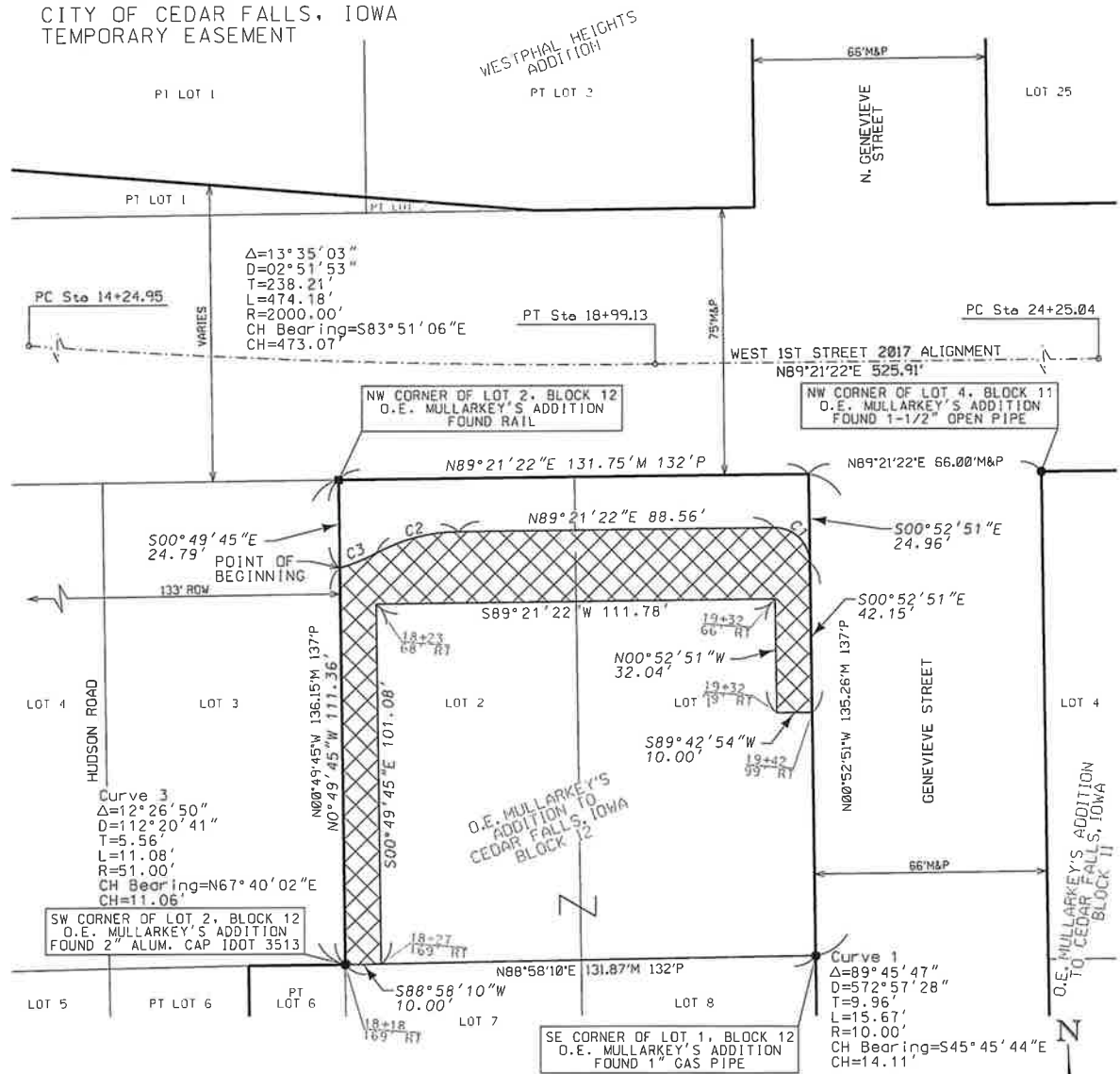


IOWA DEPARTMENT OF TRANSPORTATION  
ACQUISITION PLAT  
EXHIBIT "A"



COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 76  
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST  
ROW-FEE \_\_\_\_\_ AC. EASE 3,822 SF 0.09 AC EXCESS-FEE \_\_\_\_\_ AC  
ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE  
ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE  
ACQUIRED FROM REALTY INCOME CORPORATION

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 12-5-2018  
TERRY COADY DATE:

License number 18643

My License Renewal Date is December 31, 2019

Pages covered by this seal: \_\_\_\_\_  
EXHIBIT "A" ONLY

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

0' 20' 40'

207

DATE REVISED \_\_\_\_\_

DATE DRAWN DECEMBER 5, 2018

SCALE 1" = 40'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 76

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

THE TEMPORARY EASEMENT DESCRIBED AS FOLLOWS:

A PART OF LOT 1 AND A PART OF LOT 2 OF, BLOCK 12, O.E. MULLARKEY'S ADDITION TO CEDAR FALLS, IOWA, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2 OF, BLOCK 12, O.E. MULLARKEY'S ADDITION TO CEDAR FALLS, IOWA; THENCE SOUTH  $00^{\circ}49'45''$  EAST ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 24.79 FEET TO THE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 51.00 FEET, WHOSE ARC LENGTH IS 11.08 FEET AND WHOSE CHORD BEARS NORTH  $67^{\circ}40'02''$  EAST, 11.06 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 49.00 FEET, WHOSE ARC LENGTH IS 23.87 FEET AND WHOSE CHORD BEARS NORTH  $75^{\circ}23'59''$  EAST, 23.64 FEET; THENCE NORTH  $89^{\circ}21'22''$  EAST, 88.56 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 10.00 FEET, WHOSE ARC LENGTH IS 15.67 FEET AND WHOSE CHORD BEARS SOUTH  $45^{\circ}45'44''$  EAST, 14.11 FEET TO THE EAST LINE OF SAID LOT 1; THENCE SOUTH  $00^{\circ}52'51''$  EAST ALONG SAID EAST LINE, 42.15 FEET; THENCE SOUTH  $89^{\circ}42'54''$  WEST, 10.00 FEET; THENCE NORTH  $00^{\circ}52'51''$  WEST, 32.04 FEET; THENCE SOUTH  $89^{\circ}21'22''$  WEST, 111.78 FEET; THENCE SOUTH  $00^{\circ}49'45''$  EAST, 101.08 FEET TO THE SOUTH LINE OF SAID LOT 2; THENCE SOUTH  $88^{\circ}58'10''$  WEST ALONG SAID SOUTH LINE, 10.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH  $00^{\circ}49'45''$  WEST ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 111.36 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.09 AC. (3,822 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE NORTH LINE OF BLOCK 12 OF O. E. MULLARKEY'S ADDITION TO CEDAR FALLS, IOWA ASSUMED TO BEAR NORTH  $89^{\circ}21'22''$  EAST.



## **CONVERSATION RECORD SNYDER & ASSOCIATES, INC.**

**2727 SW Snyder Blvd. / Ankeny, IA 50023 / 515-964-2020, FAX 515-964-7938**

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

**City of Cedar Falls – West 1<sup>st</sup> Street / Iowa 57 Reconstruction Project  
117.0908.01**

**Parcel # 76**

**Owner: Realty Income Corporation, Inc.**

**Address: 1612 W. 1<sup>st</sup> Street, Cedar Falls, IA 50613**

**Phone # 858-284-5116**

1/15/18 – received email chain from John Haldeman regarding interaction between Snyder/Cedar Falls & Realty Income Corp, Christine Shookhoff providing updates and explanations of project.

1/26/18 – John sent off diagram information on property.

2/1/18 – sent off additional information on TE area

9/18 – Appraisals received and sent to City for approval

Sept – City requested the TE areas to be reduced.

10/8 – Received revised approved TE area and sent to appraiser for recalculation value of TE.

10/9 – Received from appraiser adjusted amount

10/9/ - Sent to City for approval

10/22 – Sent follow up email to City for approval

10/30 -Received approval from City to send offers out.

10/30 – Mailed Acq. Packet

11/7 – Email follow up with owner.

11/12 – Received email from owner with multiple questions on clarification, design and layout.

11/14 – Sent email back with answers and drawings to questions

11/19 – Follow up email on status in timeframe.

11/19 – Christine emailed back concerned with compensation for sign relocation and striping

11/19 – emailed Christine back and stated that the sign and striping will be compensated separately off of two estimates. The striping could be done that way or with a single day access allowing the project team to stripe the lot on one day. Resent 90 Day Sign Relocation eligibility form to her.

11/29 – Sent Tenant Packet to Christine to forward to Tenant.

11/29 – Christine gave an update that the file was moving thru their corporate procedures. She would present the tenant packet to the tenant and provide any feedback or requests.


12/5/18 – Mailed and emailed FINAL OFFER letter and FINAL OFFER.

12/11/18 – Sent email to Christine for any update

12/12/18 – Christine called about discrepancy in appraisal vs. review appraisal (\$77,000 vs \$88,000). I explained that the Appraisal was an adjustment from the original to remove a sizeable amount of Temp Easement was reduced and the appraisal was adjusted down, but we didn't have the review appraiser make the adjustment. She requested that update. I said I would send it off immediately. Also stated that they would need more time than this Friday. I said we would still keep negotiating but I would send file to attorney. She understood.

12/12/18 – Sent request off to Doug Hattery for review appraisal to be updated.

12/14/18 – Sending file to Attorney Office



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ROW Agent - BRIAN DePREZ

12-14-18

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Date

IN THE MATTER OF THE  
CONDEMNATION OF CERTAIN  
RIGHTS IN PROPERTY FOR THE

WEST 1<sup>ST</sup> STREET  
RECONSTRUCTION PROJECT  
(PARCEL 76)

BY THE CITY OF CEDAR FALLS, IOWA

APPLICANT

**ORDER SELECTING AND  
APPOINTING COMPENSATION  
COMMISSIONERS AND  
ALTERNATE COMMISSIONERS  
BY THE CHIEF JUDGE OF THE  
FIRST JUDICIAL DISTRICT OF  
IOWA**

**An Application for Condemnation having been filed with me by the City of Cedar Falls, for the selection and appointment, by lot, of six suitable persons as by law provided to act as a Compensation Commission to assess and appraise the damages sustained by reason of the condemnation of certain specified rights in certain land described by Applicant in its Application filed in the above-entitled matter, I hereby DESIGNATE, SELECT and APPOINT as the members of said Compensation Commission required in this matter the following persons:**

NAME	ADDRESS	QUALIFICATIONS
1.Bill Ramsey	2623 Falls Ave Waterloo IA 50701	LICENSED REAL ESTATE BROKER/SALESPERSON
2.Lori McNamee	3731 Pheasant Ln Waterloo IA 50701	
1.Neil Davis	805 Benton St LaPorte City IA 50651	KNOWLEDGEABLE OF PROPERTY VALUES BY VIRTUE OF OCCUPATION
2.Craig Holdiman	526 Midlothian Waterloo IA 50701	
1.Karl Ketter	1557 Oakwood Dr Waterloo IA 50703	NON-AGRICULTURAL PROPERTY
2.Tom Westemeier	375 Sheridan Rd Waterloo IA 50701	

I further DESIGNATE, SELECT and APPOINT the above-named Bill Ramsey to act as Chairperson of said Commission and Lori McNamee is appointed to act as Alternate Chairperson.

Pursuant to Section 6B.5 of the Code of Iowa, one of the above-named Compensation Commissioners shall be subject to challenge without cause by the Applicant and one of the above-named Compensation Commissioners shall be subject to challenge without cause by the party or parties representing the ownership interest of the property being condemned.

I further DESIGNATE, SELECT and APPOINT the following persons to serve as alternate members of said Compensation Commission, to serve in the event that any of the said members having the same qualifications are unable to serve for any reason or in the event any such members are stricken from the panel as by law provided.

NAME	ADDRESS	QUALIFICATIONS
1.Larry Moser	814 Sheridan Rd Waterloo IA 50701	LICENSED REAL ESTATE BROKER/SALESPERSON
2.Gale Shinkle	3321 Cedar Heights Dr Cedar Falls IA 50613	
1.Ryan Risetter	131 Tower Park Dr #100 Waterloo IA 50702	KNOWLEDGEABLE OF PROPERTY VALUES BY VIRTUE OF OCCUPATION
2.Daryl Smith	306 N. Highland Dr Cedar Falls IA 50613	
1.Kathy Norris	507 Gates St LaPorte City IA 50651	NON-AGRICULTURAL PROPERTY
2.David Allbaugh	1075 Prospect Blvd Waterloo IA 50701	


I HEREBY ORDER that upon being informed of a vacancy in the compensation commission, the Sheriff of Black Hawk County, Iowa, shall notify Alternate Commissioners in the order above provided having the same qualifications as the person or persons unable to serve or stricken from the panel, such notification to be given to Alternate Commissioners in the same manner as the original Compensation Commissioners were notified. The Alternate Commissioner first notified who is available to serve as a Compensation Commissioners shall then serve in the place of the commissioner who was unable to serve or who was stricken from the panel. I further

direct that the above-named Alternate Commissioners shall not be subject to challenge without cause.

I FURTHER HEREBY ORDER that the Commissioners and such Alternate Commissioners as are hereafter selected by the Sheriff due to the absence or removal of a Commissioner, shall appear at the time and place designated for the meeting of the Compensation Commission in the Notice of Meeting of Compensation Commission to Assess Damages for the Taking of Property, and that prior to said meeting, the above named Commissioners and Alternate Commissioners shall not communicate with the Applicant or the owner or tenant of the property being condemned regarding the condemnation proceedings.

TO THE SHERIFF OF BLACK HAWK COUNTY, IOWA: Attached hereto please find a duplicate of the Application for Condemnation in the above matter.

Dated at Waterloo, Iowa this 18th day of December, 2018.

  
\_\_\_\_\_  
Kellyann M. Lekar  
Chief Judge of the First  
Judicial District of Iowa

01547468-1\10283-162

PLEASE SIGN THE NOTICE ON THE  
APPROPRIATE LINE TO THE RIGHT AND  
RETURN IT PROMPTLY TO THE SHERIFF  
OF BLACK HAWK COUNTY.

  
I CAN SERVE Bill Ramsey

~~I CAN NOT SERVE~~

01558467-1\10283-162

Parcel 76  
March 28, 2019



PLEASE SIGN THE NOTICE ON THE  
APPROPRIATE LINE TO THE RIGHT AND  
RETURN IT PROMPTLY TO THE SHERIFF  
OF BLACK HAWK COUNTY.

Lori McNamee  
I CAN SERVE Lori McNamee

I CAN NOT SERVE

01558467-1\10283-162

Parcel 76  
March 28 2019

PLEASE SIGN THE NOTICE ON THE  
APPROPRIATE LINE TO THE RIGHT AND  
RETURN IT PROMPTLY TO THE SHERIFF  
OF BLACK HAWK COUNTY.

  
I CAN SERVE Craig Holdiman

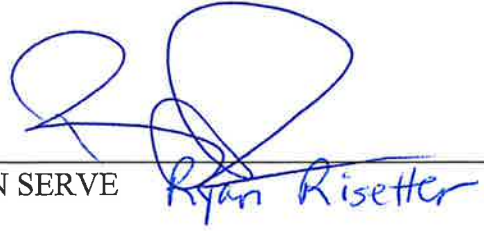
~~I CANNOT SERVE~~

01558467-1\10283-162

Parcel 76  
March 28, 2019

PLEASE SIGN THE NOTICE ON THE  
APPROPRIATE LINE TO THE RIGHT AND  
RETURN IT PROMPTLY TO THE SHERIFF  
OF BLACK HAWK COUNTY.

I CAN SERVE



Ryan Risetter

~~I CAN NOT SERVE~~

01558467-1\10283-162

Parcel 76  
March 28 2019

PLEASE SIGN THE NOTICE ON THE  
APPROPRIATE LINE TO THE RIGHT AND  
RETURN IT PROMPTLY TO THE SHERIFF  
OF BLACK HAWK COUNTY.

Karl Ketter  
I CAN SERVE Karl Ketter

01558467-1\10283-162

~~I CAN NOT SERVE~~

Parcel 76  
March 28, 2019

PLEASE SIGN THE NOTICE ON THE  
APPROPRIATE LINE TO THE RIGHT AND  
RETURN IT PROMPTLY TO THE SHERIFF  
OF BLACK HAWK COUNTY.

Kathy Norris  
I CAN SERVE Kathy Norris

~~I CAN NOT SERVE~~

01558467-1\10283-162

Parcel 76  
March 28, 2019

IN THE MATTER OF THE  
CONDEMNATION OF CERTAIN  
RIGHTS IN PROPERTY FOR THE

WEST 1<sup>ST</sup> STREET RECONSTRUCTION  
PROJECT  
(PARCEL 76)

BY THE CITY OF CEDAR FALLS, IOWA,  
  
APPLICANT

**OATH OF COMMISSIONERS**

**Case No. 532**

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

Each of the undersigned, being duly sworn, states:

That I do possess the qualifications listed under my name below; and

That I do not possess any interest in the proceeding which would cause me to render a biased decision; and

That I will, to the best of my ability, faithfully and impartially assess the damages which owners, lienholders, encumbrancers, and other persons interested in the land from which certain rights are sought to be appropriated by these proceedings will sustain by reason of the appropriation of the right as set forth and described in the Application now on file in the Office of the Sheriff of Black Hawk County.

That I will make a written report of the assessment of damages to the Sheriff, all as authorized and prescribed in Chapters 6A and 6B, Code of Iowa, and any amendments thereto, and in accordance with the instructions of the Chief Justice of the Supreme Court.

That I will well and truly perform any and all other duties imposed upon me by law as a member of the Compensation Commission selected and appointed to assess said damage.

Bill Ramsey  
Bill Ramsey  
Licensed real estate person

Lori McNamee  
Lori McNamee  
Licensed real estate person

Ryan Risetter  
Ryan Risetter  
Otherwise Knowledgeable

Craig Holdiman  
Craig Holdiman  
Otherwise Knowledgeable

Karl Ketter  
Karl Ketter  
Property Owner

Kathy Norris  
Kathy Norris  
Property Owner

Subscribed and sworn to before me this date: March 28 2019



Renae Fenske  
Notary Public in the State of Iowa

Filed in my office this date: 1-4-19

[Signature]  
Sheriff of Black Hawk County, Iowa

01561052

### Sheriff's Certification as to Awards and Costs

In the Matter of the Condemnation of Certain Rights in Land by  
CITY OF CEDAR FALLS

for a Project Located in CEDAR FALLS IOWA

County, Iowa, known as PARCEL 76

Fees paid by the  
City of Cedar Falls  
on April 19, 2019  
with check # 130672  
for \$ 1507.77

City of Cedar Falls \_\_\_\_\_, Condemnee

I hereby certify that the commissioners in the above-entitled cause convened in public session at \_\_\_\_\_  
Waterloo, Iowa, on the 28th day of March, 2019,  
 and thereupon proceeded to view the property and said commissioners did thereafter on the 28th day  
 of March, 2019, file their report in my office awarding damages as follows:

Name	Amount
Realty Income Corporation Inc	\$ 77,000.00
<b>Total Damages Awarded</b>	<b>\$ 77,000.00</b>

I further certify that costs incident to this proceeding have been taxed as follows:

Serving notices as listed below:

[illegible]

Sheriff, summoning and attending commissioners ..... \$ 200.00

Sheriff, mileage while attending commissioners 18 miles @ .56 ..... \$ 10.00

Sheriff, recording fee, to be paid to county recorder .....	postage	10.08
	posting copies	10.50

Sheriff, publication notice of hearing ..... \$

Sheriff of Black Hawk County, Iowa



## Commissioner's Costs

LOR MCNAMEE of WATERLOO, Iowa

1 day service ..... \$ 200.00

14 miles at .56 cents ..... \$ 7.78

\_\_\_\_\_ meals ..... \$ \_\_\_\_\_

**Total \$ 207.78**

BILL RAMSEY of WATERLOO, Iowa

1 day service ..... \$ 200.00

10 miles at .56 cents ..... \$ 5.56

\_\_\_\_\_ meals ..... \$ \_\_\_\_\_

**Total \$ 205.56**

CRAIG HOLDIMAN of WATERLOO, Iowa

1 day service ..... \$ 200.00

5 miles at .56 cents ..... \$ 2.78

\_\_\_\_\_ meals ..... \$ \_\_\_\_\_

**Total \$ 202.78**

RYAN RISETTER of WATERLOO, Iowa

1 day service ..... \$ 200.00

8 miles at .56 cents ..... \$ 4.40

\_\_\_\_\_ meals ..... \$ \_\_\_\_\_

**Total \$ 204.40**

KARL KETTER of WATERLOO, Iowa

1 day service ..... \$ 200.00

8 miles at .56 cents ..... \$ 4.44

\_\_\_\_\_ meals ..... \$ \_\_\_\_\_

**Total \$ 204.44**

KATHY NORRIS of LAPORTE CITY, Iowa

1 day service ..... \$ 200.00

30 miles at .56 cents ..... \$ 16.67

\_\_\_\_\_ meals ..... \$ \_\_\_\_\_

**Total \$ 216.67**

I certify that the foregoing amounts are legally payable to each claimant and that the claim is correct and just and that payment has not been received.

TOTAL \$1,241.63

Dated this \_\_\_\_\_ day of \_\_\_\_\_,



Sheriff of Black Hawk County, Iowa

IN THE MATTER OF THE  
CONDEMNATION OF CERTAIN  
RIGHTS IN PROPERTY FOR THE

WEST 1<sup>ST</sup> STREET RECONSTRUCTION  
PROJECT  
(PARCEL 76)

BY THE CITY OF CEDAR FALLS, IOWA

APPLICANT

**COMPENSATION  
COMMISSIONER'S STATEMENT**

**Case No. 532**

To the Sheriff of Black Hawk County, Iowa

I certify my fee as a member of the Compensation Commission for the hearing held on this date:  
as follows:

Expenses Incurred While Serving on This Commission	Rate	Total
# of Days Served: 1	\$200.00 per day	\$ 200.00
# of Miles Traveled: 10	\$ x .56	\$ 5.56
# of Meals Consumed: 0		\$
<b>GRAND TOTAL:</b>		\$ 205.56

  
Commissioner

01561055

IN THE MATTER OF THE  
CONDEMNATION OF CERTAIN  
RIGHTS IN PROPERTY FOR THE

WEST 1<sup>ST</sup> STREET RECONSTRUCTION  
PROJECT  
(PARCEL 76)

BY THE CITY OF CEDAR FALLS, IOWA

APPLICANT


**COMPENSATION  
COMMISSIONER'S STATEMENT**

**Case No. 532**

To-the Sheriff of Black Hawk County, Iowa

I certify my fee as a member of the Compensation Commission for the hearing held on this date:  
as follows:

Expenses Incurred While Serving on This Commission	Rate	Total
# of Days Served: 1	\$200.00 per day	\$ 200 <sup>00</sup>
# of Miles Traveled: 14	\$ x .56	\$ 7.78
# of Meals Consumed: 0		\$
<b>GRAND TOTAL:</b>		\$ 207.78

  
Commissioner

01561055

IN THE MATTER OF THE  
CONDEMNATION OF CERTAIN  
RIGHTS IN PROPERTY FOR THE

WEST 1<sup>ST</sup> STREET RECONSTRUCTION  
PROJECT  
(PARCEL 76)

BY THE CITY OF CEDAR FALLS, IOWA

APPLICANT

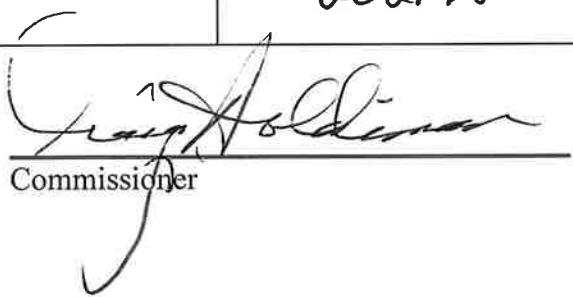
**COMPENSATION  
COMMISSIONER'S STATEMENT**

**Case No. 532**

To the Sheriff of Black Hawk County, Iowa

I certify my fee as a member of the Compensation Commission for the hearing held on this date:  
as follows:

Expenses Incurred While Serving on This Commission	Rate	Total
# of Days Served: 1	\$200.00 per day	\$ 200 <sup>00</sup>
# of Miles Traveled: 5	\$ X.56	\$ 2.78
# of Meals Consumed:		\$
<b>GRAND TOTAL:</b>		\$ 202.78

  
Commissioner

01561055

IN THE MATTER OF THE  
CONDEMNATION OF CERTAIN  
RIGHTS IN PROPERTY FOR THE

WEST 1<sup>ST</sup> STREET RECONSTRUCTION  
PROJECT  
(PARCEL 76)

BY THE CITY OF CEDAR FALLS, IOWA

APPLICANT

**COMPENSATION  
COMMISSIONER'S STATEMENT**

**Case No. 532**

To the Sheriff of Black Hawk County, Iowa

I certify my fee as a member of the Compensation Commission for the hearing held on this date:  
as follows:

Expenses Incurred While Serving on This Commission	Rate	Total
# of Days Served: 1	\$200.00 per day	\$ 200.00
# of Miles Traveled:	\$8 x .56	\$ 4.40
# of Meals Consumed:	—	\$ —
<b>GRAND TOTAL:</b>		\$ 204.40

  
\_\_\_\_\_  
Commissioner

01561055

IN THE MATTER OF THE  
CONDEMNATION OF CERTAIN  
RIGHTS IN PROPERTY FOR THE

WEST 1<sup>ST</sup> STREET RECONSTRUCTION  
PROJECT  
(PARCEL 76)

BY THE CITY OF CEDAR FALLS, IOWA

APPLICANT

**COMPENSATION  
COMMISSIONER'S STATEMENT**

**Case No. 532**

To the Sheriff of Black Hawk County, Iowa

I certify my fee as a member of the Compensation Commission for the hearing held on this date:  
as follows:

Expenses Incurred While Serving on This Commission	Rate	Total
# of Days Served: <u>1</u>	\$200.00 per day	\$ <u>200<sup>00</sup></u>
# of Miles Traveled: <u>          </u>	\$ x <u>.56</u> <u>8 mile</u>	\$ <u>4.44</u>
# of Meals Consumed: <u>          </u>		\$ <u>          </u>
<b>GRAND TOTAL:</b>		\$ <u>204.44</u>

Karl Ketten  
Commissioner

01561055

IN THE MATTER OF THE  
CONDEMNATION OF CERTAIN  
RIGHTS IN PROPERTY FOR THE

WEST 1<sup>ST</sup> STREET RECONSTRUCTION  
PROJECT  
(PARCEL 76)

BY THE CITY OF CEDAR FALLS, IOWA

APPLICANT

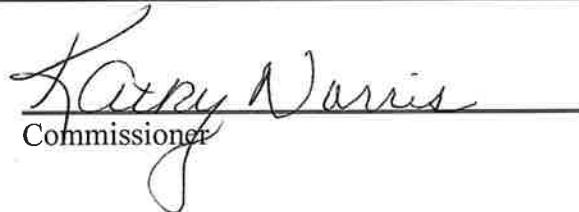
**COMPENSATION  
COMMISSIONER'S STATEMENT**

**Case No. 532**

To the Sheriff of Black Hawk County, Iowa

I certify my fee as a member of the Compensation Commission for the hearing held on this date:  
as follows:

Expenses Incurred While Serving on This Commission	Rate	Total
# of Days Served: 1	\$200.00 per day	\$ 200 <sup>00</sup>
# of Miles Traveled:	\$ 1.54 30	\$ 16.67
# of Meals Consumed:		\$
<b>GRAND TOTAL:</b>		\$ 216.67

  
Commissioner

01561055

## IN THE IOWA DISTRICT COURT FOR BLACK HAWK COUNTY

STATE OF IOWA )  
 ) SS  
 BLACK HAWK COUNTY )

Docket No 217233  
 Court No  
 Reference No RENAE  
 Received 01/04/2019

PLAINTIFF: CITY OF CEDAR FALLS

vs.

DEFENDANT: REALTY INCOME CORPORATION INC

PARCEL 76  
 MARCH 28, 2019 9:30AM

## SERVED PARTY

Name BLACK HAWK COUNTY IOWA Party Type OTHER  
 Address 316 E 5TH ST, WATERLOO, IA

## SERVICE INFORMATION

Document(s)  
 CONDEMNATION NOTICE

Type of Service OFFICIAL Status SERVED  
 By Serving CHERYL WALTER Race  
 Relationship ACCOUNT SPECIALIST Sex  
 Location 316 E 5TH ST, WATERLOO, IOWA Birth Date  
 Comments

Date	Time	Officer	Mileage	Minutes	Notes
02/05/2019	12:35	T0681 • JASON TERRONES	0	0	
Total Mileage / Minutes			0	0	

I certify above information to be true and correct. ANTHONY T THOMPSON, Sheriff, Black Hawk County, Iowa



Deputy Sheriff or Designee

Date



IN THE MATTER OF THE  
CONDEMNATION OF CERTAIN  
RIGHTS IN PROPERTY FOR THE

WEST 1<sup>ST</sup> STREET RECONSTRUCTION  
PROJECT

BY THE CITY OF CEDAR FALLS, IOWA,  
(PARCEL 76)

APPLICANT

**AFFIDAVIT REGARDING  
PUBLICATION OF SHERIFF'S  
NOTICE TO COMMISSIONERS  
(Hearing Date March 28, 2019)**

**Case No. 532**

STATE OF IOWA

)

)

ss:

COUNTY OF BLACK HAWK

)

I, Renae Fenske, after first being duly sworn on oath depose and say:

1. On January 4, 2019, I contacted each commissioner appointed by the Chief Judge to serve on the compensation commission to appraise the value of the City's condemnation of a portion of land known as Parcel 76.
2. Each commissioner was also personally mailed with notice of the date and time set for the compensation commission hearing for Parcel 76.
3. Each commissioner who was personally mailed signed a document indicating the commissioner had received the notice and agreed to serve on the date set for the appraisalment of damages.
4. The Notice of Appraisalment was posted in the Lobby of the Sheriff's Office on Monday March 25, 2019.
5. The property owner was personally served with notice of the date and time at which the compensation commission was meeting to appraise damages on

February 4, 2019.

6. The notice to commissioners was inadvertently not published as required by Iowa Code section 6B.11.
7. On March 28, 2019, at 9:00 a.m., all commissioners appeared and participated in the appraisal of damages for Parcel 76.
8. There were no irregularities in the proceedings that occurred as a result of the inadvertent procedural defect.

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct. This certification is made pursuant to Iowa Code § 622.1.

Dated this date: April 10 2019.

  
\_\_\_\_\_  
RENAE FENSKE  
BLACK HAWK COUNTY SHERIFF'S  
OFFICE



**CEDAR FALLS DEPARTMENT OF PUBLIC SAFETY SERVICES**

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

319-273-8612

**MEMORANDUM**

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**To:** Cedar Falls City Council  
**From:** Craig Berte, Assistant Chief of Police *CRB*  
**Date:** June 12, 2019  
**Re:** ROAD CLOSURE – Sturgis Falls Half Marathon

---

I recommend a road closure of the following city streets for the 2019 Sturgis Falls Half Marathon and 5K race on Sunday, June 30<sup>th</sup>, 2019. This annual event takes place on a Sunday morning and does not cause any significant effects on traffic. I recommend the approval for a road closure of:

100-300 blocks of East 13<sup>th</sup> Street

200-300 blocks of East 14<sup>th</sup> Street

1300 block of State Street

# Sturgis Falls Half Marathon Cedar Falls, Iowa

Measure by: Don Williams & Troy Becker on May 8, 2017

Start Line: On Waterloo Road. Line is even with stop sign at the NE corner of Utility Parkway and Waterloo Road. Runners proceed SE on the start.

Mile 1: On South Riverside Trail 403'6" west of Barbara Hall Miller Memorial bench.

Mile 2: On South Riverside Trail 44' east of cross walk sign just before Hartman Reserve main crossing sign by shelter on trail. 297' east of Hartman sign.

Mile 3: On South Riverside Trail 562 feet west of path T - intersection sign where South Riverside Trail meets Trolley Trail.

Mile 4: Located 70' east of 2nd street light west of Trolley Trail and Ansborough Ave, intersection. 241' west of first turn around location.

First Turn Around - Located at entrance of Trail gate where Trolley Trail starts from Ansborough Ave. Gate is located 24 feet from walk light on south side of trail at Ansborough Ave.

Mile 5: Even with main drainage culvert and run-off ditch on Trolley Trail

Mile 6: 1478' west of sign marking intersection of Trolley Trail and South Riverside Trail on S. Riverside Trail.

Mile 7: 24' 6" west of John and Clara Schmidt memorial bench at the bottom of Lookout park along S. Riverside Trail bike path.

Mile 8: Even with the most NE corner curb of Pfeiffer parking lot as you turn east onto Grand Blvd.

Mile 9: Located 47' west of mailbox for 2409 Grand Blvd.

Mile 10: 3 feet west of utility box marked 37.5 on property of 2116 Grand Blvd.

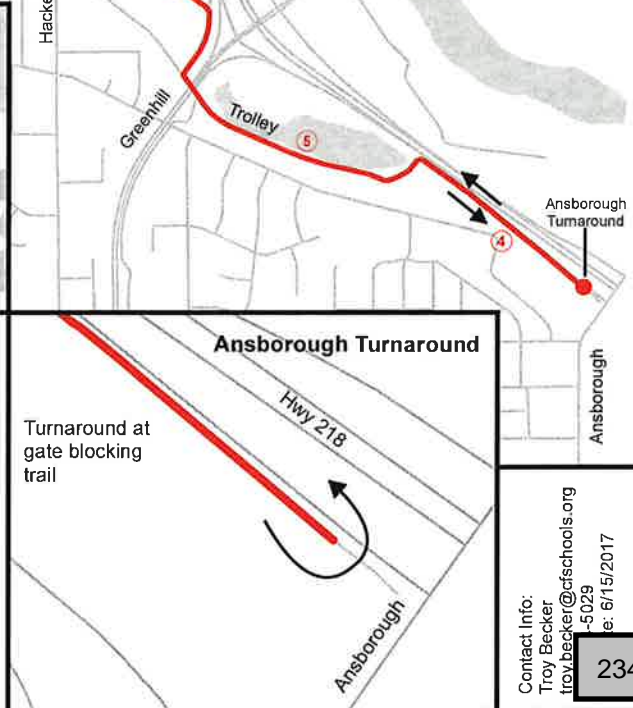
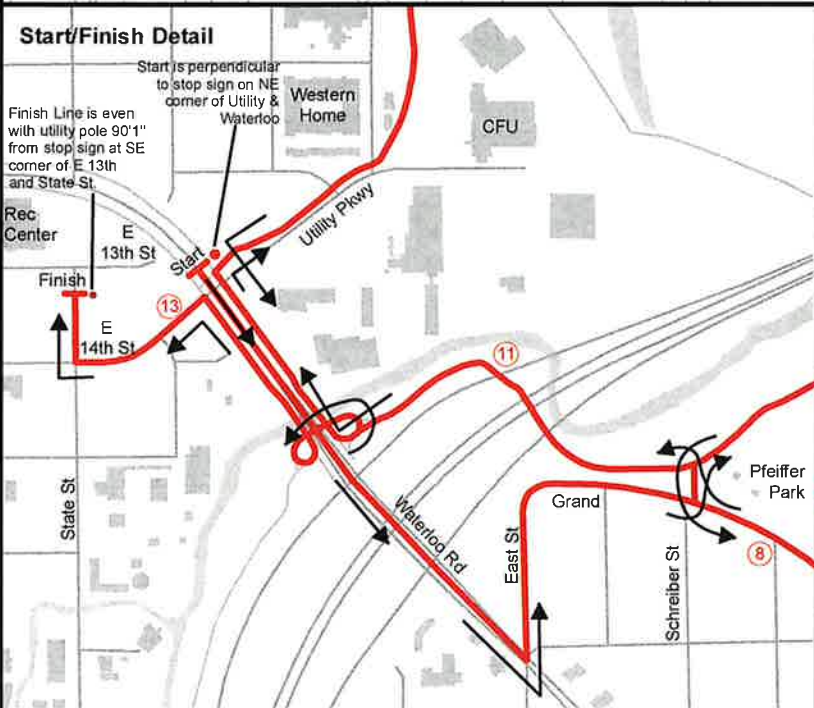
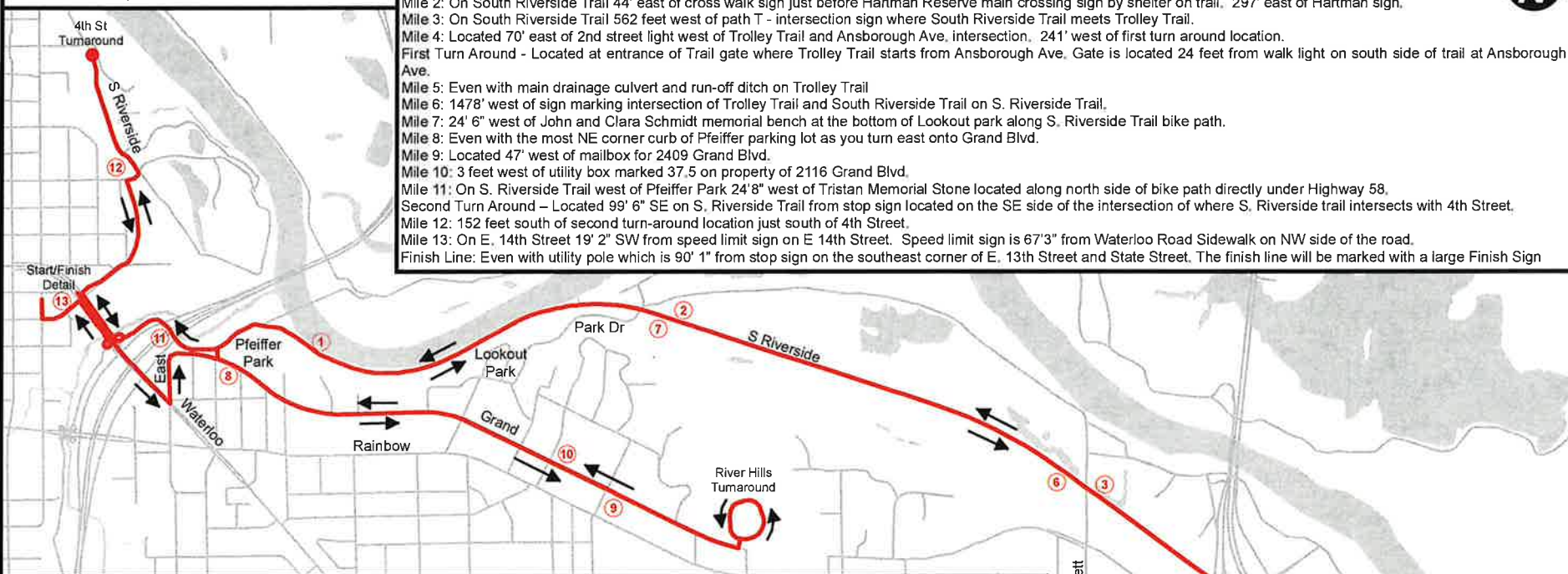
Mile 11: On S. Riverside Trail west of Pfeiffer Park 24'8" west of Tristan Memorial Stone located along north side of bike path directly under Highway 58.

Second Turn Around - Located 99' 6" SE on S. Riverside Trail from stop sign located on the SE side of the intersection of where S. Riverside trail intersects with 4th Street.

Mile 12: 152 feet south of second turn-around location just south of 4th Street.

Mile 13: On E. 14th Street 19' 2" SW from speed limit sign on E 14th Street. Speed limit sign is 67'3" from Waterloo Road Sidewalk on NW side of the road.

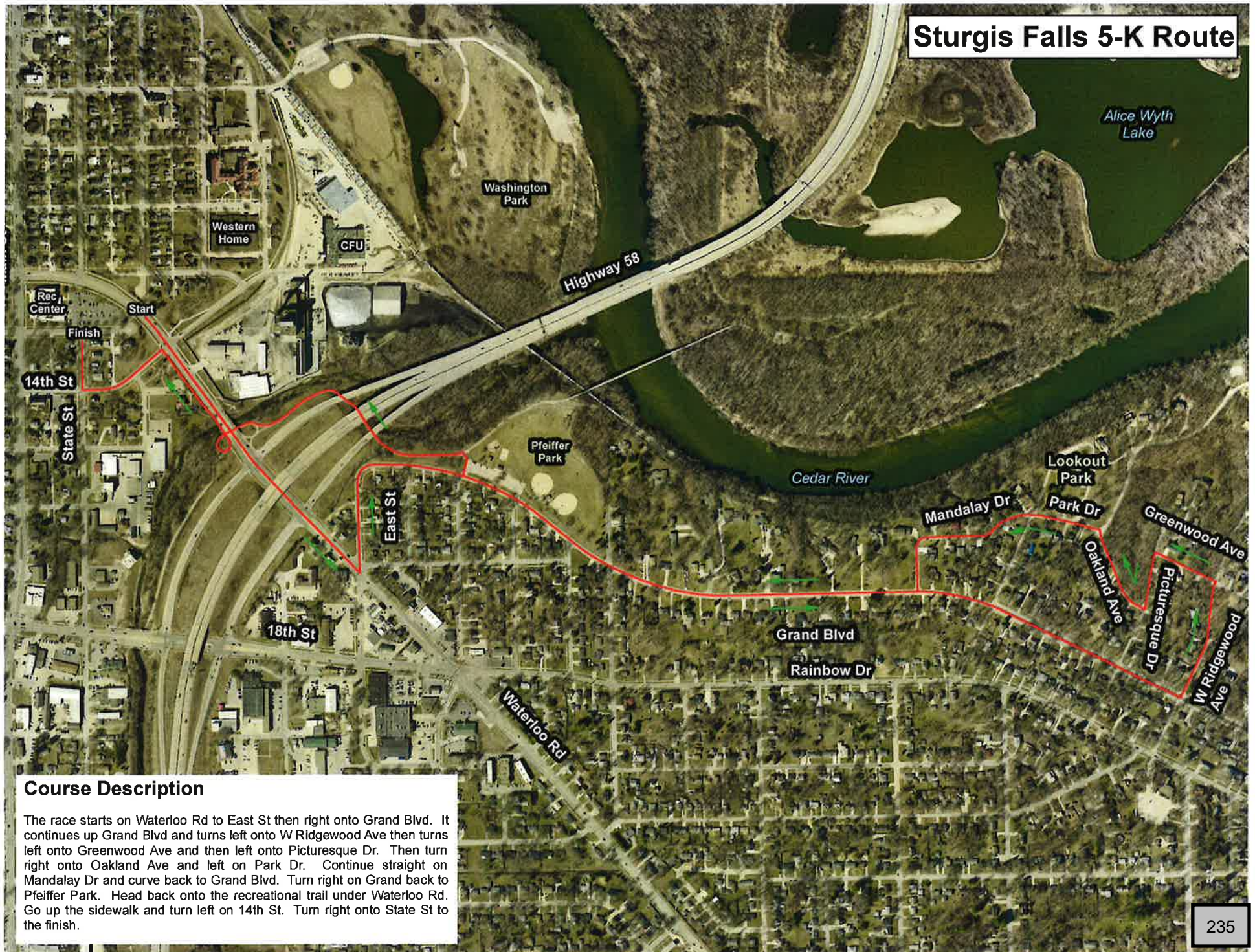
Finish Line: Even with utility pole which is 90' 1" from stop sign on the southeast corner of E. 13th Street and State Street. The finish line will be marked with a large Finish Sign



Contact Info:  
Troy Becker  
troy.becker@cfschools.org  
-5029  
e: 6/15/2017



## Sturgis Falls 5-K Route



### Course Description

The race starts on Waterloo Rd to East St then right onto Grand Blvd. It continues up Grand Blvd and turns left onto W Ridgewood Ave then turns left onto Greenwood Ave and then left onto Picturesque Dr. Then turn right onto Oakland Ave and left on Park Dr. Continue straight on Mandalay Dr and curve back to Grand Blvd. Turn right on Grand back to Pfeiffer Park. Head back onto the recreational trail under Waterloo Rd. Go up the sidewalk and turn left on 14th St. Turn right onto State St to the finish.



**Instructions on the reverse side**

For period (MM/DD/YYYY) 07 / 01 / 2019 through June 30, 2020

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

**Business Information:**

Trade Name/DBA SARWAR CORPORATION DBA Bob West  
Physical Location Address 3105 Hudson Road City Cedar Falls ZIP 50613  
Mailing Address P.O. Box 566 City Cedar Falls State IA ZIP 50613  
Business Phone Number 319.266.7344

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐  
Name of sole proprietor, partnership, corporation, LLC, or LLP SAME  
Mailing Address P.O. Box 566 City Cedar Falls State IA ZIP 50613  
Phone Number 319.266.7344 Fax Number 319.266.2309 Email BBWESTCF@AOL.com

**Retail Information:**

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

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

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

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

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

Name (please print) Muhammad Sarwar Name (please print) \_\_\_\_\_  
Signature [Signature] Signature \_\_\_\_\_  
Date 5/31/19 Date \_\_\_\_\_

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

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

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

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

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375

**Instructions on the reverse side**For period (MM/DD/YYYY) 07 / 01 / 2019 through June 30, 2020

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

**Business Information:**

Trade Name/DBA BUZZ SMOKE & VAPOR  
Physical Location Address 2125 COLLEGE ST. City CEDAR FALLS ZIP 50613  
Mailing Address SUITE A City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
Business Phone Number 319-260-2247

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐  
Name of sole proprietor, partnership, corporation, LLC, or LLP DAFFODILS, INC.  
Mailing Address 2125 COLLEGE ST. STE A City CEDAR FALLS State IA ZIP 50613  
Phone Number 319-260-2247 Fax Number \_\_\_\_\_ Email buzzvapeshop@gmail.com

**Retail Information:**

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

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

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

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

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

Name (please print) SHAHID ASLAM Name (please print) \_\_\_\_\_  
Signature [Signature] Signature \_\_\_\_\_  
Date June 03, 2019 Date \_\_\_\_\_

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

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

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

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- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375

6/30/20 July-June  
Iowa Department of  
**REVENUE**

City of Cedar Falls  
220 Clay St.  
Cedar Falls, IA 50613

14412  
Iowa Retail Permit Application  
for Cigarette/Tobacco/Nicotine/Vapor

https://tax.iowa.gov

Fee \$100.00

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2019 through June 30, 2020

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

**Business Information:**

Trade Name/DBA Dollar General Store #14412

Physical Location Address 2921 Center St. City Cedar Falls ZIP 50613-1101

Mailing Address 100 Mission Ridge / Tax Dept. City Goodlettsville State TN ZIP 37072

Business Phone Number 319-242-3091

RECEIVED MAY 15 2019

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐

Name of sole proprietor, partnership, corporation, LLC, or LLP Dolgenercorp, LLC

Mailing Address 100 Mission Ridge / Tax City Goodlettsville State TN ZIP 37072

Phone Number 615-855-4000 Fax Number 877-364-4130 Email Tax-beerandwinelicense

@dollargeneral.com

**Retail Information:**

Types of Sales: Over-the-counter ☒ Vending machine ☐

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

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☐ Vapor Products ☐

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

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

Has vending machine that assembles cigarettes ☐ Other ☒ Retail-general Merch

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

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

Name (please print) Cindy Norton

Signature Cindy Norton

Date 5-16-19

Name (please print) Vendor #314718

Signature Invoice #202014412TOBCITY56

Date Batch #17546 \$100.00

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

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

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- Fill in the date the permit was approved by the council or board: \_\_\_\_\_
- Fill in the permit number issued by the city/county: \_\_\_\_\_
- Fill in the name of the city or county issuing the permit: Cedar Falls
- New ☐ Renewal ☒

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

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375

238

RECEIVED MAY 21 2019



Iowa Department of  
**REVENUE****Iowa Retail Permit Application  
for Cigarette/Tobacco/Nicotine/Vapor**<https://tax.iowa.gov>**Instructions on the reverse side**For period (MM/DD/YYYY) 07 / 01 / 2019 through June 30, 2020

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

**Business Information:**

Trade Name/DBA Hill Street News + Tobacco  
 Physical Location Address 2217 College St City Cedar Falls ZIP 50613  
 Mailing Address 2217 College St City Cedar Falls State IA ZIP 50613  
 Business Phone Number 319 277-1149

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐  
 Name of sole proprietor, partnership, corporation, LLC, or LLP National Cigar Store  
 Mailing Address 617 Sycamore St City Waterloo State IA ZIP 50703  
 Phone Number 319-234-5158 Fax Number \_\_\_\_\_ Email \_\_\_\_\_

**Retail Information:**

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

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

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

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

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

Name (please print) Paula Hall Name (please print) \_\_\_\_\_  
 Signature [Signature] Signature \_\_\_\_\_  
 Date 6/7/19 Date \_\_\_\_\_

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

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

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

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

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375

70-014a (06/22/17)

**Instructions on the reverse side**

For period (MM/DD/YYYY) 07/01/19 through June 30, 2020

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

**Business Information:**

Trade Name/DBA Prime Mart 2  
Physical Location Address 2728 center St City cedar falls ZIP 50613  
Mailing Address 2728 center St City cedar falls State IA ZIP 50613  
Business Phone Number 319-277-2195

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐  
Name of sole proprietor, partnership, corporation, LLC, or LLP Ansar inc  
Mailing Address 2728 center St City cedar falls State IA ZIP 50613  
Phone Number 319-290-9036 Fax Number \_\_\_\_\_ Email Ansar2728@gmail.com

**Retail Information:**

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

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

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

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

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

Name (please print) Nyla AFzal Name (please print) \_\_\_\_\_  
Signature Nyla AFzal Signature \_\_\_\_\_  
Date 06-11-19 Date \_\_\_\_\_

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

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

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

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

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375

**Instructions on the reverse side**

For period (MM/DD/YYYY) 07 / 01 / 2019 through June 30, 2020

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

**Business Information:**

Trade Name/DBA The Smoking Dragon  
Physical Location Address 2225 College St City Cedar Falls ZIP 50613  
Mailing Address "Same" City " State " ZIP "  
Business Phone Number 319-290-3036

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor ☒ Partnership ☐ Corporation ☐ LLC ☐ LLP ☐  
Name of sole proprietor, partnership, corporation, LLC, or LLP Joshua Rodgers  
Mailing Address 8133 Buckridge Rd City Cedar Falls State IA ZIP 50613  
Phone Number 319-290-3036 Fax Number \_\_\_\_\_ Email \_\_\_\_\_

**Retail Information:**

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

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

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

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

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

Name (please print) Joshua Rodgers Name (please print) Joshua Rodgers  
Signature \_\_\_\_\_ Signature Joshua Rodgers  
Date \_\_\_\_\_ Date 6/9/19

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

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

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

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

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375



**DEPARTMENT OF PUBLIC SAFETY SERVICES**

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

319-273-8612

**MEMORANDUM**

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**To:** Mayor Brown and City Councilmembers  
**From:** Jeff Olson, Public Safety Services Director/Chief of Police  
**Date:** June 13, 2019  
**Re:** Beer/Liquor License Applications

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

Name of Applicants:

- a) King Star, 2228 Lincoln Street, Class C beer & Class B native wine - renewal.
- b) Hong Kong Chinese Restaurant, 6306 University Avenue, Special Class C liquor - renewal.
- c) Applebee's Neighborhood Grill & Bar, 6301 University Avenue, Class C liquor - renewal.
- d) Texas Roadhouse, 5715 University Avenue, Class C liquor - renewal.
- e) Holiday Inn Express & Suites, 1614 Technology Parkway, Class C beer - new.
- f) Famous Dave's, 6222 University Avenue, Class C liquor - new.



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:** June 4, 2019  
**SUBJECT:** FY2020 Appropriations Resolution

Please find attached the Appropriations Resolution for the fiscal year beginning July 1, 2019 and ending June 30, 2020 submitted for your approval. The resolution outlines in detail the FY2020 budget that was approved by Council in February and also incorporates the new reorganizational structure with the account numbers. For informational purposes, the FY2020 budgeted revenues are attached. New for this year is a detail listing of all of the transfers in the FY2020 budget. This is a new requirement by the State of Iowa and therefore we are including this as part of the resolution to comply with that new requirement.

If you have any questions regarding the resolution, please feel free to contact me.

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

RESOLUTION APPROPRIATING MONEY FROM SEVERAL FUNDS FOR PAYMENT OF ALL EXPENSES IN THE ADMINISTRATION OF THE AFFAIRS OF THE CITY OF CEDAR FALLS, IOWA FOR THE YEAR 2019-2020.

WHEREAS, Section 24.3 Code of Iowa, 2019, relating to the "local Budget Law" provides that no Municipality shall certify or levy in any year any tax on property subject to taxation, unless and until estimates have been made, filed and considered and;

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

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

SECTION 1. The estimates of income from all sources available for expenditure in the fiscal year beginning July 1, 2019 and ending June 30, 2020 is \$85,279,960.00 as follows, to-wit:

Office Receipts	\$ 47,098,710.00
Taxes	21,420,920.00
Transfers	8,067,320.00
Total estimated income	\$ 76,586,950.00
Use of Cash Carryover	8,693,010.00
Total estimated funds available	\$ 85,279,960.00

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

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

SECTION 4. That the total estimated income of \$85,279,960.00 be appropriated for expenditures according to the several funds as follows, to-wit:

CODE NUMBER	DESCRIPTION	APPROPRIATION	
<u>GENERAL FUND</u>			
ADMINISTRATIVE/LEGISLATIVE/MISCELLANEOUS:			
CITY COUNCIL			
101-1168-441. 61-01	City Council - Salaries & Wages	43,890.00	
64-05	Worker' Compensation	90.00	
65-01	FICA	3,360.00	
66-01	IPERS	2,950.00	
TOTAL CITY COUNCIL:			50,290.00
MISCELLANEOUS			
101-1199-411. 32-62	Grants - Fire Ext./CPR Training	3,000.00	
32-70	Grants - Police Operations	35,000.00	
101-1199-421. 31-10	Grants - Cultural Services	30,000.00	
31-20	Grants - Library	25,000.00	
31-40	Grants - Parks & Recreation	20,000.00	
101-1199-431. 88-01	C.F. Disabled	33,220.00	
88-02	C.F. Elderly -RTC	22,150.00	
88-03	C.F. Elderly HVAAA	32,800.00	
88-11	C.F. Met	314,700.00	
88-12	MET Capital Replacement	15,520.00	
101-1199-441. 88-20	Lobbyist	14,000.00	
88-23	CV Coalition	1,660.00	
101-1199-441. 72-19	Official Printing	35,000.00	
81-01	Contract Services	11,000.00	
81-02	Audit	57,000.00	
81-03	Recording Fees	3,000.00	
81-09	Human Rights Commission	1,500.00	
81-11	City Election	35,000.00	
82-01	Telephone	2,000.00	
83-05	Travel (Food/Mileage/Lodging)	5,900.00	
83-06	Education & Training	5,800.00	
84-01	Liability Insurance	237,720.00	
87-05	Vehicle Maintenance	9,450.00	
89-11	League Dues & Travel	11,500.00	
89-13	Contingency	60,000.00	
89-14	Refunds	2,000.00	
101-1199-481. 43-01	Transfer to Debt Service	97,890.00	
43-04	TIF Transfer	1,300,000.00	
101-1199-441. 92-05	Budget reduction implement, staffing, one-time cap project	600,000.00	
TOTAL MISCELLANEOUS:			3,021,810.00
MAYOR'S OFFICE			
<u>Personal Services</u>			
101-1158-441. 61-01	Salaries & Wages (Reg)	97,750.00	
62-01	Payroll Accrual	430.00	
62-02	Severance Accrual	70.00	



64-01	Health Insurance Premiums	14,750.00
64-02	Health Insurance Reimbursements	210.00
64-03	Life Insurance	310.00
64-04	Long Term Disability	390.00
64-05	Worker's Compensation Insurance	210.00
65-01	F.I.C.A.	7,480.00
66-01	I.P.E.R.S.	9,230.00

Commodities

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

Services and Charges

101-1158-441.	81-12	Computer Services	4,170.00
	81-98	Economic Development Activities	150,000.00
	82-01	Telephone	1,400.00
	83-03	Outings/Dinners/Awards	940.00
	83-04	Dues & Memberships	400.00
	83-05	Travel (Food/Mileage/Lodging)	3,000.00
	83-06	Education & Training	800.00
	84-01	Operating Insurance	300.00

Capital Outlay

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

296,140.00

CITY ADMINISTRATOR

Personal Services

101-1118-441.	61-01	Salaries & Wages (Reg)	300,460.00
	62-01	Payroll Accrual	1,330.00
	62-02	Severance Accrual	4,900.00
	64-01	Health Insurance Premiums	41,250.00
	64-02	Health Insurance Reimbursements	570.00
	64-03	Life Insurance	930.00
	64-04	Long Term Disability	1,190.00
	64-05	Worker's Compensation Insurance	630.00
	65-01	F.I.C.A.	18,940.00
	66-01	I.P.E.R.S.	28,360.00

Commodities

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

Services and Charges

101-1118-441.	81-12	Computer Services	6,980.00
	82-01	Telephone	1,300.00
	83-04	Memberships	1,500.00
	83-05	Travel & Meals	4,000.00
	83-06	Education	2,000.00
	84-01	Operating Insurance	500.00
	87-05	Vehicle Maintenance	0.00

Capital Outlay

101-1118-441.	93-01	Equipment	600.00
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TOTAL CITY ADMINISTRATOR:

415,940.00



## FINANCIAL SERVICES

### Personal Services

101-1028-441.	61-01	Salaries & Wages (Reg)	467,740.00
	61-02	Part-time	80,790.00
	61-03	Overtime	500.00
	62-01	Payroll Accrual	2,070.00
	62-02	Severance Accrual	7,630.00
	64-01	Health Insurance Premiums	71,510.00
	64-02	Health Insurance Reimbursements	1,030.00
	64-03	Life Insurance	1,420.00
	64-04	Long Term Disability	1,880.00
	64-05	Worker's Compensation Insurance	980.00
	64-06	Unemployment	1,050.00
	65-01	F.I.C.A.	39,390.00
	66-01	I.P.E.R.S.	51,830.00

### Commodities

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

### Services and Charges

101-1028-441.	81-12	Computer Services	28,870.00
	81-13	Microfilming/Digital Imaging	1,500.00
	81-35	Employee Recognition Program	4,000.00
	81-48	Contract Services	1,500.00
	81-50	Pre-employment Physical Exams	45,000.00
	81-52	Random Drug Testing	3,400.00
	81-53	Job Notices	20,000.00
	81-55	Employee Assistance Program	5,000.00
	81-56	Employee Wellness Program	28,000.00
	81-57	Comprehensive Pay Plan Study	75,000.00
	82-01	Telephone	3,000.00
	83-04	Dues & Memberships	2,300.00
	83-05	Travel & Meals	4,100.00
	83-06	Education	3,900.00
	84-01	Operating Insurance	2,080.00
	86-01	Repair & Maintenance	4,250.00
	89-81	Cafeteria Plan	7,500.00
	89-82	Section 105	14,400.00

### Capital Outlay

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

997,920.00

## LEGAL SERVICES

### Personal Services

101-1048-441.	61-01	Salaries & Wages (Reg)	218,110.00
	61-03	Overtime	500.00
	62-01	Payroll Accrual	960.00
	62-02	Severance Accrual	1,250.00
	64-01	Health Insurance Premiums	19,650.00
	64-02	Health Insurance Reimbursements	400.00
	64-03	Life Insurance	660.00
	64-04	Long Term Disability	870.00
	64-05	Worker's Compensation Insurance	390.00

65-01	F.I.C.A.	15,280.00
66-01	I.P.E.R.S.	20,640.00

Commodities

101-1048-441.	71-01	Office Supplies	900.00
	72-11	Dues & Publications	8,000.00

Services and Charges

101-1048-441.	81-12	Computer Services	13,480.00
	81-29	Legal Fees	120,000.00
	81-51	Post-employment Physical Exams	30,000.00
	81-99	Civil Service Commission	3,500.00
	82-01	Telephone	600.00
	83-04	Memberships	800.00
	83-05	Travel (Food/Mileage/Lodging)	250.00
	83-06	Education & Training	750.00
	81-30	Code Enforcement	17,000.00

TOTAL LEGAL SERVICES:

473,990.00

PUBLIC RECORDS DIVISION

Personal Services

101-1008-441.	61-01	Salaries & Wages (Reg)	166,670.00
	61-02	Part-time	38,430.00
	62-01	Payroll Accrual	750.00
	62-02	Severance Accrual	2,730.00
	64-01	Health Insurance Premiums	36,950.00
	64-02	Health Insurance Reimbursements	520.00
	64-03	Life Insurance	510.00
	64-04	Long Term Disability	670.00
	64-05	Worker's Compensation Insurance	350.00
	65-01	F.I.C.A.	15,700.00
	66-01	I.P.E.R.S.	19,350.00

Commodities

101-1008-441.	71-01	Office Supplies & Printing	4,500.00
	72-99	Postage	1,000.00

Services and Charges

101-1008-441.	81-12	Computer Services	8,770.00
	82-01	Telephone	1,700.00
	83-04	Memberships	500.00
	83-05	Travel & Meals	2,000.00
	83-06	Education	1,500.00
	84-01	Operating Insurance	630.00
	86-01	Repair & Maintenance	2,000.00
	87-01	Rentals	1,000.00

Capital Outlay

101-1008-441.	93-01	Equipment	1,500.00
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TOTAL PUBLIC RECORDS DIVISION:

307,730.00

LIBRARY

Personal Services

101-1060-423.	61-01	Salaries & Wages (Reg)	485,520.00
	61-02	Part-time	411,860.00
	62-01	Payroll Accrual	2,150.00
	62-02	Severance Accrual	7,910.00

64-01	Health Insurance Premiums	90,190.00
64-02	Health Insurance Reimbursements	1,660.00
64-03	Life Insurance	1,500.00
64-04	Long Term Disability	1,940.00
64-05	Worker's Compensation Insurance	1,890.00
65-01	F.I.C.A.	68,650.00
66-01	I.P.E.R.S.	84,720.00

#### Commodities

101-1060-423. 71-01	Office Supplies	10,000.00
72-19	Printing	2,000.00
72-75	Display	2,000.00
72-76	Public Relations	1,000.00
72-99	Postage	17,500.00
73-06	Building Repair	3,000.00

#### Services and Charges

101-1060-423. 81-01	Professional Services	5,000.00
81-12	Computer Services	44,780.00
82-01	Telephone	3,930.00
83-05	Travel (Food/Mileage/Lodging)	3,000.00
83-06	Education & Training	3,500.00
84-01	Operating Insurance	22,910.00
85-01	Utilities & Heating	72,000.00
86-01	Repair & Maintenance	21,000.00
89-33	Friends Supported Programs	40,000.00
89-34	Endowment Supported Programs	60,000.00

#### Transfers

101-1060-423. 50-01	General Fund	150,890.00
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#### Personal Services

101-1061-423. 61-01	Salaries & Wages (Reg)	105,340.00
61-02	Part-time	14,090.00
62-01	Payroll Accrual	470.00
62-02	Severance Accrual	1,720.00
64-01	Health Insurance Premiums	14,920.00
64-02	Health Insurance Reimbursements	430.00
64-03	Life Insurance	320.00
64-04	Long Term Disability	420.00
64-05	Worker's Compensation Insurance	250.00
65-01	F.I.C.A.	9,140.00
66-01	I.P.E.R.S.	11,270.00

#### Commodities

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

101-1061-423. 81-12	Computer Services	10,000.00
81-92	Technology services	35,000.00
89-20	Adult Books	40,000.00
89-21	Young Adult Books	13,100.00
89-22	Youth Books	39,500.00
89-23	Large Print Books	6,000.00
89-24	Audio	8,000.00
89-25	Video	41,000.00
89-26	Non-print Resources	19,000.00
89-29	Newspapers	1,100.00
89-31	Periodicals	6,000.00

89-35	Youth Audio	8,800.00
89-36	Youth Video	10,500.00
89-37	Young Adult Audio	2,000.00
89-38	Young Adult Video	1,000.00

Capital

101-1061-423.	93-01	Capital Reserve	133,530.00
	92-01	Structures: Maker Space	0.00

TOTAL LIBRARY: 2,183,400.00

COMMUNITY DEVELOPMENT:

RECREATION & COMMUNITY PROGRAMS ADMINISTRATION

Personal Services

101-2203-423.	61-01	Salaries & Wages (Reg)	122,820.00
	61-02	Part-time	4,020.00
	62-01	Payroll Accrual	540.00
	62-02	Severance Accrual	2,000.00
	64-01	Health Insurance Premiums	15,980.00
	64-02	Health Insurance Reimbursements	290.00
	64-03	Life Insurance	370.00
	64-04	Long Term Disability	490.00
	64-05	Worker's Compensation Insurance	270.00
	65-01	F.I.C.A.	9,700.00
	66-01	I.P.E.R.S.	11,970.00

Commodities

101-2203-423.	71-01	Office Supplies	50.00
	72-19	Printing	200.00

Services and Charges

101-2203-423.	81-06	Publications	200.00
	81-12	Computer Services	26,860.00
	83-04	Membership Dues	500.00
	83-05	Travel	400.00
	83-06	Education & Training	400.00
	84-01	Operating Insurance	1,930.00
	87-05	Vehicle Maintenance	4,130.00
	88-09	Tourism Office	21,880.00
	88-10	Black Hawk County Health Dept.	13,000.00
	88-16	Visitors & Convention Bureau	437,500.00
	88-17	Cedar Falls Band	35,000.00
	88-35	Tourism Administrative	25,000.00
	88-36	Trail Fund Maintenance/Reserve	43,750.00
	88-38	Cedar Valley Soccer	10,000.00
	88-43	Tourism Marketing Fund	78,750.00
	88-44	Community Center Support	60,000.00
	88-49	HLS Capital	30,620.00

TOTAL RECREATION & COMMUNITY PROGRAMS ADMINISTRATION 958,620.00

COMMUNITY DEVELOPMENT ADMINISTRATION

Personal Services

101-2205-432.	61-01	Salaries & Wages (Reg)	139,490.00
	61-02	Part-Time	470.00
	61-03	Overtime	1,550.00
	62-01	Payroll Accrual	620.00

62-02	Severance Accrual	2,280.00
64-01	Health Insurance Premiums	14,350.00
64-02	Health Insurance Reimbursements	220.00
64-03	Life Insurance	430.00
64-04	Long Term Disability	560.00
64-05	Worker's Compensation Insurance	300.00
65-01	F.I.C.A.	9,820.00
66-01	I.P.E.R.S.	13,210.00

Commodities

101-2205-432.	71-01	Office Supplies	860.00
	71-06	Office Equipment Supplies	90.00
	72-01	Operating Supplies	190.00
	72-11	Books	700.00
	72-19	Printing Supplies	650.00
	72-25	Mileage	480.00
	72-60	Safety Supplies	50.00
	72-99	Postage	500.00
	73-01	Repair & Maintenance	950.00

Services and Charges

101-2205-432.	81-12	Computer Services	5,700.00
	82-01	Telephone	2,000.00
	83-04	Membership dues	1,000.00
	83-05	Travel	2,500.00
	83-06	Education & Training	1,000.00
	84-01	Operating Insurance	410.00
	86-01	Repair & Maintenance	200.00
	86-09	Office Machine Maintenance	750.00

Capital Outlay

101-2205-432.	93-01	Equipment	100.00
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TOTAL CD/ADMINISTRATION:

201,430.00

INSPECTION SERVICES DIVISION

Personal Services

101-2235-412.	61-01	Salaries & Wages (Reg)	559,210.00
	61-02	Part-time	52,590.00
	61-03	Overtime	20,000.00
	62-01	Payroll Accrual	2,480.00
	62-02	Severance Accrual	9,110.00
	64-01	Health Insurance Premiums	103,540.00
	64-02	Health Insurance Reimbursements	1,690.00
	64-03	Life Insurance	1,730.00
	64-04	Long Term Disability	2,260.00
	64-05	Worker's Compensation Insurance	7,340.00
	65-01	F.I.C.A.	48,340.00
	66-01	I.P.E.R.S.	59,640.00

Commodities

101-2235-412.	71-01	Office Supplies	3,100.00
	72-08	Photography	150.00
	72-11	Books, Magazines & Periodicals	2,500.00
	72-16	Tools	500.00
	72-17	Uniforms	2,080.00
	72-19	Printing & Supplies	2,400.00
	72-60	Safety Supplies	1,200.00

72-99	Postage	2,300.00
<u>Services and Charges</u>		
101-2235-412. 81-01	Professional Services	1,000.00
81-12	Computer Services	26,780.00
82-01	Telephone	7,020.00
83-04	Membership Dues	3,100.00
83-05	Travel	5,600.00
83-06	Education	5,200.00
84-01	Operating Insurance	1,930.00
87-05	Vehicle Maintenance	22,420.00
89-15	Credit Card Charges	20,000.00

Capital Outlay

101-2235-412. 93-01	Equipment	750.00
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TOTAL INSPECTION SERVICES DIVISION:

975,960.00

PLANNING & COMMUNITY SERVICES DIVISION

Personal Services

101-2245-442. 61-01	Salaries & Wages (Reg)	348,620.00
61-02	Part-time	2,500.00
61-03	Overtime	1,000.00
62-01	Payroll Accrual	1,550.00
62-02	Severance Accrual	5,680.00
64-01	Health Insurance Premiums	29,600.00
64-02	Health Insurance Reimbursements	840.00
64-03	Life Insurance	1,080.00
64-04	Long Term Disability	1,390.00
64-05	Worker's Compensation Insurance	740.00
65-01	F.I.C.A.	26,930.00
66-01	I.P.E.R.S.	33,240.00

Commodities

101-2245-442. 71-01	Office Supplies	1,020.00
72-01	Operating Supplies	490.00
72-08	Film & Processing	500.00
72-11	Books & Magazines	650.00
72-19	Printing	2,600.00
72-25	Mileage	190.00
72-60	Safety	150.00
72-99	Postage	4,200.00

Services and Charges

101-2245-442. 81-01	Professional Services	13,000.00
81-12	Computer Services	28,030.00
81-16	Zoning Ordinance	60,000.00
81-18	INRCOG	13,090.00
81-25	Promotional Tapes & Adv.	8,000.00
81-31	Services, Business Retention & Expansion	1,500.00
82-01	Telephone	1,900.00
83-04	Memberships	1,900.00
83-05	Travel & Meals	2,700.00
83-06	Education & Training	2,350.00
84-01	Operating Insurance	2,010.00
86-01	Repair & Maintenance	2,100.00
89-79	Single Family Conversion Incentive	100,000.00

Capital Outlay

101-2245-442.	93-01	Equipment	90.00
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TOTAL PLANNING &amp; COMMUNITY SERVICES DIVISION:

699,640.00

## RECREATION SERVICES DIVISION

Personal Services

101-2253-423.	61-01	Salaries & Wages (Reg)	311,650.00
	61-09	Wellness & Facility Supervisor	41,870.00
	61-10	General Maintenance Receptionist	8,900.00
	61-11	Youth Softball/Baseball Wages	9,000.00
	61-12	Playground Wages	60,000.00
	61-14	Center Wages	109,000.00
	61-15	Youth Sports/Active Wages	18,500.00
	61-16	Maintenance Wages	10,000.00
	61-17	Adult Sports/Active Wages	8,800.00
	61-24	Swim Lesson Instructor Wages	36,000.00
	61-25	Adult Exercise Wages	63,000.00
	61-26	Special Event Wages	3,400.00
	61-27	Child Care Wages	13,900.00
	61-30	Indoor Pool Head-Lifeguard Wages	20,000.00
	61-31	Indoor Pool Lifeguard Wages	19,000.00
	61-35	Outdoor Pool Manager	12,500.00
	61-36	Outdoor Pool Assistant Manager	22,000.00
	61-37	Outdoor Pool Lifeguard Wages	138,000.00
	61-39	Outdoor Pool Cashier	13,400.00
	61-40	Outdoor Pool Concession Wages	39,000.00
	61-41	Outdoor Pool Maintenance Wages	21,000.00
	62-01	Payroll Accrual	1,380.00
	62-02	Severance Accrual	5,080.00
	64-01	Health Insurance Premiums	54,660.00
	64-02	Health Insurance Reimbursements	760.00
	64-03	Life Insurance	950.00
	64-04	Long Term Disability	1,250.00
	64-05	Worker's Compensation Insurance	14,340.00
	65-01	F.I.C.A.	73,650.00
	66-01	I.P.E.R.S.	92,410.00

Commodities

101-2253-423.	71-01	Office Supplies	14,000.00
	72-19	Printing	2,000.00
	72-25	Mileage	200.00
	72-28	Playground and Camp Supplies	23,000.00
	72-30	Drop-In Equipment & Supplies	9,000.00
	72-31	Youth Sports/Active Equipment	26,000.00
	72-32	Adult Sports Supplies	13,000.00
	72-37	General Misc. Program Supplies	1,000.00
	72-38	Staff Shirts	2,000.00
	72-41	Concessions (Pool)	42,000.00
	72-42	Swim Program	3,000.00
	72-43	Rec Concessions	0.00
	72-44	Exercise Equipment Repairs	7,000.00
	72-47	Adult Exercise Equipment/Supplies	12,000.00
	72-49	Child Care Supplies	200.00
	72-50	Special Event Supplies	3,500.00

73-16	Beach House	5,000.00
73-17	Chemical - Pool	14,500.00

#### Services and Charges

101-2253-423.	81-01	Professional Services	18,000.00
	81-04	Jr. Golf Transfer	0.00
	81-12	Computer Services	54,570.00
	82-01	Telephone	4,000.00
	83-04	Membership Dues	350.00
	83-05	Travel	1,350.00
	83-06	Education & Training	1,000.00
	84-01	Operating Insurance	3,920.00
	85-01	Utilities (Center & Ball field)	75,000.00
	85-05	Utilities (Pool)	86,000.00
	86-30	Maintenance & Repair (General)	40,000.00
	86-31	Maintenance & Repair (Pool)	58,000.00
	87-04	C.F. Schools' Facilities Rental	30,000.00
	87-05	Vehicle Maintenance	18,590.00
	87-06	Beach House Reserve	5,000.00
	89-04	Sales Tax	75,000.00
	89-06	Operations (Indoor Pool)	52,000.00
	89-14	Refunds	5,000.00
	89-15	Credit Card Charge	25,000.00

#### Capital Outlay

101-2253-423.	92-01	Structures, Improvements & Buildings	0.00
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TOTAL RECREATION SERVICES DIVISION:

1,953,580.00

#### CULTURAL SERVICES

##### Personal Services

101-2280-423.	61-01	Salaries & Wages (Reg)	60,420.00
	61-50	Coordinators	211,360.00
	61-54	Instructors	35,000.00
	61-56	Community Program Personnel	0.00
	62-01	Payroll Accrual	270.00
	62-02	Severance Accrual	990.00
	64-01	Health Insurance Premiums	4,620.00
	64-02	Health Insurance Reimbursements	190.00
	64-03	Life Insurance	190.00
	64-04	Long Term Disability	240.00
	64-05	Worker's Compensation Insurance	600.00
	64-06	Unemployment	0.00
	65-01	F.I.C.A.	22,050.00
	66-01	I.P.E.R.S.	27,210.00

##### Commodities

101-2280-423.	71-01	Office Supplies	2,000.00
	72-11	Dues, Books & Magazines	500.00
	72-25	Mileage	100.00
	72-70	Classroom Supplies	7,500.00
	72-71	Gallery Supplies	4,000.00
	72-72	Products for Resale	2,000.00
	72-73	Grounds Supplies	3,000.00
	72-74	Volunteer/Services Supplies	2,500.00
	72-99	Postage	2,000.00
	73-01	Repair & Maintenance	1,000.00



Services and Charges

101-2280-423.	81-01	Professional Service Contracts	12,000.00
	81-06	Printing and Publications	6,000.00
	81-12	Computer Services	13,220.00
	81-60	Exhibition fees	3,500.00
	81-61	Promotions	6,000.00
	82-01	Telephone	2,500.00
	83-04	Dues & Memberships	750.00
	83-05	Travel (Food/Mileage/Lodging)	1,800.00
	83-06	Education & Training	1,000.00
	84-01	Operating Insurance	950.00
	85-01	Utilities & Heating	14,000.00
	86-01	Repair & Maintenance	3,000.00
	87-05	Vehicle Maintenance	5,440.00
	88-21	Public Art	17,500.00
	89-01	Miscellaneous	500.00
	89-14	Refunds	600.00
	89-15	Credit Card Charges	1,500.00

Capital Outlay

101-2280-423.	92-01	Structures, Improvements & Buildings	0.00
	93-01	Equipment	4,000.00

TOTAL CULTURAL SERVICES:

482,000.00

## PUBLIC WORKS:

## CEMETERY SECTION

Personal Services

101-6613-433.	61-01	Salaries & Wages (Reg)	120,730.00
	61-02	Part-time	77,550.00
	61-03	Overtime	3,500.00
	62-01	Payroll Accrual	530.00
	62-02	Severance Accrual	1,970.00
	64-01	Health Insurance Premiums	27,330.00
	64-02	Health Insurance Reimbursements	380.00
	64-03	Life Insurance	370.00
	64-04	Long Term Disability	480.00
	64-05	Worker's Compensation Insurance	3,760.00
	64-06	Unemployment	0.00
	65-01	F.I.C.A.	15,440.00
	66-01	I.P.E.R.S.	19,050.00

Commodities

101-6613-433.	72-01	Operating Supplies	15,000.00
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Services and Charges

101-6613-433.	81-12	Computer Services	8,730.00
	82-01	Telephone	1,000.00
	84-01	Operating Insurance	630.00
	85-01	Utilities	8,000.00
	86-01	Repair & Maintenance	1,000.00
	87-05	Vehicle Maintenance	28,760.00

Capital Outlay

101-6613-433.	92-01	Structures, Improve. & Buildings, Road Improve., Signs	1,000.00
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TOTAL CEMETERY SECTION:

335,210.00

## GOLF SECTION

### Personal Services

101-6623-423.	61-01	Salaries & Wages (Reg)	0.00
	62-01	Payroll Accrual	0.00
	62-02	Severance Accrual	0.00
	64-01	Health Insurance Premiums	0.00
	64-02	Health Insurance Reimbursements	0.00
	64-03	Life Insurance	0.00
	64-04	Long Term Disability	0.00
	64-05	Worker's Compensation Insurance	0.00
	65-01	F.I.C.A.	0.00
	66-01	I.P.E.R.S.	0.00

### Commodities

101-6623-423.	72-01	Operating Supplies	0.00
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### Services and Charges

101-6623-423.	81-12	Computer Services	1,950.00
	82-01	Telephone	1,750.00
	84-01	Operating Insurance	140.00
	85-01	Utilities	10,000.00
	86-01	Repair & Maintenance	5,000.00
	87-05	Vehicle Maintenance	22,490.00

TOTAL GOLF SECTION:

41,330.00

## ENGINEERING SERVICES DIVISION

### Personal Services

101-6625-432.	61-01	Salaries & Wages (Reg)	860,640.00
	61-02	Part-Time	32,070.00
	61-03	Overtime	30,000.00
	62-01	Payroll Accrual	3,800.00
	62-02	Severance Accrual	14,030.00
	64-01	Health Insurance Premiums	133,640.00
	64-02	Health Insurance Reimbursements	2,370.00
	64-03	Life Insurance	2,650.00
	64-04	Long Term Disability	3,460.00
	64-05	Worker's Compensation Insurance	12,520.00
	65-01	F.I.C.A.	70,590.00
	66-01	I.P.E.R.S.	87,090.00

### Commodities

101-6625-432.	71-01	Office Supplies	2,000.00
	72-08	Photography	200.00
	72-11	Books, magazines & periodicals	800.00
	72-16	Tools	400.00
	72-17	Uniforms	1,000.00
	72-18	Survey	4,500.00
	72-19	Printing & supplies	1,000.00
	72-25	Mileage	200.00
	72-26	Testing & Lab	200.00
	72-60	Safety Supplies	1,800.00
	72-99	Postage	1,600.00
	73-05	Operating Equipment	5,500.00

Services and Charges

101-6625-432.	81-12	Computer Services	41,760.00
	81-44	USGS River Gauge	12,000.00
	82-01	Telephone	9,000.00
	83-04	Membership Dues	1,800.00
	83-05	Travel	2,950.00
	83-06	Education & Training	4,700.00
	84-01	Operating Insurance	3,000.00
	86-01	Operating Equipment	2,500.00
	86-25	Engineering & Architecture	50,000.00
	86-29	Lab & Testing	1,000.00
	87-05	Vehicle Maintenance	45,470.00

Capital Outlay

101-6625-432.	93-01	Equipment	5,000.00
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TOTAL ENGINEERING SERVICES DIVISION:

1,451,240.00

## PARK SECTION

Personal Services

101-6633-423.	61-01	Salaries & Wages (Reg)	289,500.00
	61-02	Part-time	350,470.00
	61-03	Overtime	5,000.00
	62-01	Payroll Accrual	1,280.00
	62-02	Severance Accrual	4,720.00
	64-01	Health Insurance Premiums	68,320.00
	64-02	Health Insurance Reimbursements	950.00
	64-03	Life Insurance	880.00
	64-04	Long Term Disability	1,160.00
	64-05	Worker's Compensation Insurance	7,920.00
	64-06	Unemployment Insurance	36,050.00
	65-01	F.I.C.A.	44,160.00
	66-01	I.P.E.R.S.	60,880.00

Commodities

101-6633-423.	71-01	General Office Supplies	500.00
	72-01	Operating Supplies	131,410.00

Services and Charges

101-6633-423.	81-01	Contracts	14,000.00
	81-12	Computer Services	35,550.00
	82-01	Telephone	3,850.00
	83-04	Membership Dues	450.00
	83-05	Travel	720.00
	83-06	Education & Training	1,040.00
	84-01	Operating Insurance	2,560.00
	85-01	Utilities	33,000.00
	86-01	Repair & Maintenance	11,000.00
	87-05	Vehicle Maintenance	426,100.00

Capital Outlay

101-6633-423.	92-01	Structures, Improvements & Buildings	125,000.00
	93-01	Equipment	15,000.00

TOTAL PARK SECTION:

1,671,470.00

PUBLIC BUILDINGS:

Personal Services

101-6616-446.	61-01	Salaries & Wages (Reg)	91,820.00
	61-02	Part-time	0.00
	61-03	Overtime	780.00
	62-01	Payroll Accrual	410.00
	62-02	Severance Accrual	1,500.00
	64-01	Health Insurance Premiums	20,500.00
	64-02	Health Insurance Reimbursements	380.00
	64-03	Life Insurance	280.00
	64-04	Long Term Disability	370.00
	64-05	Worker's Compensation Insurance	1,880.00
	65-01	F.I.C.A.	7,080.00
	66-01	I.P.E.R.S.	8,740.00

Commodities

101-6616-446.	72-01	Operating Supplies	67,000.00
	72-17	Uniforms	1,500.00
	72-54	Building	3,430.00
	73-05	Operating Equipment	15,000.00
	73-06	Building Repair	51,000.00

Services and Charges

101-6616-446.	81-08	Pest Control	2,130.00
	81-12	Computer Services	22,600.00
	82-01	Telephone	1,000.00
	82-04	Radio	300.00
	84-01	Operating Insurance	1,660.00
	85-01	Public Utility Services	127,000.00
	86-02	Building & Grounds	283,020.00
	86-14	Mechanical Equipment Servicing	15,000.00
	86-30	Maintenance & Upkeep	6,000.00
	87-05	Vehicle Maintenance	6,770.00

Capital Outlay

101-6616-446.	93-01	Equipment	38,000.00
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TOTAL PUBLIC BUILDINGS SECTION:

775,150.00

PUBLIC SAFETY SERVICES:

FIRE DIVISION

Personal Services

101-4511-414.	61-01	Salaries & Wages (Reg)	1,920,570.00
	61-02	Part-time	17,710.00
	61-03	Overtime	25,000.00
	61-78	Part-time - POC/PSO Program	230,710.00
	62-01	Payroll Accrual	9,520.00
	62-02	Severance Accrual	35,070.00
	64-01	Health Insurance Premiums	322,300.00
	64-02	Health Insurance Reimbursements	4,690.00
	64-03	Life Insurance	5,750.00
	64-04	Long Term Disability	8,600.00
	65-01	F.I.C.A.	33,560.00
	66-01	I.P.E.R.S.	9,090.00

Commodities

101-4511-414.	71-01	Office Supplies	3,500.00
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72-02	Laundry	500.00
72-04	SCBA Supplies	6,000.00
72-07	EMS/Rescue Supplies	7,000.00
72-08	Camera/Photo	500.00
72-09	Equipment Repair	7,500.00
72-10	Fire Prevention	7,000.00
72-11	Dues, Books & Magazines	4,500.00
72-19	Printing	1,750.00
72-20	Firefighter Equipment Supplies	20,000.00
72-23	Radio Fees & MDC fees	13,000.00
72-77	Volunteer Recruiting & Supplies	5,000.00
72-78	Fire Investigations	500.00
72-99	Postage	3,500.00
73-02	Dormitory Furnishings	4,000.00
73-06	Building Repair	5,000.00
73-10	Headquarter Supplies	5,500.00

#### Services and Charges

101-4511-414.	81-12	Computer Services	91,590.00
	81-46	Emergency Management Agency	52,560.00
	81-71	Consolidated Dispatch	115,180.00
	81-75	NIRG	19,630.00
	82-01	Telephone	10,400.00
	83-05	Travel (Food/Mileage/Lodging)	15,500.00
	83-06	Education & Training	19,000.00
	84-01	Operating Insurance	6,580.00
	85-01	Utilities & Heating	22,000.00
	86-01	Repair & Maintenance	3,500.00
	86-50	Service Contract	9,000.00
	87-05	Vehicle Maintenance	111,410.00
	89-40	Uniform Allowance	25,000.00

#### Capital Outlay

101-4511-414.	93-01	Equipment	15,000.00
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TOTAL FIRE DIVISION:

3,233,670.00

#### POLICE DIVISION

##### Personal Services

101-5521-415.	61-01	Salaries & Wages (Reg)	3,892,280.00
	61-02	Part-time	61,080.00
	61-03	Overtime - Regular	56,000.00
	61-05	Comm. Service Officers	91,750.00
	61-70	Overtime - Holiday	14,000.00
	61-77	Reserve-External	14,000.00
	61-78	Reserve - Paid On-Call Program	67,050.00
	62-01	Payroll Accrual	17,460.00
	62-02	Severance Accrual	64,300.00
	64-01	Health Insurance Premiums	527,740.00
	64-02	Health Insurance Reimbursements	10,300.00
	64-03	Life Insurance	3,330.00
	64-04	Long Term Disability	15,780.00
	65-01	F.I.C.A.	135,730.00
	66-01	I.P.E.R.S.	25,510.00

##### Commodities

101-5521-415.	71-01	Office Supplies	6,500.00
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71-04	Tickets	2,000.00
71-05	Advertising & Notices	400.00
71-07	Code Enforcement	6,000.00
72-01	Operating Supplies	22,000.00
72-08	Photo & Identification	11,000.00
72-11	Magazines & Subscriptions	2,500.00
72-19	Printing	3,750.00
72-20	Officers' Equipment	40,000.00
72-21	Community Service Projects	3,500.00
72-23	Radio Fees & MDC fees	30,000.00
72-24	Ammunition	26,000.00
72-29	MIRT Equipment	3,500.00
72-33	Police Auxiliary Program	6,000.00
72-34	Community Srvc. Officer Program	2,500.00
72-99	Postage	2,400.00

Services and Charges

101-5521-425.	81-20	Humane Society	100,000.00
	81-21	After Hours Animal Control	2,000.00
101-5521-415.	81-01	Professional Services	4,000.00
	81-12	Computer Services	216,540.00
	81-58	Witness fees/Subpoenas	2,500.00
	81-70	Contract Services	2,500.00
	81-71	Consolidated Dispatch	230,350.00
	82-01	Telephone	22,400.00
	83-04	Dues & Memberships	3,000.00
	83-05	Travel (Food/Mileage/Lodging)	25,000.00
	83-06	Education & Training	40,000.00
	84-01	Operating Insurance	11,180.00
	85-01	Utilities	1,000.00
	86-05	Equipment Repairs	10,000.00
	86-06	Weapon Maintenance	1,500.00
	87-05	Vehicle Maintenance	302,160.00
	89-40	Uniform Allowance	33,000.00
	89-43	Buy Money	1,000.00

Capital Outlay

101-5521-415.	93-01	Equipment	106,750.00
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TOTAL POLICE DIVISION:	6,279,240.00
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TOTAL GENERAL FUND:	26,805,760.00
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## OTHER FUNDS

### CABLE TELEVISION FUND

#### Personal Services

254-1088-431.	61-01	Salaries & Wages (Reg)	204,780.00
	61-02	Part-time	36,500.00
	61-03	Overtime	1,000.00
	62-01	Payroll Accrual	910.00
	62-02	Severance Accrual	3,340.00
	64-01	Health Insurance Premiums	51,910.00
	64-02	Health Insurance Reimbursements	720.00
	64-03	Life Insurance	630.00
	64-04	Long Term Disability	820.00
	64-05	Worker's Compensation Insurance	730.00
	65-01	F.I.C.A.	18,470.00
	66-01	I.P.E.R.S.	22,780.00

#### Commodities

254-1088-431.	71-05	Advertising	200.00
	72-01	Operating Supplies	9,000.00
	73-01	Repair & Maintenance Supplies	3,000.00

#### Services and Charges

254-1088-431.	81-12	Computer Services	16,630.00
	81-37	Legal Services	5,000.00
	82-01	Telephone	1,300.00
	83-05	Travel (Food/Mileage/Lodging)	1,500.00
	83-06	Education & Training	1,000.00
	84-01	Operating Insurance	5,930.00
	86-01	Repair & Maintenance	5,000.00
	87-05	Vehicle Maintenance Fund	11,730.00
	89-18	Community Programming	35,000.00

#### Capital Outlay

254-1088-431.	92-01	Structures, Improvements & Buildings	180,000.00
	93-01	Equipment	215,000.00

#### Transfers

254-1088-481.	50-01	General Fund Transfer	27,530.00
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TOTAL CABLE TELEVISION FUND:

860,410.00

### DATA PROCESSING FUND

#### Personal Services

606-1078-441.	61-01	Salaries & Wages (Reg)	352,890.00
	61-02	Part-Time	31,620.00
	61-03	Overtime	210.00
	62-01	Payroll Accrual	1,560.00
	62-02	Severance Accrual	5,740.00
	64-01	Health Insurance Premiums	59,260.00
	64-02	Health Insurance Reimbursements	950.00
	64-03	Life Insurance	1,090.00
	64-04	Long Term Disability	1,420.00
	64-05	Worker's Compensation Insurance	2,080.00
	65-01	F.I.C.A.	29,430.00
	66-01	I.P.E.R.S.	36,320.00

Commodities

606-1078-441.	71-01	Office Supplies	7,500.00
	72-01	Operating Supplies	3,500.00

Services and Charges

606-1078-441.	81-01	Professional Services	1,000.00
	81-40	Public Information Program: Currents	32,500.00
	81-41	EGOV	30,000.00
	81-42	CJIS Operations & System Expansion	25,000.00
	81-43	Library Computer Services	35,000.00
	81-70	Contract Services	30,000.00
	82-01	Telephone	6,000.00
	82-30	Fiber Optics	53,600.00
	83-05	Travel (Food/Mileage/Lodging)	1,500.00
	83-06	Education & Training	6,000.00
	84-01	Operating Insurance	10,430.00
	86-01	Repair Maintenance	30,000.00
	86-10	Software Support Agreements	178,500.00

Capital Outlay

606-1078-441.	93-01	Equipment	216,330.00
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TOTAL DATA PROCESSING FUND:

1,189,430.00

## PARKING FUND

Personal Services

258-5531-435.	61-01	Salaries & Wages (Reg)	16,310.00
	61-02	Part-time	112,040.00
	62-01	Payroll Accrual	70.00
	62-02	Severance Accrual	270.00
	64-01	Health Insurance	5,060.00
	64-02	Health Insurance Reimbursement	70.00
	64-03	Life Insurance	60.00
	64-04	Long Term Disability	70.00
	64-05	Worker's Compensation Insurance	1,530.00
	65-01	F.I.C.A.	9,820.00
	66-01	I.P.E.R.S.	12,120.00

Commodities

258-5531-435.	71-01	Office Supplies	500.00
	71-04	Ticket Envelopes	3,000.00
	72-01	Operating Supplies	3,000.00
	72-17	Uniforms	500.00
	72-99	Postage	500.00

Services and Charges

258-5531-435.	81-12	Computer Services	8,670.00
	81-22	Consultant - Parking Study	75,000.00
	81-48	Contract Services	50,000.00
	82-01	Telephone	650.00
	84-01	Operating Insurance	2,250.00
	86-01	Repair & Maintenance	500.00
	87-05	Vehicle Maintenance Fund	6,860.00

Capital Outlay

258-5531-435.	92-01	Structures, Improvements & Buildings	100,000.00
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Transfers

258-5531-485. 50-01	Transfers to General Fund	13,660.00
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TOTAL PARKING FUND:	422,510.00
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## VEHICLE REPLACEMENT FUND

Capital Outlay

685-6698-446. 93-01	Equipment	304,000.00
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TOTAL VEHICLE REPLACEMENT FUND:	304,000.00
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## DEBT SERVICE FUND

311-1801-468. 41-17	2009A Capital Loan Notes-TIF/Princ.	160,000.00
41-37	2012 Sewer Financing Principal	855,000.00
41-38	2016 Sewer Bonds Principal	570,000.00
41-67	2016 GO Bonds	260,000.00
41-63	2009 Capital Loan Notes/Princ.	220,000.00
41-36	Sewer SRF Loan/Princ.	308,000.00
41-39	2018 Sewer Bonds	185,000.00
41-68	2018 GO Bonds	240,000.00
41-40	2018 Stormwater Bonds Principal	80,000.00
42-17	2009A Capital Loan Notes-TIF/Inter.	31,030.00
42-37	2012 Sewer Financing Interest	322,840.00
42-38	2016 Sewer Bonds Interest	111,100.00
42-67	2016 Go Bonds/Interest	38,500.00
42-63	2009 Capital Loan Notes/Inter.	7,370.00
42-36	Sewer SRF Loan/Interest	173,750.00
42-39	2018 Sewer Bonds/Interest	92,900.00
42-40	2018 Stormwater Bonds Interest	39,500.00
42-68	2018 Go Bonds/Interest	122,850.00
42-69	2020 GO Bonds Interest	97,890.00

311-1801-481. 50-00	TIF Transfers	2,544,280.00
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TOTAL DEBT SERVICE FUND:	6,460,010.00
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## HOSPITAL FUND

Services and Charges

215-1230-421. 88-45	Community Health Care Program	188,440.00
215-1230-421. 89-45	Farm Taxes	12,000.00

TOTAL HOSPITAL FUND:	200,440.00
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## TRUST AND AGENCY FUND

292-5521-415. 53-01	Police Retirement	925,290.00
292-5521-415. 54-01	Police Work Comp	67,780.00
293-4511-414. 53-02	Fire Retirement	507,160.00
293-4511-414. 54-02	Fire Work Comp	115,250.00

Transfers

724-0000-487. 50-01	Transfers to General Fund	1,199,680.00
724-0000-487. 50-03	Transfers to S.S.M.I.D. - downtown	175,100.00
724-0000-487. 50-06	Transfers to S.S.M.I.D. - college hill	26,400.00

TOTAL TRUST AND AGENCY FUND:	3,016,660.00
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## GENERAL OBLIGATION BOND FUND

### Capital Outlay

437-1220-431.	98-67	Hudson Rd. Recreation Trail Phase IV	16,000.00
	98-80	Infrastructure Oversizing	50,000.00
	98-69	Project Seeding	25,000.00
438-1220-431.	95-01	Bond Fees	50,000.00
	95-02	Capitalized Interest	150,000.00
	95-12	Greenhill Road Extension	290,000.00
	95-27	Union Rd. Trail Phase II	375,000.00
	95-48	Bunker Gear	30,000.00
	98-11	Peet Tennis Court Renovations	15,000.00
	98-59	Olive St. Box Culvert	200,000.00
	98-62	Clay Street Park Drainage	96,500.00
	98-66	Sidewalk Infill	55,000.00
	98-69	Sidewalk Reconstruction Program	40,000.00
	98-77	Center Street Improvements	450,000.00
	98-83	Cedar Heights Drive Reconstruction	400,000.00
	98-84	South Main St. Parking Lot	60,000.00
	98-85	Lake Street Trail	395,000.00

TOTAL GENERAL OBLIGATION BOND FUND: 2,697,500.00

### TIF BOND FUND

430-1220-431.	92-54	Downtown Streetscape	1,251,200.00
	94-29	College Hill Maintenance & Improvements	10,000.00
	95-76	Downtown Maintenance & Improvements	10,000.00
	97-53	W. 22nd St. Realignment & Expansion	35,000.00
	97-54	Venture Way Street Extension	67,500.00
	97-55	Gibson Property Development	200,000.00
	97-56	Prairie Parkway Landscaping	120,000.00
	97-69	Hwy. 58 Interesection & Viking Rd. LT Improvements	3,748,330.00
	97-79	Ridgeway Ave. Reconstruction	175,000.00
	97-80	North Industrial Park Insurance & Maintenance	30,000.00
	97-81	Industrial Park Land Acquisition	4,200,000.00
	97-82	Downtown Brick Replacement	700,000.00
	97-87	River Place Development	650,000.00
	97-99	Mill Race	33,000.00
	98-21	Comprehensive Plan & Zoning Code Updates	140,000.00

TOTAL TIF BOND FUND: 11,370,030.00

### STREET REPAIR FUND

#### Capital Outlay

242-1240-431.	92-44	Street Reconstruction	2,175,000.00
	92-46	Street Restoration	2,175,000.00
	92-59	Center Street Railroad Crossing	100,000.00
	92-51	Seal Coat	100,000.00
	92-53	West 1st St.	2,410,800.00
	92-84	Cedar Heights Drive	0.00
	95-16	University Avenue	2,000.00
	92-66	Univ. Ave. Frontage Roads	0.00
	92-67	West 20th St. Box Culvert	0.00
	92-69	Walnut Street Bridge Updates	400,000.00

TOTAL STREET REPAIR FUND: 7,362,800.00

## CAPITAL PROJECTS FUND

### Capital Outlay

443-1220-431.	50-01	Design/Construction/Inspection	400,000.00
	94-90	Downtown TIF-SSMD Reimbursement	25,030.00
	98-03	Code Enforcement, Property Clean-up, Condemnation	40,000.00
	98-04	Property Acquisitions	70,000.00
	98-35	Northern Cedar Falls Landscaping Improvements	25,000.00
	98-40	Public Safety Building	369,630.00

TOTAL CAPITAL PROJECTS FUNDS:	929,660.00
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## FLOOD RESERVE FUND

405-1220-431.	98-77	Center Street Improvements	375,000.00
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TOTAL FLOOD RESERVE FUNDS:	375,000.00
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## COMMUNITY CENTER AND SENIOR SERVICES FUND

### Personal Services

262-1092-423.	61-02	Part-Time	37,020.00
	64-05	Worker's Compensation	540.00
	65-01	FICA	2,830.00
	66-01	IPERS	3,500.00

### Commodities

262-1092-423.	71-01	Office Supplies	700.00
	72-01	Operating Supplies	2,400.00
	72-19	Printing	300.00
	72-99	Postage	600.00
	73-54	Promotional Materials	400.00

### Services and Charges

262-1092-423	81-12	Computer Services	1,630.00
	82-01	Telephone	750.00
	84-01	Insurance	470.00
	85-01	Utilities	15,000.00
	86-01	Repairs & Maintenance	4,000.00
	87-01	Contract Rentals	1,000.00
	89-08	Trips Buses	12,000.00

### Capital Outlay

262-1092-423.	93-01	Equipment	500.00
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### Transfers

262-1092-483.	50-01	Transfer to General Fund	14,240.00
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TOTAL COMMUNITY CENTER & SENIOR SERVICES FUND:	97,880.00
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## BLOCK GRANT FUND

### Personal Services

223-2224-432.	61-01	Salaries & Wages (Reg)-PPM	4,261.00
	61-02	Part-Time	1,640.00
	62-01	Payroll Accrual-PPM	16.00
	62-02	Severance Accrual-PPM	68.00

64-01	Health Insurance Premiums-PPM	687.00
64-02	Health Insurance Reimbursements-PPM	0.00
64-03	Life Insurance-PPM	18.00
64-04	Long Term Disability-PPM	17.00
64-05	Worker's Compensation Insurance-PPM	13.00
65-01	F.I.C.A.-PPM	457.00
66-01	I.P.E.R.S.-PPM	550.00

Commodities

223-2224-432.	71-01	Office Supplies	100.00
	72-01	Operating Supplies	150.00
	72-11	Books, Magazines & Dues	100.00
	72-19	Printing	100.00
	72-25	Mileage	50.00
	72-99	Postage	150.00

Services and Charges

223-2224-432.	81-01	Contracted Services	80,000.00
	81-12	Computer Services	6,110.00
	82-01	Telephone	300.00
	83-05	Travel (Food/Mileage/Lodging)	1,000.00
	83-06	Education & Training	1,000.00
	84-01	Operating Insurance	950.00
	86-01	Equipment Maintenance	160.00

Personal Services

223-2234-432.	61-01	Salaries & Wages	3,169.00
	62-01	Payroll Accrual - HR	14.00
	62-02	Severance Accrual - HR	52.00
	64-01	Health Insurance Premiums - HR	683.00
	64-02	Health Insurance Reimbursements - HR	10.00
	64-03	Life Insurance - HR	12.00
	64-04	Long Term Disability - HR	13.00
	64-05	Worker's Compensation Insurance - HR	7.00
	65-01	F.I.C.A - HR	243.00
	66-01	I.P.E.R.S. - HR	300.00

Services and Charges

223-2234-432.	89-50	Housing Rehabilitation	154,670.00
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TOTAL BLOCK GRANT FUND:

257,070.00

HOUSING VOUCHERS FUND

Personal Services

217-2214-432.	61-01	Salaries & Wages (Reg)	66,380.00
	61-02	Part-Time	3,920.00
	61-03	Overtime	1,040.00
	62-01	Payroll Accrual	290.00
	62-02	Severance Accrual	1,080.00
	64-01	Health Insurance Premiums	14,340.00
	64-02	Health Insurance Reimbursements	200.00
	64-03	Life Insurance	210.00
	64-04	Long Term Disability	270.00
	64-05	Worker's Compensation Insurance	150.00
	65-01	F.I.C.A.	5,460.00
	66-01	I.P.E.R.S.	6,740.00

Commodities

217-2214-432.	71-01	Office Supplies	300.00
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72-01	Operating Supplies	440.00	
72-11	Books, Magazines & Dues	700.00	
72-25	Mileage	100.00	
72-99	Postage	1,500.00	
<u>Services and Charges</u>			
217-2214-432.	81-01 Professional Services	4,500.00	
	81-12 Computer Services	38,530.00	
	82-01 Telephone	700.00	
	83-05 Travel (Food/Mileage/Lodging)	1,000.00	
	83-06 Education & Training	1,000.00	
	84-01 Operating Insurance	4,140.00	
	89-61 Housing Assistance - Occupied	1,173,000.00	
	89-63 Housing Assistance - Damages	8,000.00	
	89-65 Administrative Fee Due Others	2,500.00	
TOTAL HOUSING VOUCHERS FUND:			1,336,490.00
STORM WATER FUND			
<u>Personal Services</u>			
555-2230-432.	61-01 Salaries & Wages (Reg)	170,680.00	
	61-02 Part-Time	2,000.00	
	61-03 Overtime	3,000.00	
	62-01 Payroll Accrual	760.00	
	62-02 Severance Accrual	2,780.00	
	64-01 Health Insurance Premiums	33,780.00	
	64-02 Health Insurance Reimbursements	610.00	
	64-03 Life Insurance	530.00	
	64-04 Long Term Disability	680.00	
	64-05 Worker's Compensation Insurance	4,670.00	
	65-01 F.I.C.A.	13,290.00	
	66-01 I.P.E.R.S.	16,390.00	
<u>Commodities</u>			
555-2230-432.	72-01 Operating Supplies	2,000.00	
	72-08 Photography Supplies	300.00	
	72-26 Testing & Labs	2,000.00	
	73-34 Storm Sewers	22,000.00	
<u>Services and Charges</u>			
555-2230-432.	81-12 Computer Services	30,030.00	
	81-40 Public Information	7,800.00	
	82-01 Telephone	1,500.00	
	83-04 Membership Dues	4,900.00	
	83-05 Travel	1,000.00	
	83-06 Education & Training	1,500.00	
	84-01 Insurance	6,060.00	
	86-01 Repair Maintenance	5,000.00	
	86-20 Storm Sewers	25,000.00	
	86-26 ARC Map Modeling	5,000.00	
	86-34 Billing & Collecting	57,900.00	
<u>Capital Outlay</u>			
555-2230-432.	92-01 Structures, Improve. & Bldgs.	585,000.00	
<u>Transfers</u>			
555-2230-432.	50-01 Transfers to General Fund	148,200.00	
TOTAL STORM WATER FUND:			1,154,360.00

## VISITORS & TOURISM FUND

### Personal Services

261-2291-423.	61-01	Salaries & Wages (Reg)	121,310.00
	61-02	Part-time	99,650.00
	62-01	Payroll Accrual	540.00
	62-02	Severance Accrual	1,980.00
	64-01	Health Insurance Premium	20,500.00
	64-02	Health Insurance Reimbursement	290.00
	64-03	Life	370.00
	64-04	Long Term Disability	490.00
	64-05	Worker's Compensation Insurance	3,240.00
	65-01	F.I.C.A.	16,900.00
	66-01	I.P.E.R.S.	20,860.00

### Commodities

261-2291-423.	71-01	Office Supplies	1,000.00
	72-01	Operating Supplies	1,000.00
	72-99	Postage	10,000.00
	73-52	Brochures and Publications	20,500.00
	73-53	Internet Design	10,000.00
	73-54	Promotional Items	10,000.00
	73-55	Media	66,800.00
	73-56	Research & Special Projects	2,500.00
	73-57	Gift Shop	7,000.00

### Services and Charges

261-2291-423.	81-12	Computer Services	23,030.00
	82-01	Telephone	2,700.00
	83-04	Dues & Memberships	3,000.00
	83-05	Travel	4,000.00
	83-06	Education	2,000.00
	83-07	Registration	3,000.00
	84-01	Insurance	7,320.00
	85-01	Utilities	12,000.00
	85-20	Internet Service	3,000.00
	85-21	Copier Lease & Use	250.00
	85-50	Community Awareness	5,000.00
	85-51	Events, Bids, & Sponsorships	5,000.00
	85-52	Grants	60,330.00
	88-43	Comm. Betterment Grants	28,730.00
	88-47	Economic Development Grants	67,030.00

### Capital Outlay

261-2291-423.	92-01	Structures, Improve. & Buildings	48,880.00
	93-01	Equipment	2,200.00

### Transfers

261-2291-483.	50-01	Transfers to General Fund	4,600.00
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TOTAL VISITORS & TOURISM FUND:

697,000.00

## COMMUNITY DEVELOPMENT CAPITAL RESERVES FUND

### Capital Outlay

295-2253-423.	92-01	Structures, Improve. & Bldg-Softball	15,000.00
296-6623-423.	92-01	Structures, Improve. & Bldg-Golf	176,000.00

297-2253-423.	92-01	Structures, Improve. & Bldg-Rec. Ctr.	828,000.00
298-2280-423.	92-01	Structures, Improve. & Bldg-Hearst Center	10,000.00

TOTAL COMMUNITY DEVELOPMENT CAPITAL RESERVES FUND:	1,029,000.00
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# SEWER RENTAL FUND

## O & M SEWER SECTION

### Personal Services

552-6655-436.	61-01	Salaries & Wages (Reg)	210,420.00
	61-02	Part-time	24,700.00
	61-03	Overtime	1,000.00
	62-01	Payroll Accrual	930.00
	62-02	Severance Accrual	3,430.00
	64-01	Health Insurance Premiums	54,660.00
	64-02	Health Insurance Reimbursements	760.00
	64-03	Life Insurance	650.00
	64-04	Long Term Disability	840.00
	64-05	Worker's Compensation Insurance	7,590.00
	65-01	F.I.C.A.	17,990.00
	66-01	I.P.E.R.S.	22,190.00

### Commodities

552-6655-436.	71-01	Office Supplies	200.00
	71-06	Office Equipment Supplies	200.00
	72-01	Operating Supplies	3,000.00
	72-16	Tools	1,000.00
	72-17	Uniforms	800.00
	72-19	Printing	100.00
	72-53	TV Equipment	14,000.00
	72-54	Building	2,500.00
	72-56	Flood Control	2,000.00
	72-60	Safety Supplies	3,000.00
	72-99	Postage	200.00
	73-05	Operating Equipment	6,000.00
	73-06	Building & Grounds	6,000.00
	73-13	Sanitary Sewers	25,000.00
	73-19	Barricades & Flashers	1,200.00
	73-27	Iowa One Call	4,000.00

### Services and Charges

552-6655-436.	81-12	Computer Services	27,970.00
	82-01	Telephone	2,500.00
	83-04	Membership Dues	600.00
	83-05	Travel	500.00
	83-06	Education	1,500.00
	84-01	Operating Insurance	8,070.00
	85-01	Utilities	170,000.00
	86-01	Repairs & Maintenance	3,000.00
	86-09	Office Equipment	200.00
	86-12	Towels	500.00
	86-13	Sanitary Sewers	25,000.00
	86-18	Sanitary Sewers root control	25,000.00
	87-03	Equipment	4,000.00
	87-05	Vehicle Maintenance Fund	21,460.00

Capital Outlay

552-6655-436.	92-01	Structures, Improvements & Buildings	975,000.00
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Transfers

552-6655-486.	50-01	Transfers to General Fund	7,390.00
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TOTAL O & M SEWER SECTION:			1,687,050.00
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## WATER RECLAMATION

Personal Services

552-6665-436.	61-01	Salaries & Wages (Reg)	642,220.00
	61-02	Part-Time	43,880.00
	61-03	Overtime	15,000.00
	62-01	Payroll Accrual	2,830.00
	62-02	Severance Accrual	10,450.00
	64-01	Health Insurance Premiums	132,690.00
	64-02	Health Insurance Reimbursements	2,110.00
	64-03	Life Insurance	1,980.00
	64-04	Long Term Disability	2,560.00
	64-05	Worker's Compensation Insurance	12,090.00
	65-01	F.I.C.A.	52,390.00
	66-01	I.P.E.R.S.	64,640.00

Commodities

552-6665-436.	71-01	Office Supplies	500.00
	71-06	Office Equipment Supplies	300.00
	72-05	Fuel for Generator	2,000.00
	72-11	Books, Magazines & Periodicals	500.00
	72-16	Tools	2,000.00
	72-17	Uniforms	1,500.00
	72-19	Printing & Supplies	500.00
	72-26	Testing & Lab	16,000.00
	72-60	Safety Supplies	5,000.00
	72-67	Odor Control	5,000.00
	72-99	Postage	400.00
	73-05	Operating Equipment	100,000.00
	73-06	Building & Grounds	8,000.00
	73-36	Supplies - Sanitary Lift Stations	30,000.00

Services and Charges

552-6665-436.	81-12	Computer Services	57,020.00
	81-51	Post Employment Physicals	1,100.00
	81-52	Drug Testing	1,000.00
	81-59	Regionalization Study	70,000.00
	82-01	Telephone	2,000.00
	82-04	Radio	1,500.00
	83-04	Membership Dues	2,000.00
	83-05	Travel	800.00
	83-06	Education & Training	1,200.00
	84-01	Operating Insurance	20,410.00
	85-01	Public Utility Service	200,000.00
	86-01	Repair & Maintenance	45,000.00
	86-09	Office Equipment	500.00
	86-12	Services/Towels	1,100.00



86-29	Services/Lab & Testing	12,000.00
86-33	Services/Sludge Removal	20,000.00
86-34	Services/Billing & Collecting	57,900.00
87-03	Rental Equipment	2,000.00
87-05	Vehicle Maintenance Fund	107,250.00
89-04	Sales Tax	54,000.00
89-09	Farm Lease	121,000.00
89-14	Sewer Refunds	4,000.00
89-81	Cafeteria & Benefits Plan	4,000.00

Capital Outlay

552-6665-436.	92-01	Structures, Improve. & Bldgs.	50,000.00
	93-01	Equipment	530,000.00

Transfers

552-6665-486.	43-01	Transfers to Debt Service	2,618,590.00
	50-01	Transfers to General Fund	114,530.00

TOTAL WATER RECLAMATION:	5,253,440.00
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TOTAL SEWER RENTAL FUND:	6,940,490.00
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SEWER REVENUE BOND FUND

Capital Outlay

545-6655-436.	96-84	Plant Digester Rehabilitation	1,600,000.00
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TOTAL SEWER REVENUE BOND FUND:	1,600,000.00
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REFUSE FUND

ADMINISTRATION

Personal Services

551-6675-436.	61-01	Salaries & Wages (Reg)	251,680.00
	61-02	Part-time	35,020.00
	62-01	Payroll Accrual	1,110.00
	62-02	Severance Accrual	4,100.00
	64-01	Health Insurance Premiums	29,640.00
	64-02	Health Insurance Reimbursements	480.00
	64-03	Life Insurance	760.00
	64-04	Long Term Disability	1,010.00
	64-05	Worker's Compensation Insurance	600.00
	65-01	F.I.C.A.	21,550.00
	66-01	I.P.E.R.S.	27,070.00

Commodities

551-6675-436.	71-01	Office Supplies	1,000.00
	71-06	Office Equipment Supplies	500.00
	72-01	Operating Supplies	500.00
	72-11	Books	500.00
	72-19	Printing & Supplies	500.00
	72-60	Safety Supplies	100.00
	72-99	Postage	1,000.00

Services and Charges

551-6675-436.	81-12	Computer Services	11,110.00
	82-01	Telephone	2,500.00
	83-04	Membership Dues	200.00
	83-05	Travel	250.00
	83-06	Education	350.00
	84-01	Operating Insurance	6,190.00
	86-01	Repair & Maintenance	500.00
	86-09	Office Equipment Maintenance	750.00
	87-05	Vehicle Maintenance Fund	7,350.00

TOTAL ADMINISTRATION:

406,320.00

## O &amp; M REFUSE SECTION

Personal Services

551-6685-436.	61-01	Salaries & Wages (Reg)	372,020.00
	61-02	Part-time	257,900.00
	61-03	Overtime	11,330.00
	62-01	Payroll Accrual	2,210.00
	62-02	Severance Accrual	6,060.00
	64-01	Health Insurance Premiums	95,650.00
	64-02	Health Insurance Reimbursements	1,330.00
	64-03	Life Insurance	1,150.00
	64-04	Long Term Disability	1,490.00
	64-05	Worker's Compensation Insurance	22,520.00
	64-06	Unemployment	1,300.00
	65-01	F.I.C.A.	47,410.00
	66-01	I.P.E.R.S.	58,500.00

Commodities

551-6685-436.	71-01	Office Supplies	1,190.00
	71-05	Advertising	1,570.00
	71-06	Office Equipment Supplies	590.00
	72-01	Operating Supplies	4,500.00
	72-11	Books, Magazines & Periodicals	250.00
	72-16	Tools	570.00
	72-17	Uniforms	2,500.00
	72-19	Printing & Supplies	1,670.00
	72-54	Building	7,130.00
	72-56	Flood Control	1,900.00
	72-60	Safety Supplies	4,200.00
	72-64	Automated Carts	49,850.00
	72-66	Dumpster Replacements	6,000.00
	72-99	Postage	1,570.00
	73-01	Repair & Maintenance Supplies	4,000.00
	73-05	Operating Equipment	11,000.00
	73-06	Building & Grounds	3,350.00

Services and Charges

551-6685-436.	81-12	Computer Services	61,580.00
	81-51	Post Employment Physicals	600.00
	81-52	Drug Testing	2,000.00
	82-01	Telephone	1,600.00
	83-04	Membership Dues	400.00
	83-05	Travel	760.00
	83-06	Education	500.00

84-01	Operating Insurance	18,790.00
85-01	Utilities & Heating	48,000.00
86-01	Operating Equipment	1,600.00
86-09	Office Equipment	300.00
86-12	Towels	300.00
86-34	Billing & Collecting	62,900.00
86-35	Services/Scales	7,000.00
86-36	Transfer Station Maintenance	15,000.00
86-37	Refuse Cart Tracking Software/Elect	3,000.00
87-02	Material Disposal/Handling	617,000.00
87-03	Equipment Rental	2,000.00
87-05	Vehicle Maintenance Fund	343,880.00
89-04	Sales Tax	3,000.00
89-81	Cafeteria & Benefits Plan	4,000.00
551-6685-426. 81-20	Disposal of Dead Animals	5,000.00

Capital Outlay

551-6685-436. 92-01	Structures, Improv., Buildings	125,000.00
551-6685-436. 93-01	Equipment	420,000.00

Transfers

551-6685-486. 50-01	Transfers to General Fund	146,710.00
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TOTAL O & M REFUSE SECTION:	2,871,630.00
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TOTAL REFUSE FUND:	3,277,950.00
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STREET CONSTRUCTION FUND

O & M STREET SECTION

Personal Services

206-6637-436. 61-01	Salaries & Wages (Reg)	978,780.00
61-02	Part-time	94,180.00
61-03	Overtime	20,450.00
62-01	Payroll Accrual	5,570.00
62-02	Severance Accrual	15,950.00
64-01	Health Insurance Premiums	209,800.00
64-02	Health Insurance Reimbursements	3,420.00
64-03	Life Insurance	3,020.00
64-04	Long Term Disability	3,920.00
64-05	Worker's Compensation Insurance	38,930.00
64-06	Unemployment	11,600.00
65-01	F.I.C.A.	82,080.00
66-01	I.P.E.R.S.	101,280.00

Commodities

206-6637-436. 71-01	Office Supplies	530.00
71-06	Office Equipment Supplies	280.00
72-11	Books, Magazines & Periodicals	470.00
72-16	Tools	3,100.00
72-17	Uniforms	3,590.00
72-19	Printing & Supplies	190.00
72-54	Building	2,380.00
72-56	Flood Control	5,700.00
72-57	Ice Control	270,000.00

72-58	Dust Control	240.00
72-60	Safety Supplies	5,580.00
72-61	Weather Scan Program	2,380.00
73-05	Operating Equipment	20,250.00
73-06	Building & Grounds	4,750.00
73-19	Barricades & Flashers	3,800.00
73-28	Sidewalks	1,450.00
73-30	Bridges	42,750.00
73-32	Streets	107,850.00
73-35	Brush/Weed Control	970.00
73-37	Crack Sealing	50,000.00

#### Services and Charges

206-6637-436.	81-12	Computer Services	107,980.00
	81-18	INRCOG	6,540.00
	81-51	Post Employment Physicals	3,000.00
	81-52	Drug Testing	3,000.00
	81-70	Contracted Services	10,000.00
	82-01	Telephone	2,400.00
	83-04	Membership Dues	530.00
	83-05	Travel	1,260.00
	83-06	Education & Training	3,040.00
	84-01	Operating Insurance	37,030.00
	85-01	Utilities	42,000.00
	86-01	Operating Supplies	4,650.00
	86-09	Office Equipment Maintenance	550.00
	86-12	Towels	100.00
	87-03	Equipment Rental	4,000.00
	87-05	Vehicle Maintenance Fund	548,220.00
	89-81	Cafeteria & Benefits Plan	4,000.00

#### Capital Outlay

206-6637-436.	92-01	Structures, Improvements & Buildings	694,700.00
	93-01	Equipment	560,000.00

#### Transfers

206-6637-486.	50-01	Transfers to General Fund	174,470.00
	50-02	Transfers to Refuse Fund	203,160.00

TOTAL O & M STREET SECTION:

4,505,870.00

#### TRAFFIC OPERATIONS DIVISION

##### Personal Services

206-6647-436.	61-01	Salaries & Wages (Reg)	140,490.00
	61-02	Part-time	10,000.00
	61-03	Overtime	1,030.00
	62-01	Payroll Accrual	620.00
	62-02	Severance Accrual	2,290.00
	64-01	Health Insurance Premiums	25,120.00
	64-02	Health Insurance Reimbursements	570.00
	64-03	Life Insurance	440.00
	64-04	Long Term Disability	560.00
	64-05	Worker's Compensation Insurance	4,050.00

65-01	F.I.C.A.	10,750.00
66-01	I.P.E.R.S.	13,260.00

#### Commodities

206-6647-436.	71-01	Office Supplies	170.00
	72-01	Operating Supplies	12,000.00
	72-11	Books, Magazines & Periodicals	170.00
	72-16	Tools	1,500.00
	72-17	Uniforms	590.00
	72-19	Printing & Supplies	90.00
	72-60	Safety Supplies	1,080.00
	72-62	Paint	19,500.00
	72-63	Cones	190.00
	73-12	Traffic Signals	18,500.00
	73-19	Barricades	760.00
	73-20	Posts	11,000.00
	73-25	Traffic Signs	16,000.00
	73-26	Street Marker Signs	5,000.00
	73-39	Handicap Parking Decals	2,380.00
	73-41	Civil Defense Sirens	4,000.00

#### Services and Charges

206-6647-436.	81-12	Computer Services	17,110.00
	82-01	Telephone	1,000.00
	82-04	Radio	100.00
	83-04	Membership Dues	250.00
	83-05	Travel	1,180.00
	83-06	Education & Training	2,450.00
	84-01	Operating Insurance	6,080.00
	86-01	Repairs & Maintenance	3,500.00
	86-19	Traffic Signal Repair	4,200.00
	86-70	Civil Defense Sirens Repair	3,000.00
	86-71	Paint Traffic Signal Poles	2,000.00
	86-72	Contract Street Painting	57,000.00
	87-03	Equipment Rental	1,400.00
	87-05	Vehicle Maintenance Fund	21,110.00

#### Capital Outlay

206-6647-436.	92-01	Structures, Improvements & Buildings	200,000.00
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TOTAL TRAFFIC OPERATIONS DIVISION: 622,490.00

TOTAL STREET CONSTRUCTION FUND: 5,128,360.00

#### VEHICLE MAINTENANCE FUND

##### Personal Services

685-6698-446.	61-01	Salaries & Wages (Reg)	236,670.00
	61-02	Part-time	112,390.00
	61-03	Overtime	5,150.00
	62-01	Payroll Accrual	1,050.00
	62-02	Severance Accrual	3,860.00
	64-01	Health Insurance Premiums	45,620.00
	64-02	Health Insurance Reimbursements	760.00
	64-03	Life Insurance	730.00
	64-04	Long Term Disability	950.00
	64-05	Worker's Compensation Insurance	4,630.00

65-01	F.I.C.A.	26,700.00	
66-01	I.P.E.R.S.	32,950.00	
<u>Commodities</u>			
685-6698-446. 71-01	Office Supplies	910.00	
71-06	Office Equipment Supplies	480.00	
72-01	Operating Supplies	1,480.00	
72-05	Gas, Oil & Diesel Fuel	513,000.00	
72-08	Photography	90.00	
72-11	Books, Magazines & Periodicals	90.00	
72-16	Tools	5,850.00	
72-17	Uniforms	1,060.00	
72-19	Printing & Supplies	280.00	
72-54	Building	3,580.00	
72-60	Safety Supplies	1,650.00	
73-04	Supplies/Vehicles	400,000.00	
<u>Services and Charges</u>			
685-6698-446. 81-12	Computer Services	48,610.00	
82-01	Telephone	1,500.00	
83-04	Membership Dues	500.00	
83-05	Travel	1,900.00	
83-06	Education & Training	1,500.00	
84-01	Operating Insurance	71,590.00	
86-01	Operating Equipment	1,500.00	
86-04	Radio & Communications	7,500.00	
86-09	Office Equipment	900.00	
86-11	Vehicle Maintenance Software Updates	4,120.00	
86-12	Towels	1,600.00	
86-15	Tire Repairs	16,500.00	
87-01	Equipment Rentals	2,000.00	
87-07	Shop Equipment	2,500.00	
87-08	Work by outside agency	150,000.00	
<u>Capital Outlay</u>			
685-6698-446. 93-01	Equipment - Vehicle Locators	25,000.00	
685-6698-446. 93-04	Equipment - Refurbish Vehicles	30,000.00	
TOTAL VEHICLE MAINTENANCE FUND:			1,767,150.00
<b>GRAND TOTAL APPROPRIATIONS 2019-2020:</b>			<b>85,279,960.00</b>

SECTION 5. That this resolution shall take effect and be in force from and after July 1, 2019.

ADOPTED:

James P. Brown, Mayor

ATTEST:

Jacqueline Daniels, City Clerk

**CITY OF CEDAR FALLS  
FY20 BUDGET  
REVENUES**

<b>ACCOUNT NUMBER</b>	<b>REVENUE CATEGORY</b>	<b>BUDGET AMOUNT</b>
101-0000-311.01-00	Tax - Property - General	15,798,660
101-0000-312.00-00	Tax - Agricultural Land	17,910
101-4511-311.08-00	Tax - Property - EMA	398,090
101-0000-321.00-00	Utility Tax Replacement	38,340
101-0000-322.00-00	Tax - Mobile Home	31,000
101-0000-344.04-00	Transfer - Utilities (General)	1,835,000
101-0000-344.07-00	UNI Loan Repayment	15,000
101-0000-371.01-00	Miscellaneous Receipts	40,000
101-0000-382.01-02	Transfer - Leg/Admin/Mgt	604,780
101-0000-382.01-07	Transfer - Trust & Agency	1,199,680
101-1008-332.00-00	Business Licenses	6,000
101-1008-333.00-00	Cigarette Permits	2,000
101-1008-334.00-00	Liquor Licenses	50,000
101-1008-335.00-00	Pet Licenses	7,000
101-1028-361.01-00	Interest - General	179,110
101-1028-371.02-00	Cafeteria Plan	15,000
101-1199-311.03-00	Tax - Property - Insurance	256,690
101-1199-311.04-00	Tax - Property - Transit	418,390
101-1199-343.01-00	Grants - Cultural Services	30,000
101-1199-343.02-00	Grants - Library	25,000
101-1199-343.04-00	Grants - Parks & Recreation	20,000
101-1199-343.06-00	Grants - Fire	3,000
101-1199-343.07-00	Grants - Police Operations	15,000
101-1199-343.07-02	Grants - Police Officer	30,000
101-1199-343.07-04	Grants - Fire Equipment	1,000
101-2245-371.07-01	Economic Development	9,000
101-6625-350.01-00	Subdivision Inspections	80,000
101-6625-382.01-06	Engineering Design	400,000
101-6625-330.00-00	Engineering Permits	15,000
101-2235-336.00-00	Building Permits	850,000
101-2235-337.00-00	Miscellaneous Permits	25,000
101-2235-357.01-00	Electrical Inspections	90,000
101-2235-357.02-00	Mechanical Inspections	90,000
101-2235-357.03-00	Plumbing Inspections	95,000
101-2245-357.45-01	Planning & Zoning Fees	30,000

101-2203-311.05-00	Tax - Property - Band	35,000
101-2203-323.01-00	Tax - Hotel/Motel - Visitor/Tourism	437,500
101-2203-323.02-00	Tax - Hotel/Motel - CV Soccer	10,000
101-2203-323.08-00	Tax - Hotel/Motel - Tourism Administration	25,000
101-2203-323.09-00	Tax - Hotel/Motel - Tourism Office	21,880
101-2203-323.10-00	Tax - Hotel/Motel - Tr. Maint/Reserve	43,750
101-2203-323.13-00	Tax - Hotel/Motel - Tourism Fund	78,750
101-2203-323.15-00	Tax-Hotel/Motel-HLS Capital	30,620
101-6613-338.00-00	Burial Permits	70,000
101-6613-356.51-00	Cemetery Lot Sales	45,000
101-6613-356.52-00	Marker Permits	5,000
101-6613-361.02-00	Interest - Cemetery	8,430
101-6623-356.26-00	Golf Contract	30,000
101-6633-323.04-00	Tax - Hotel/Motel - Park Improvement	78,750
101-6633-339.00-00	Paw Park Permits	4,000
101-6633-356.61-00	Park Receipts	8,000
101-2253-356.31-01	Rec. Center - Daily Admission	36,000
101-2253-356.31-02	Recreation - Special Pop./Events	16,000
101-2253-356.31-03	Rec. Center - Punch Tickets	11,000
101-2253-356.31-04	Recreation - Youth Sports & Activities	128,000
101-2253-356.31-05	Recreation - Adult Sports & Activities	65,000
101-2253-356.31-06	Rec. Center - Racquetball	1,000
101-2253-356.31-07	Recreation - Brochure Ads	400
101-2253-356.31-09	Recreation - Staff Shirts	800
101-2253-356.31-10	Recreation - Beach House/Rent	22,800
101-2253-356.31-13	Rec. Center - Memberships	286,500
101-2253-356.31-14	Recreation - Adult Exercise Program	85,000
101-2253-356.31-15	Recreation - Child Care	6,000
101-2253-356.31-19	Recreation - Drop Concessions	9,500
101-2253-356.31-21	Recreation - Youth Golf	7,000
101-2253-356.32-01	Recreation - Swim Program	44,000
101-2253-356.32-02	Recreation - Indoor Pools	11,000
101-2253-356.32-03	Recreation - Pool Rental	29,000
101-2253-356.32-04	Recreation - Pool Season Passes	187,000
101-2253-356.32-05	Recreation - Aquatic Center	189,000
101-2253-356.32-06	Recreation - Pool Concessions	90,000
101-1060-356.71-00	Library - Copy Machine	7,000
101-1060-356.72-00	Library - County Tax	21,000
101-1060-356.73-00	Library - Fines & Fees	30,000



101-1060-356.74-00	Library - Lost & Paid Book	2,500
101-1060-356.75-00	Library - Open Access Funds	10,000
101-1060-356.79-01	Library - Friends/Endowment Reimburse	60,000
101-1060-356.79-02	Library - Donations & Sponsorship	40,000
101-1061-311.06-00	Tax - Property - Library	527,890
101-2280-323.03-00	Tax - Hotel/Motel - Cultural	148,750
101-2280-356.11-00	Cultural - Art Sho	50
101-2280-356.12-00	Cultural - Fees	30,000
101-2280-356.13-00	Cultural - Membership	5,000
101-2280-356.15-00	Cultural - Product Fees	5,000
101-2280-356.16-00	Cultural - New Program Sponsors	1,000
101-2280-373.04-00	Donations - Exhibit Sponsorship	1,000
101-4511-344.01-00	Fire Protection - Rural	56,300
101-4511-344.02-00	Fire Protection - UNI	580,000
101-4511-358.11-00	Fire Receipts	15,000
101-4511-358.12-00	Fire Commercial Inspections	40,000
101-4511-358.13-00	Housing Inspection Min. Rental	100,000
101-5521-358.21-00	Police Receipts	35,000
101-5521-372.01-00	Fines & Forfeitures	125,000
101-5521-372.03-00	Code Enforcement	5,000
101-6616-371.04-00	Public Buildings	5,000
101-6616-382.01-01	Transfer - Public Buildings Maint.	77,940
<b>TOTAL GENERAL FUND REVENUE</b>		<b>26,805,760</b>
206-0000-300.00-00	Cash Carryover	348,270
206-0000-371.01-00	Miscellaneous	10,000
206-0000-342.04-00	Road Use Tax	4,770,090
215-0000-300.00-00	Cash Carryover	(1,020,960)
215-0000-382-11-01	Transfer - Sewer	640,000
215-0000-361.01-00	Interest Income	413,100
215-0000-362.01-00	Lease Income	31,800
215-0000-362.02-00	Sewer Farm Lease	136,500
217-0000-341.03-00	Housing Vouchers	1,336,490
223-0000-341.01-00	Block Grant	257,070
242-0000-300.00-00	Cash Carryover	2,202,800
242-0000-324.00-00	Local Sales Tax	5,100,000
242-0000-361.01-00	Interest	60,000
254-0000-300.00-00	Cash Carryover	288,910
254-0000-359.01-01	Cable Television Franchise Fees	515,000
254-0000-359.01-02	Peg Fees	40,000

254-0000-361.01-00	Interest Income	15,000
254-0000-371.01-00	Miscellaneous	1,500
258-0000-300.00-00	Cash Carryover	232,510
258-0000-353.01-00	Meter Collections	7,000
258-0000-353.02-00	Parking Violations	160,000
258-0000-353.03-00	Parking Permits	20,000
258-0000-361.01-00	Interest	3,000
261-0000-300.00-00	Cash Carryover	140,870
261-0000-323.01-00	Transfer - Hotel/Motel - Visitor	437,500
261-0000-361.01-00	Interest Income	2,000
261-0000-362.10-00	Building Rental Fees	5,000
261-0000-371.01-00	Miscellaneous	6,000
261-0000-371.09-00	Gift Shop Receipts	5,000
261-0000-382.61-01	Building Reserve Transfer	21,880
261-0000-382.61-02	Tourism Marketing Transfer	78,750
262-0000-362.04-00	Rental Income - Sr Activity Ctr.	25,000
262-0000-371.01-00	Miscellaneous	1,880
262-0000-371.10-10	Trips/Buses	11,000
262-0000-382.62-01	General Fund Support	60,000
296-0000-355.20-00	Golf Course Capital Improvements	176,000
297-0000-355.30-00	Rec Center Fees	828,000
295-0000-355.40-00	Softball Fees	15,000
298-0000-355.10-00	Cultural Capital Fees	10,000
311-0000-311.11-00	Debt Service Tax - Property	888,720
311-0000-313.01-00	Debt Service TIF - Industrial Park	2,735,310
311-0000-382.11-01	Debt Service Transfer	2,835,980
405-0000-300.00-00	Cash Carryover	30,000
430-0000-300.00-00	Cash Carryover	8,117,090
430-0000-341.11-10	Federal/State Funding	581,750
430-0000-371.01-00	Miscellaneous Income	126,910
430-0000-382.30-01	TIF Transfer	2,544,280
437-0000-381.00-00	Bond Proceeds	91,000
438-0000-341.05-00	Federal/State Funding	1,314,500
438-0000-381.00-00	Bond Proceeds	1,292,000
443-0000-300.00-00	Cash Carryover	(1,839,620)
443-0000-313.02-00	TIF Revenues - Downtown	204,280
443-0000-313.05-00	TIF Revenues - Pinnacle Prairie	0
443-0000-313.07-00	TIF Revenues - College Hill	0
443-0000-371.01-00	Miscellaneous Income	0

443-0000-341.05-00	Federal/State Funding	0
443-0000-361.01-00	Interest Income	50,000
443-0000-382-43-04	Transfers	1,300,000
443-0000-344.04-00	CFU Transfer	1,560,000
545-0000-381.00-00	Bond Proceeds	1,600,000
551-0000-300.00-00	Cash Carryover	72,790
551-0000-351.01-00	Refuse Collections	2,500,000
551-0000-351.02-00	Transfer Station Fees	260,000
551-0000-351.03-00	Yard Waste Fees	2,000
551-0000-361.01-00	Interest - Refuse	20,000
551-0000-371.21-00	Refuse Miscellaneous	20,000
551-0000-371.22-00	Recycling	200,000
551-0000-382.51-02	Transfer - Street Construction	203,160
552-0000-300.00-00	Cash Carryover	290,490
552-0000-352.01-00	Sewer Rental - Collections	6,500,000
552-0000-352.02-00	Industrial User Fees	15,000
552-0000-361.01-00	Interest - Sewer Rental	15,000
552-0000-362.03-00	Farm Rental	115,000
552-0000-371.11-00	Sewer Rental - Miscellaneous	5,000
555-0000-300.00-00	Cash Carryover	222,360
555-0000-350.02-01	Storm Water Fees	905,000
555-0000-350.02-02	Permit & Review Fees	25,000
555-0000-361.01-00	Interest	2,000
606-0000-300.00-00	Cash Carryover	7,500
606-0000-354.01-00	Data Processing	1,181,930
685-0000-354.03-00	Vehicle Maintenance Fees	1,732,150
685-0000-361.01-00	Interest-Vehicle Maintenance	5,000
685-0000-371.51-00	Vehicle Maintenance - Miscellaneous	30,000
685-0000-354.02-00	Vehicle Rental Fees	304,000
292-0000-311.21-00	Tax Property - Retirement & Pension	931,430
292-0000-361.01-00	Interest Income	61,640
293-0000-311.21-00	Tax Property - Retirement & Pension	566,370
293-0000-361.01-00	Interest Income	56,040
724-0000-300.00-00	Cash Carryover	(400,000)
724-0000-311.22-00	Trust & Agency	1,599,680
724-0000-311.32-00	S.S.M.I.D - college hill	26,400
724-0000-311.31-00	S.S.M.I.D - downtown	175,100
	TOTAL USER FUND REVENUE	58,474,200
	<b>TOTAL FY20 BUDGET REVENUE</b>	<b>85,279,960</b>

Description	Transfer From	Transfer To	Amount
Debt Service	General Fund	Debt Service Fund	97,890.00
Admin Allocation	General Fund	General Fund	112,360.00
Building Maintenance	General Fund	General Fund	38,530.00
Admin Allocation	Cable Fund	General Fund	25,620.00
Building Maintenance	Cable Fund	General Fund	1,910.00
Admin Allocation	Parking Fund	General Fund	13,660.00
TIF Transfers	Debt Service Fund	TIF Fund	2,544,280.00
Employee Benefits	Trust & Agency Fund	General Fund	1,199,680.00
SSMID - Downtown	Trust & Agency Fund	SSMID Fund	175,100.00
SSMID - College Hill	Trust & Agency Fund	SSMID Fund	26,400.00
Engineering Designs	Capital Projects	General Fund	400,000.00
Admin Allocation	Senior Services & Community Center	General Fund	3,510.00
Building Maintenance	Senior Services & Community Center	General Fund	10,730.00
Admin Allocation	Storm Water Fund	General Fund	28,700.00
Debt Service	Storm Water Fund	Debt Service Fund	119,500.00
Building Maintenance	Sewer Fund	General Fund	7,390.00
Admin Allocation	Sewer Fund	General Fund	114,530.00
Building Maintenance	V&T Fund	General Fund	4,600.00
Building Maintenance	Refuse Fund	General Fund	7,390.00
Admin Allocation	Refuse Fund	General Fund	139,320.00
Building Maintenance	Street Construction Fund	General Fund	7,390.00
Admin Allocation	Street Construction Fund	General Fund	167,080.00
PW Admin Allocation	Street Construction Fund	Refuse Fund	203,160.00
Data Processing Transfer	General	Data Processing Fund	725,930.00
Data Processing Transfer	Cable Fund	Data Processing Fund	16,630.00
Data Processing Transfer	Block Grant Fund	Data Processing Fund	6,110.00
Data Processing Transfer	Housing Assistance Fund	Data Processing Fund	38,530.00
Data Processing Transfer	Storm Water Fund	Data Processing Fund	30,030.00
Data Processing Transfer	V&T Fund	Data Processing Fund	23,030.00

Description	Transfer From	Transfer To	Amount
Data Processing Transfer	Senior Services & Community Center	Data Processing Fund	1,630.00
Data Processing Transfer	Parking Fund	Data Processing Fund	8,670.00
Data Processing Transfer	Refuse Fund	Data Processing Fund	11,110.00
Data Processing Transfer	Refuse Fund	Data Processing Fund	61,580.00
Data Processing Transfer	Sewer Fund	Data Processing Fund	27,970.00
Data Processing Transfer	Sewer Fund	Data Processing Fund	57,020.00
Data Processing Transfer	Street Construction Fund	Data Processing Fund	107,980.00
Data Processing Transfer	Street Construction Fund	Data Processing Fund	17,110.00
Data Processing Transfer	Vehicle Maintenance Fund	Data Processing Fund	48,610.00
Insurance Transfer	General Fund	Insurance Fund	301,040.00
Insurance Transfer	Cable Fund	Insurance Fund	5,930.00
Insurance Transfer	Data Processing Fund	Insurance Fund	10,430.00
Insurance Transfer	Block Grant Fund	Insurance Fund	950.00
Insurance Transfer	Housing Assistance Fund	Insurance Fund	4,140.00
Insurance Transfer	Storm Water Fund	Insurance Fund	6,060.00
Insurance Transfer	V&T Fund	Insurance Fund	7,320.00
Insurance Transfer	Senior Services & Community Center	Insurance Fund	470.00
Insurance Transfer	Parking Fund	Insurance Fund	2,250.00
Insurance Transfer	Refuse Fund	Insurance Fund	6,190.00
Insurance Transfer	Refuse Fund	Insurance Fund	18,790.00
Insurance Transfer	Sewer Fund	Insurance Fund	8,070.00
Insurance Transfer	Sewer Fund	Insurance Fund	20,410.00
Insurance Transfer	Street Construction Fund	Insurance Fund	37,030.00
Insurance Transfer	Street Construction Fund	Insurance Fund	6,080.00
Insurance Transfer	Vehicle Maintenance Fund	Insurance Fund	71,590.00
Vehicle Maintenance Transfer	General Fund	Vehicle Maintenance Fund	1,003,190.00
Vehicle Maintenance Transfer	Refuse Fund	Vehicle Maintenance Fund	351,230.00
Vehicle Maintenance Transfer	Sewer Fund	Vehicle Maintenance Fund	128,710.00
Vehicle Maintenance Transfer	Street Construction Fund	Vehicle Maintenance Fund	569,330.00

Description	Transfer From	Transfer To	Amount
Vehicle Maintenance Transfer	Cable Fund	Vehicle Maintenance Fund	11,730.00
Vehicle Maintenance Transfer	Parking Fund	Vehicle Maintenance Fund	6,860.00
General Fund Support	General Fund	Senior Services & Comm. Cntr. Fund	60,000.00
One-Time Capital Project	General Fund	Capital Projects Fund	1,300,000.00
Debt Service	Sewer Fund	Debt Service Fund	1,440,750.00
Internal Financing	Sewer Fund	Health Trust Fund	884,580.00
Internal Financing	Sewer Fund	Capital Projects Fund	293,260.00
Building Loan Repayment	V&T Fund	Capital Projects Fund	31,880.00
Equipment Reserve	General Fund	Capital Projects Fund	9,000.00
Trail Maintenance Reserve	General Fund	Capital Projects Fund	43,750.00
Tourism Marketing Fund	General Fund	V&T Fund	78,750.00
HLS Capital Project	General Fund	Capital Projects Fund	30,620.00
Farm Lease	Sewer Fund	Health Trust Fund	121,000.00



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:** June 7, 2019  
**SUBJECT:** Audit Engagement Letter

We are just about to begin the audit process for FY19. We are in the second year of our extended contract with Eide Bailly, LLP to perform our audit engagement.

At the beginning of the audit engagement each year, the auditors provide an engagement letter that they sign and the City signs that acknowledges that both parties understand the work that is to be performed. Attached is that letter for your review and approval.





June 3, 2019

To the Honorable Mayor and Members of City Council  
City of Cedar Falls, Iowa

This letter is provided in connection with our engagement to audit the financial statements and to audit compliance over major federal award programs of the City of Cedar Falls as of and for the year ending June 30, 2019. Professional standards require that we communicate with you certain items including our responsibilities with regard to the financial statement audit, the compliance audit, and the planned scope and timing of our audits.

As stated in our engagement letter dated June 3, 2019, we are responsible for conducting our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), *Government Auditing Standards* of the Comptroller General of the United States of America, the requirements of the Single Audit Act, as amended; and the provisions of the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), and, if applicable, in accordance with any state or regulatory audit requirements for the purpose of forming and expressing opinions on the financial statements and on major federal award program compliance. Our audits do not relieve you or management of your respective responsibilities.

Our responsibility as it relates to the schedule of expenditures of federal awards is to evaluate its presentation for the purpose of forming and expressing an opinion as to whether it is presented fairly in all material respects in relation to the financial statements as a whole.

Our audits will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Our audit procedures will also include determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or material noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards* of the Comptroller General of the United States of America, the requirements of the Single Audit Act, as amended; and the provisions of the Uniform Guidance.

Our audits will include obtaining an understanding of the entity and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements, the risk of material noncompliance in the major federal award programs, and as a basis for designing the nature, timing, and extent of further audit procedures. However, we will communicate to you at the conclusion of our audit, significant matters that are relevant to your responsibilities in overseeing the financial reporting process, including any material weaknesses, significant deficiencies, and violation of laws or regulations that come to our attention. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.



The financial statements include the financial statements of Cedar Falls Utilities (Component Units), which we consider to be significant components of the financial statements. Consistent with the audit of the financial statements as a whole, our audit will include obtaining an understanding of Cedar Falls Utilities and their environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements of Cedar Falls Utilities and to design the nature, timing, and extent of further audit procedures.

We expect to begin our audit in June 2019 and issue our report in October 2019.

This information is intended solely for the information and use of Mayor, City Council, and management of the City of Cedar Falls and is not intended to be and should not be used by anyone other than these specified parties.

Respectfully,

A handwritten signature in black ink that reads "Eide Bailly LLP". The signature is written in a cursive, flowing style.

Dubuque, Iowa



June 3, 2019

Ms. Jennifer Rodenbeck, Director of Finance and Business Operations  
Honorable Mayor and Members of the City Council  
City of Cedar Falls  
220 Clay Street  
Cedar Falls, IA 50613

The following represents our understanding of the services we will provide to City of Cedar Falls, Iowa (City).

You have requested that we audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City as of June 30, 2019, and for the year then ending, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. In addition, we will audit the entity's compliance over major federal award programs for the period ending June 30, 2019. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs.

Accounting principles generally accepted in the United States of America require that certain information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis.
2. Budgetary Comparison Schedule.
3. Schedule of the City's Proportionate Share of the Net Pension Liability.
4. Schedule of the City Contributions (Pension).
5. Schedule of Changes in City's Total OPEB Liability and Related Ratios.

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

1. Combining Fund Statements.
2. Capital Asset Schedules.
3. Financial Data Schedule (issued separately as part of required HUD report).

## **Schedule of Expenditures of Federal Awards**

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

1. Introductory Section- No opinion or any assurance provided.
2. Statistical Tables- No opinion or any assurance provided.

## **Data Collection Form**

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

## **Audit of the Financial Statements**

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and, if applicable, in accordance with any state or regulatory audit requirements. Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America and/or state or regulatory audit requirements. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the governing body of the City. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report on compliance for each major federal program and report on internal control over compliance required by the Uniform Guidance upon completion of our audit.

### **Audit of Major Program Compliance**

Our audit of the City's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance and will include tests of accounting records, a determination of major programs in accordance the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

### **Other Services**

We will provide other nonattest services related to completion of the auditee's portion of the Data Collection Form. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

### **Management Responsibilities**

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
4. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received, including federal awards and funding increments received prior to December 26, 2014 (if any), and those received in accordance with the Uniform Guidance (generally received after December 26, 2014);
5. For maintaining records that adequately identify the source and application of funds for federally funded activities;
6. For the design, implementation, and maintenance of internal control over federal awards;
7. For establishing and maintaining effective internal control over federal awards that provides reasonable assurance that the nonfederal entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;



8. For identifying and ensuring that the entity complies with federal statutes, regulations, and the terms and conditions of federal awards programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal awards programs;
9. For disclosing accurately, currently, and completely, the financial results of each federal award in accordance with the requirements of the award;
10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;
15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
  - b. Additional information that we may request from management for the purpose of the audit; and
  - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
17. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current period under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole;
18. For acceptance of nonattest services; including identifying the proper party to oversee nonattest work;
19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
20. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
21. For the accuracy and completeness of all information provided;
22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With respect to any other nonattest services we perform including completion of the auditee's portion of the Data Collection Form, the City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit, including your understanding of the responsibilities as defined in this letter to us in your management representation letter.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

### **Fees and Timing**

Brian Unsen is the engagement partner for the audit services specified in this letter. Responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. We expect to begin our audit in June 2019.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices are payable upon presentation. We agree that our gross fee, including expenses, for the audit will not exceed \$43,500 for the audit of the financial statements (assuming one major program), including the preparation of the REAC submission. Each additional major program will be a fee of \$3,000. We will notify you immediately of any circumstances we encounter that could significantly affect this fee. Whenever possible, we will attempt to use the City's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

In addition, we will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our audit procedures are completed and a report issued, you will be billed for services to the date of termination. All bills are payable upon receipt. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

### **Other Matters**

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The audit documentation for this engagement is the property of Eide Bailly LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to the State and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the City Council the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;



- Management’s consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

*Government Auditing Standards* require that we provide, upon request, a copy of our most recent external peer review report and any subsequent review reports to the party contracting for the audit. Accordingly, we will provide a copy of our most recent peer review report at your request.

## **DISPUTE RESOLUTION**

The following procedures shall be used to resolve any disagreement, controversy or claim that may arise out of any aspect of our services or relationship with you, including this engagement, for any reason (“Dispute”). Specifically, we agree to first mediate.

### ***Mediation***

All Disputes between us shall first be submitted to non-binding mediation by written notice (“Mediation Notice”) to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator. The mediator will be selected by mutual agreement, but if we cannot agree on a mediator, one shall be designated by the American Arbitration Association (“AAA”).

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute. Mediation will be conducted with the parties in person in Dubuque, Iowa.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Either party may commence suit on a Dispute after the mediator declares an impasse.

## **INDEMNITY**

You agree to indemnify Eide Bailly LLP, its partners, affiliates, officers and employees (collectively “Eide Bailly”) against any losses, including settlement payments, judgments, damage awards, punitive or exemplary damages, and the costs of litigation (including reasonable attorneys’ fees) associated with a claim brought against by a third-party and that arises out of or is in any way related to the services provided under this engagement, provided that the services performed hereunder were performed in accordance with professional standards, in all material respects and that arose due to the negligent acts or omissions by the City of Cedar Falls.


## **ASSIGNMENTS PROHIBITED**

You agree that you will not and may not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly, its partners, affiliates, officers and employees, to any other person or party, or to any trustee, receiver or other third party.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your certified public accountants and look forward to working with you and your staff.

Respectfully,

  
Brian Unsen, Partner

\*\*\*\*\*

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of City of Cedar Falls by:

Name: \_\_\_\_\_

Title: Mayor

Date: \_\_\_\_\_



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

**INTEROFFICE MEMORANDUM**

Financial Services Division

**TO:** Mayor Brown and City Council Members  
**FROM:** Lisa Roeding, Controller/City Treasurer  
**DATE:** June 7, 2019  
**SUBJECT:** Depository Resolution

We have received notification changing the name of University of Iowa Community Credit Union to GreenState Credit Union. Attached please find an updated Depository Resolution with this change. All other financial institutions will remain unchanged.

If you have any questions regarding this matter, please telephone Finance & Business Operations Director Jennifer Rodenbeck at 268-5108 or myself 268-5105. Thank you.

CC: Jennifer Rodenbeck, Finance & Business Operations Director

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

**RESOLUTION NAMING OFFICIAL DEPOSITORIES  
FOR THE CITY OF CEDAR FALLS, IOWA**

**WHEREAS**, the City Council of the City of Cedar Falls, Iowa, has considered approving the following list of financial institutions to be depositories of the City of Cedar Falls, in conformance with all applicable provisions of the Code of Iowa Chapter 12C (2013), and

**WHEREAS**, the City Council of the City of Cedar Falls, Iowa, deems it in the best interest of the City of Cedar Falls, Iowa, to approve said list of financial institutions,

**NOW THEREFORE**, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the following list of financial institutions to be depositories of the City of Cedar Falls, is hereby approved and designated officials of the City of Cedar Falls are hereby authorized to deposit funds in amounts not to exceed the maximum approved for each respective financial institution as set forth below.

<u>DEPOSITORY NAME</u>	<u>LOCATION OF HOME OFFICE</u>	<u>MAXIMUM UNDER THIS RESOLUTION</u>	<u>MAXIMUM UNDER PRIOR RESOLUTION</u>
Banklowa	Waterloo	\$30,000,000	\$30,000,000
Collins Community Credit Union	Cedar Rapids	40,000,000	40,000,000
Community Bank & Trust	Waterloo	30,000,000	30,000,000
Farmers State Bank	Waterloo	40,000,000	40,000,000
First National Bank	Cedar Falls	30,000,000	30,000,000
First Security State Bank	Evansdale	3,000,000	3,000,000
Dupaco Community Credit Union	Dubuque	30,000,000	30,000,000
Great Western Bank	Sioux Falls, SD	40,000,000	40,000,000
GreenState Credit Union	North Liberty	30,000,000	30,000,000
Lincoln Savings Bank	Reinbeck	30,000,000	30,000,000
MidWestOne Bank	Iowa City	30,000,000	30,000,000
NXT Bank	Central City	15,000,000	15,000,000
Regions Bank	Birmingham, AL	30,000,000	30,000,000
U.S. Bank N.A.	Des Moines	30,000,000	30,000,000
Veridian Credit Union	Waterloo	30,000,000	30,000,000
Wells Fargo Bank	Des Moines	50,000,000	50,000,000

**ADOPTED** this 17<sup>th</sup> day of June, 2019.

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

**ATTEST:**

\_\_\_\_\_  
Jacqueline Daniels, MMC, City Clerk



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

**MEMORANDUM**

Financial Services Division

**TO:** Mayor Brown and City Council  
**FROM:** Lisa Roeding, Controller/City Treasurer  
**DATE:** June 12, 2019  
**SUBJECT:** Textile Services Contract

The City of Cedar Falls sent out bid requests to six vendors and received quotes from three vendors to provide textile services such as shop towels and rubber mats to all departments of the City for a two year period from July 1, 2019 to June 30, 2021. The summary of the quotes is as follows:

City Laundering	\$10,892.60
Phelps Uniform Specialist	\$15,355.58
Cintas Corporation	\$23,247.96

After reviewing the bids received, I would recommend approval of City Laundering as the textile services provider to the City of Cedar Falls for a two-year period listed above. Matt Buck Buildings Maintenance Supervisor and I have reviewed the bids and City Laundering is a qualified bidder with the lowest price and whose business capabilities and reputation meet the required standards. I have also attached the proposed contract with City Laundering.

If you have any questions, please feel free to contact me.

cc: Jennifer Rodenbeck, Finance & Business Operations Director  
Brian Heath, Public Works & Parks Manager  
Matt Buck, Building Maintenance Supervisor

## AGREEMENT FOR TEXTILE SERVICES

This Agreement is entered into on this 11<sup>th</sup> day of JUNE, 2019, by and between the City of Cedar Falls, Iowa, an Iowa municipality (the "City"), and City Laundering Company, an Iowa corporation (the "Supplier").

IN CONSIDERATION OF THE COVENANTS HEREINAFTER SET FORTH, THE CITY AND SUPPLIER AGREE AS FOLLOWS:

1. Supplier agrees to furnish for rental the items as set forth on Exhibit "A" attached and incorporated herein by this reference, at the prices listed on Exhibit "A." Additional items may be subsequently added by mutual agreement of the parties, at the same prices listed on Exhibit "A," or if not listed, at mutually agreeable prices. All items rented by the City and furnished by the Supplier shall at all times remain the property of the Supplier.

2. The term of this Agreement shall be from July 1, 2019, through and including June 30, 2021, unless terminated earlier under paragraph 12 below. Prices listed on Exhibit "A" as well as prices for additional items added shall not be increased during the term of this Agreement, including any extension. This Agreement may be extended for up to an additional two years if agreed to in writing by the parties.

3. City agrees to rent the items listed on Exhibit "A" as well as additional items added by mutual agreement of the parties exclusively from Supplier during the term of this Agreement, including any extension. Payments are due from the City within 45 days of receipt of the correctly invoiced amount.

4. City agrees to assume responsibility for all items rented by the City and furnished by Supplier. If any rental items furnished to the City are lost, damaged or destroyed while in the City's possession from any cause other than normal wear and tear, the City shall then be subject to a replacement charge for such items at the fair market value at the time of loss, damage or destruction.

5. City warrants that by entering into this Agreement with Supplier it is not breaching any contract or other obligation with any third party.

6. This Agreement is subject to approval of the City Council of the City.

7. Use of rented items:

a. The City may use the items rented from Supplier for all purposes that are incidental to the City's normal operations. The City shall not use such items to clean up spills or hazardous waste as defined by applicable local, state and federal regulations.

b. The City shall not pour excess solvents or any other chemicals onto rented items as a means of disposing of excess solvents or chemicals.

c. The City shall establish and maintain at all times a collection system for rented items that complies with all applicable local, state and federal environmental and workplace regulations.

d. Notwithstanding the above, it is understood that shop towels are used in connection with motor vehicle and equipment repair and maintenance and will contain motor oil, brake fluid, hydraulic fluid, lubricants and other similar materials after use. This use is not considered a violation of this Agreement.

8. Collection of soiled items:

a. If soiled rental items bear free liquid, the City shall use a collection system or other process to remove this free liquid.

b. If soiled rental items do not bear free liquid, the City may place them in a soiled item holder outside of a collection system prior to its transportation by Supplier.

9. City agrees that the Supplier may take a periodic inventory of the rental items upon the premises of the City upon reasonable notice.

10. Supplier shall collect and deliver rental items weekly, bi-weekly, or monthly, as required by individual City departments. The City shall advise Supplier of collection and delivery requirements in advance. The City grants Supplier the right to enter the City's premises and to make collections and deliveries as called for in this Agreement.

11. Supplier agrees to furnish the City with rental items that are freshly laundered, mended and finished to industry standards. Supplier warrants good service to the City.

12. Either party may terminate this Agreement upon 30 days written notice to the other party.

13. This Agreement shall be binding upon both parties and their successors and assigns. This Agreement may not be assigned, unless agreed to in writing in advance by the non-assigning party.

14. No failure or delay by either party to exercise a right or remedy available hereunder, or otherwise available under the law, shall constitute a waiver of such right or remedy, or constitute a waiver of any obligation of the other party to perform strictly in accordance with the terms hereof, unless such waiver is expressed in writing and signed by the party to be bound.

15. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

16. This Agreement may be modified in writing only, signed by the parties, and approved by the City Council of the City.

17. This Agreement and attachment constitute the entire agreement between the City and Supplier regarding the subject matter, and there are no promises or understandings between the parties except as set forth herein.

18. Nothing in this Agreement shall be construed to create an employer-employee or agency relationship between the parties, and Supplier shall remain an independent contractor throughout the term of this Agreement, including any extension.

19. Notices required or permitted to be given under this Agreement shall be in writing and sent by ordinary mail, email with confirmed receipt, or hand delivered to the other party at the respective addresses set forth below:

City:

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

Supplier:

CITY LAUNDERING Co.  
1700 S. FREDERICK AVE  
DELWEIN, IA.  
50662

IN WITNESS WHEREOF, the parties have executed this Agreement as of the effective date above:

City of Cedar Falls, Iowa

James P. Brown, Mayor

ATTEST:

Jacqueline Daniels, MMC, City Clerk

Laundering  
City Laundry Company

By: 

Its: Sales Manager



**City of Cedar Falls**  
**Detailed Specifications & Cost Summary for Linen Services FY2020 - FY2021**

City Laundering			
ITEM DESCRIPTION	UNIT	Service Schedule	UNIT PRICE
Shop Towels - Class I 12x12	per towel		\$ 0.05
Inventory Maintenance	per towel	wkly	\$ -
Towel Manager Locker (comparable to PENCO 10512)		wkly	\$ -
Steady Step Mats: Nylon/Rubber			
3x4 brown - E-series	per mat	Wkly	\$ -
3x4 brown - E-series	per mat	EOW	\$ 3.50
3x4 brown - E-series	per mat	E4W	\$ -
4x6 brown	per mat	Wkly	\$ -
4x6 brown	per mat	EOW	\$ 5.00
4x6 brown	per mat	E4W	\$ -
3x10 brown	per mat	Wkly	\$ -
3x10 brown	per mat	EOW	\$ -
3x10 brown	per mat	E4W	\$ -
Scraper Mat			
3 x 5 Black	per mat	EOW	\$ 2.00
Safety Slogan Mats: Nylon/Rubber			
3x5	per mat	EOW	\$ 2.00
Heavy Duty Mats: Nylon/Rubber			
3x4 brown	per mat	wkly	\$ -
3x4 brown	per mat	EOW	\$ -
3x4 brown	per mat	E4W	\$ -
4x6 brown	per mat	wkly	\$ -
4x6 brown	per mat	EOW	\$ 5.00
4x6 brown	per mat	E4W	\$ -
3x10 brown	per mat	wkly	\$ -
3x10 brown	per mat	EOW	\$ 6.00
3x10 brown	per mat	E4W	\$ -
3x4 grey	per mat	wkly	\$ 1.75
3x4 grey	per mat	EOW	\$ 2.75
3x4 grey	per mat	E4W	\$ 3.50
4x6 grey	per mat	wkly	\$ -
4x6 grey	per mat	EOW	\$ 5.00
4x6 grey	per mat	E4W	\$ -
3x10 grey	per mat	wkly	\$ -
3x10 grey	per mat	EOW	\$ 6.00
3x10 grey	per mat	E4W	\$ 8.00
Delivery			N/A - No Charge



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 Brown and City Council Members

**FROM:** Paul Kockler, Accountant

**DATE:** June 12, 2019

**SUBJECT:** **FY20 Wellmark Blue Cross and Blue Shield Health Plan  
Administrative Services Agreement**

Attached for your approval is the health plan Administrative Services Agreement for FY20 with Wellmark Blue Cross and Blue Shield. If you have questions regarding the attached, please contact me at 268-5101 or Jennifer Rodenbeck at 268-5108.

Attachment

# ADMINISTRATIVE SERVICES AGREEMENT

## WELLMARK BLUE CROSS AND BLUE SHIELD

and

**City of Cedar Falls**

## ADMINISTRATIVE SERVICES AGREEMENT

THIS ADMINISTRATIVE SERVICES AGREEMENT ("**Agreement**") is made and entered into effective as of the first day of July, 2019 ("**Effective Date**"), by and between Wellmark of South Dakota, Inc., doing business as Wellmark Blue Cross and Blue Shield of South Dakota, an insurance company authorized to administer self-funded group health plans in Iowa, (herein "**Wellmark**"), and City of Cedar Falls, an Iowa public entity with its principal business location in Iowa (herein "**Account**").

### RECITALS

1. Account is the plan sponsor and plan administrator of a self-funded group health plan within the meaning of and in accordance with applicable federal or state law for its common law employees and other eligible individuals and this Agreement is issued to Account as the "group policyholder".
2. The group health plan is sponsored, funded and designed by Account. Account wishes to enter into a financial arrangement with Wellmark under which Account is solely responsible for the Claims Paid for Covered Services provided to its Members. Wellmark does not assume any financial risk or obligation with respect to the Claims Paid for Covered Services provided to Members of the Plan.
3. Account desires that Wellmark provide administrative services for its self-funded group health plan and Wellmark agrees to provide such services subject to the terms and conditions set forth herein.

**NOW, THEREFORE**, it is hereby agreed as follows:

### ARTICLE 1 AGREEMENT DEFINITIONS

- 1.1 "**Accountable Care Organization**" or "**ACO**" means a group of health care providers who agree to deliver coordinated care and meet performance benchmarks for quality and affordability to manage the total cost of care for their member populations.
- 1.2 "**Administrative Fee**" means the amount per Plan Member that Wellmark charges the Account for Administrative Services and which includes allocations for Wellmark's cost of administering the Plan, general operating costs, and profit margin. The monthly Administrative Fee is shown on **Exhibit "A"**, Administrative Fees, Network Access Fees, Other Fees, attached to this Agreement and incorporated by this reference.
- 1.3 "**Administrative Services**" means those services to be performed by Wellmark for Account or for the Plan under this Agreement, as specifically described in Article 3 of this Agreement. Administrative Services expressly exclude any services for the administration of continuation health coverage under the plan pursuant to COBRA or similar applicable law, except as may be specified in a COBRA Administrative Services Agreement or Addendum.

- 1.4 **"Affordable Care Act"** or **"ACA"** means the Patient Protection and Affordable Care Act, enacted March 23, 2010, and the Health Care and Education Reconciliation Act, as amended, (collectively, **"ACA"**), including implementing regulations.
- 1.5 **"Agreement"** means this Administrative Services Agreement, including all Exhibits, Benefits Document(s), amendments, Plan Member enrollment form(s), and any COBRA Administrative Services Agreement or Addendum. This Agreement also incorporates by this reference the terms of the HIPAA Business Associate Agreement entered into between Wellmark and the Plan.
- 1.6 **"Amounts Not Covered"** means the amounts that are the liability of the Member under the Plan. These include charges for services that are not covered by the Plan, charges for services that are determined to be not medically necessary, reductions in benefits for the Member's failure to follow the Plan's notification requirements, and charges for services that have reached a Plan maximum. Amounts Not Covered does not include amounts that are the responsibility of a health care provider in accordance with the terms of the provider's services contract with Wellmark.
- 1.7 **"Benefits Document"** means the written document(s) Account makes available to Members that describe and define the terms, benefits, and limitations of the Plan and may be titled Benefits Certificate, Coverage Manual, or something similar. Account may at its option incorporate the Benefits Document into its ERISA Summary Plan Description.
- 1.8 **"Care Coordinator Fee"** means a fixed amount paid by a Host Blue to providers periodically for Care Coordination under a Value-Based Program. **"Care Coordination"** is organized, information-driven patient care activities intended to facilitate the appropriate responses to a Member's health care needs across the continuum of care.
- 1.9 **"Claims Paid"** means the dollar amount of Wellmark's payment on behalf of the Account for Incurred Claims.
- 1.10 **"Condition Support"** means services elected by the Account that may include identification of Members with specific conditions such as Asthma, Coronary Artery Disease, or Diabetes, and providing support to Members through coordinated interventions and communications to assist with Member's management of the condition.
- 1.11 **"COBRA"** means the group health coverage continuation provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, including implementing regulations and similar state or federal laws.
- 1.12 **"Confidential Information"** means all non-public confidential or proprietary information, in any form, delivered or made available or otherwise accessed, collected, processed, stored, or transmitted (whether pursuant to this Agreement or otherwise) by one party or its affiliates, directors, officers, employees and agents (the **"Disclosing Party"**) to the other party, its affiliates, directors, officers, employees and agents (the **"Receiving Party"**). Confidential Information shall include, but not be limited to, employee, Plan Member, and Member information (including names, addresses and Social Security numbers), Protected Health Information, personally identifiable information, medical records, Plan claims data, payment data, and Wellmark Confidential Information. Confidential Information shall not include information which (a), at the time of disclosure, is available to the general public; (b) becomes at a later date available to the general public

through no fault of Receiving Party and then only after such later date; (c) Receiving Party can demonstrate was in its possession before receipt from Disclosing Party; (d) Receiving Party can demonstrate was independently developed; or (e) is disclosed to Receiving Party without restriction on disclosure by a third party who has the lawful right to disclose such information.

- 1.13 **“Covered Charges”** means the dollar amount a health care provider bills a Member or Wellmark for Covered Services in accordance with the terms of the Benefits Document.
- 1.14 **“Covered Services”** means the medically necessary health care services provided to a Member as described in and covered by the applicable Benefits Document.
- 1.15 **“ERISA”** means the Employee Retirement Income Security Act of 1974, as amended, including implementing regulations.
- 1.16 **“Global Payment/Total Cost of Care”** means a payment methodology that is defined at the patient level and accounts for either all patient care or for a specific group of services delivered to the patient such as outpatient, physician, ancillary, hospital services, and prescription drugs.
- 1.17 **“Grandfathered Health Plan or Non-Grandfathered Health Plan”** mean the same as such terms are used in the ACA.
- 1.18 **“HIPAA”** means the Health Insurance Portability and Accountability Act of 1996, as amended, including implementing regulations.
- 1.19 **“Host Blue”** means the local Blue Cross and/or Blue Shield plan or licensee in a geographic area outside of the Wellmark service area.
- 1.20 **“Incurred Claims”** means claims for payment of health care services that are provided to Members pursuant to the Plan with a date of service during the Rating Period.
- 1.21 **“Incurred Date”** means the date health care services are provided to Members. With regard to inpatient hospital or facility services, the date of the Member's admission to the facility is considered as the Incurred Date.
- 1.22 **“Maximum Allowable Fee”** means a dollar amount Wellmark establishes using various methodologies for Covered Services and supplies. For medical services, this amount is developed from various sources, such as charges billed for the same service or supply by most health care providers within Iowa, economic indicators, or relative value indices developed or approved by Wellmark, and is based on the simplicity or complexity of the service provided. For medical services received outside of Iowa or South Dakota, the Maximum Allowable Fee is either determined in accordance with the section of this Agreement entitled Out-of-Area Services or is the amount as described in the preceding sentence.

For all dental procedures covered under this Agreement, the fee schedule is developed based on Wellmark's contracts with dentists, input from its dental consultants, and the charges billed for the same procedure by dentists in Iowa.

- 1.23 **“Medical Management Services Enrollee”** means a person, including a Plan Member’s spouse or eligible dependent children, eligible and enrolled to receive Medical Management Services under the Plan as determined by Account, but who is not otherwise enrolled in the Plan.
- 1.24 **“Medical Management Services”** means educational and informational health and care management programs, or wellness services Wellmark may provide to Members designed to encourage Members’ good health and help them make better health care decisions. Medical Management Services are not clinical services. These services may include, but are not limited to, BeWell 24/7, pregnancy support, advanced care management, or other programs.
- 1.25 **“Member”** means a person, including a Plan Member’s spouse or eligible dependent children, who is eligible and enrolled to receive health benefits under the terms of the Plan as determined and identified by Account.
- 1.26 **“Network Access Fee”** means the amount charged to Account to gain the collective advantages of the network of providers with which Wellmark, a Host Blue, or any subcontractor of either, has contracted for the provision of Covered Services. The fee is a monthly amount as shown on Exhibit “A”, and may include funding for provider incentives. There shall be no Network Access Fee for dental benefits. A portion of the Network Access Fee may include an allocation for administrative expenses above the Administrative Fee.
- 1.27 **“Network Savings”** means the amount saved due to payment arrangements between Wellmark or a Host Blue and health care providers. It is generally calculated as the difference between the Covered Charge and the Maximum Allowable Fee. This result is then added to any other reductions in the liability to a provider pursuant to a contract between Wellmark and the provider, including, but not limited to, reductions for failure to satisfy any notification requirements and medical necessity determinations. If the amount paid to a provider on any claim exceeds the Covered Charges, the Network Savings may be reflected as a negative dollar amount on Account’s bill.
- 1.28 **“Patient-Centered Medical Home”** or **“PCMH”** means a model of care in which each patient has an ongoing relationship with a primary care physician who coordinates a team to take collective responsibility for patient care and, when appropriate, arranges for care with other qualified physicians.
- 1.29 **“Plan”** means the group health plan or plans established, sponsored and maintained by Account, the terms of which are described in the applicable Benefits Document.
- 1.30 **“Plan Member”** means a common law employee or other individual identified by Account as a person eligible and enrolled to receive health benefits under the Plan subject to the terms, conditions, and limitations described in the Plan documents and who is the applicant on a completed enrollment form that has been provided to and accepted by Wellmark.
- 1.31 **“Plan Year”** means the year designated by the plan sponsor as the plan year in the plan document or as set forth on Exhibit “A”.
- 1.32 **“Protected Health Information”** or **“PHI”** means the same as the term “protected health information” in 45 CFR §160.103.

- 1.33 **“Provider Incentive”** means an additional amount of compensation paid to a health care provider, based on the provider’s compliance with agreed-upon procedural and/or outcome measures for a particular population of covered persons.
- 1.34 **“Rating Period”** means the period of time set forth on Exhibit “A” or the most recent revision to Exhibit “A”.
- 1.35 **“Shared Savings”** means a payment mechanism in which the provider and payer share cost savings achieved against a target cost budget based upon agreed upon terms and may include downside risk.
- 1.36 **“Telehealth Services”** means Covered Services provided to a Member during a telehealth visit, or virtual visit. A “telehealth visit” is an actual real time video interaction between a health care provider and a Member in the geographic area served by Wellmark when an evaluation and management like service is provided.
- 1.37 **“Value-Based Program”** means an outcomes-based payment arrangement and/or a coordinated care model facilitated with one or more local providers that is evaluated against cost and quality metrics/factors and is reflected in provider payment.
- 1.38 **“Wellmark Confidential Information”** means any information with respect to Wellmark’s systems, procedures, methodologies and practices used by Wellmark in connection with claims processing, claims payment or utilization management, together with the fees, terms, payment arrangements, discounts with providers, and related information, as well as any strategic and competitively sensitive information and trade secrets, policies, procedures, and processes of Wellmark, the Blue Cross Blue Shield Association and its licensees.
- 1.38 **“Wellness Services”** means certain information and tools meant to help Members improve health, increase productivity and decrease absenteeism. These services may include an online wellness center and wellness assessment; paper wellness assessment; telephonic health coaching; wellness screenings (biometrics); tobacco cessation coaching; wellness challenges; health program referrals; or debit card redemption.
- 1.40 **“Well-Being Consulting”** means consulting services generally comprised of assisting employers with creating well-being solutions or wellness programs at their worksites for their workforce. Services may include a workplace assessment; well-being communication strategy; well-being committee development; vending and cafeteria audit; employer incentive design; customized well-being dashboard and metrics; community based vendor selection; worksite policy and practice review; well-being certification/accreditation; or other services designed to enhance workforce well-being.

## **ARTICLE 2 RESPONSIBILITIES OF ACCOUNT**

- 2.1 **Group Health Plan Compliance.** Account is the plan administrator and plan sponsor of the Plan for purposes of this Agreement and applicable law, and is responsible for group health plan design, eligibility, and compliance. Account will exercise its responsibilities in the time required by law and has full responsibility for all of the following:



- a. Maintaining the Plan, determining Plan design, and funding payment of Incurred Claims;
- b. Determining eligibility criteria for Members subject to certain Wellmark enrollment and underwriting guidelines, including the requirements for locations or Members located outside of Iowa; Account is responsible for enrolling and canceling individuals in the Plan in accordance with such criteria and agrees to terminate coverage promptly for ineligible individuals;
- c. Designating the Plan Year for the Plan;
- d. Complying with all applicable laws, reporting and disclosure requirements, including specifically the following: (i) preparing and furnishing Members with Plan documents or notices as may be required by law, including the summary of benefits and coverage ("**SBC**"), any notice of material modification, employer notice of the availability of coverage options under the health insurance marketplace, and applicable HIPAA notices relating to health coverage portability such as the Special Enrollment Notice. Account will also make available to Members on request the uniform glossary of insurance-related terms; (ii) complying with any applicable non-discrimination laws in the design and administration of the Plan; and (iii) furnishing all notices and fulfilling all requirements with regard to COBRA continuation coverage for the Plan, except to the extent any COBRA administration requirements have been expressly delegated to and agreed upon with Wellmark in a COBRA Administrative Services Agreement or Addendum;
- e. Reviewing and approving promptly templates or drafts of Benefits Document(s) reflecting the Plan design, eligibility and benefit information Account provides to Wellmark. Account is responsible for reviewing the draft Benefits Document(s) promptly, typically within thirty (30) days of receiving the draft document(s), and determining to Account's satisfaction that the document(s) meet all of Account's legal and business obligations and advising Wellmark of any necessary revisions or approval. The absence of Account's express timely approval of any Benefits Document(s) provided by Wellmark will be considered Account's approval that the draft documents are consistent with benefit information provided by Account, and Wellmark will administer the benefits in accordance with the proposed documents. Once in final form, Account will make the Benefits Document(s), and Provider directories, if applicable, available to Plan Members;
- f. Making final determinations regarding claims, claims internal appeals, or claims exceptions, except to the extent expressly delegated to, and accepted by, Wellmark in Sections 3.1 and 3.8 of this Agreement;
- g. Providing to Wellmark written notice of benefit selections, limitations, and exclusions, changes in the benefits at renewal, or material modifications at any time during the Rating Period. Account shall provide such notice(s) in the time and manner required by Wellmark to fulfill the issuance of SBCs, preparation of Benefits Document templates, or the issuance of other required notices within the time required by law;

- h. If the coverage of any Plan Member or Member is terminated retroactively, Account represents that it either has not collected any premium contribution from the retroactively terminated Member, or has refunded any premium contribution to the retroactively terminated Member, for the period following the effective date of the termination;
- i. Payment of any state premium tax, use tax, or similar tax, or any similar benefit or Plan-related charge, tax, surcharge or assessment, however denominated, that may be assessed on the Plan or related to the administration of the Plan, including any penalties and interest payable with respect thereto;
- j. Compliance with any income and employment tax withholding, depositing, and reporting obligations (including state or federal income tax withholding, FICA tax withholding, employer, FUTA taxes, and Form W-2 wage reporting) applicable to rewards incentives or value-added benefits that may be provided under this employer-sponsored group health plan to Members covered under the Plan. Account is responsible for including the value of any such incentives or value-added benefits as reported by Wellmark to Account in the applicable employees' wages for federal or state income tax, employment tax, and Form W-2 reporting purposes;
- k. Account shall maintain a process for external review of final internal adverse benefit determinations as required by ACA, except to the extent expressly delegated to, and accepted by, Wellmark in this Agreement; and
- l. Calculating, reporting, and payment of any fees and assessments, however denominated, required for all group health plans under ACA.

**2.2 Enrollment Information; Social Security Number Reporting; Information Requirements.** Account agrees to furnish Wellmark with reports, data, and information, including but not limited to, eligibility, enrollment information, physical home address, and Social Security number for each Member or Medical Management Services Enrollee, benefit selection or benefit changes for the Plan, claims history, and information necessary for the administration of the Plan. Account shall provide all such information in a time, form, format, and manner required by Wellmark and is responsible for the timeliness, integrity, retention, and accuracy of information and records provided to Wellmark. Wellmark shall be entitled to rely upon such information in determining any person's rights to benefits under the Plan, in making required filings with state or federal government agencies, and in discharging its responsibilities under this Agreement. Account recognizes that its timely, accurate, and complete reporting of the information set forth in this section is necessary for Wellmark to perform its obligations under this Agreement and that should reporting be inaccurate, untimely, or incomplete, Wellmark shall be excused from the performance of the Administrative Services affected by such inaccuracy or delay.

Account shall provide Wellmark with eligibility or enrollment information in a standard medium and layout using Wellmark's proprietary format, the HIPAA ANSI 834 standard format, or an application such as BluesEnroll, unless the parties agree in writing to a non-standard format or application. Account acknowledges that it may be responsible for additional fees if it uses a non-standard format or if Wellmark is required to perform a comparison study of the full eligibility file.

- 2.3 **Account Representation regarding Eligibility; Notice of Persons Eligible for Coverage; Changes in Eligibility.** Account represents to Wellmark that the terms of any eligibility criteria, conditions, and/or waiting period imposed under the Plan are, and shall be for so long as this Agreement is in effect, in compliance with all applicable laws and regulations, including specifically, the prohibition on excessive waiting periods. Account shall enroll persons eligible for coverage in the Plan in advance of each person's effective date of coverage and shall provide Wellmark with each person's name, Plan selection, Social Security number, and other required identifying information. Account shall provide all initial enrollment information in advance of the Effective Date of this Agreement. As new persons become eligible, or as eligibility changes occur, including any special enrollment events that require a person to be offered coverage or changed to a different enrollment status such as COBRA, Account shall provide Wellmark with updated required information as such changes occur. Account shall provide Wellmark with enrollment updates no less often than weekly and in advance of the effective date of the change if possible. Account's delay in providing eligibility changes to Wellmark more than three (3) months following the effective date of the change shall delay the requested effective date of coverage for the person and may cause Incurred Claims not to be paid.
- 2.4 **Notice of Persons Terminated or No Longer Eligible for Coverage; Account's Liability for Claims Paid.** Account shall notify Wellmark of any person's termination or ineligibility for coverage under the Plan in advance of the effective date of the change if possible, but in no event no later than three (3) months following the requested date of coverage termination. No requested coverage termination shall be effective any earlier than three (3) months prior to the date Wellmark receives the required notice from Account. If Incurred Claims prior to the date Wellmark is notified of the coverage termination have been paid and are not or cannot be recouped, Account shall be responsible for the Claims Paid, including all Claims Paid prior to the date Wellmark is notified of the coverage termination.
- 2.5 **Medicare Secondary Payer ("MSP").** Federal law mandates coordination of health care benefits in certain instances where a Member is covered under both a group health plan and Medicare. Proper coordination of benefits in this context depends on obtaining and maintaining accurate and timely information regarding such dual health coverage. Pursuant to contract and applicable law, Wellmark provides information to Centers for Medicare and Medicaid Services ("CMS") regarding such dual health coverage for Members and Account's enrollment on a quarterly or more frequent basis.

Account is solely responsible for compliance with MSP laws and other requirements and shall gather and timely provide information to Wellmark regarding Account's size and status and Employer Identification Number ("EIN")(s), or concerning the Medicare enrollment of Members, Plan enrollment, and related information (including, without limitation, Member Social Security numbers), or such other information as requested by Wellmark for inclusion on the Confirmation of MSP form submissions and other disclosures. Wellmark shall use all such information provided by Account to properly coordinate benefits on behalf of Account with Medicare as required by law. In the event Account does not timely provide such information to Wellmark, Account shall be solely responsible for its non-compliance with MSP laws and other requirements, including, without limitation, any damages, losses, taxes, interest charges, and administrative penalties (including, without limitation, any civil money penalties) that may be assessed or otherwise result in connection therewith (including, without limitation, any claims by

Members, providers or other claimants), and mistaken payments to CMS on behalf of Medicare enrolled Members.

- 2.6 **Stop Loss Insurance Coverage.** Account is solely responsible for the Claims Paid for Members of the Plan. Account may at its option separately purchase stop loss insurance coverage from Wellmark, Inc., which shall be reflected in a separate policy issued by Wellmark. If Account purchases stop loss insurance coverage from a carrier other than Wellmark, Account shall advise Wellmark of the terms of such coverage and Account shall be solely responsible for all reporting, submission of claims, payment of premiums, and any other obligation required by its stop loss policy with the other carrier. Upon request Wellmark will provide Account with standard stop loss reports necessary for Account to file stop loss insurance claims with its stop loss carrier.
- 2.7 **Outside Services Vendor(s) to the Plan.** If Account arranges for health plan administration services for the Plan from vendor(s) other than Wellmark or a Wellmark-contracted vendor, such as, for example, pharmacy benefits management services or telehealth management services, Account shall be responsible for compliance with laws, the accuracy and submission of reports, claims data reporting, payments, and for any other obligation required by its vendor agreements. If Account requires its vendor to submit claims for Covered Services to Wellmark, such vendor shall also enter into an agreement with Wellmark that requires vendor to comply with Wellmark's claims procedures. If Account or the Plan requires coordination or health plan accumulations between its third party vendor's administration and the health plan administration provided by Wellmark, Account shall be responsible for providing Wellmark with all enrollment information and claims or payment data reasonably necessary for Wellmark to provide Administrative Services under this Agreement.

### **ARTICLE 3 WELLMARK'S RESPONSIBILITIES**

- 3.1 **Determination of Claims; Administrative Services.** During the Term of this Agreement and subject to Account's payment to Wellmark, when due, of the charges for Claims Paid and other fees specified in this Agreement, Wellmark shall provide Administrative Services as specified in this section as follows:
- a. Wellmark shall provide Account with a written draft of Benefits Documents(s) with the plan design and Member eligibility criteria information determined by Account and communicated to Wellmark, for Account's review and approval as required by Section 2.1(e), setting forth the benefits, terms and conditions of the Plan;
  - b. Wellmark shall provide access to a network(s) of health care providers and shall make information about the network and network providers available to Members;
  - c. Wellmark shall prepare, print, and deliver identification cards to Plan Members and to Medical Management Services Enrollees;
  - d. Wellmark will perform its Administrative Services specified in this Agreement in compliance with applicable laws, including but not limited to, compliance with retention of records, and compliance with applicable provisions on non-discrimination in health plan administration;

- e. Wellmark shall make available to Account forms of ACA or HIPAA required notices, including the summary of benefits and coverage (“**SBC**”) and applicable HIPAA notices relating to health coverage portability such as the Special Enrollment Notice. Wellmark shall make available the uniform glossary of insurance-related terms;
- f. Subject to Section 6.1(c), Wellmark shall administer benefits and process Incurred Claims for health care services furnished Members in accordance with the terms, limitations and conditions set forth in the Plan, the Benefits Document(s), this Agreement, applicable laws and regulations, the terms of the applicable provider agreements, and the claims administration and medical policies of Wellmark, all of which may be revised from time to time. Processing of claims may include payment by Wellmark on behalf of Account; reporting of benefits to providers or Members, coordination of benefits, and may include monitoring, detection, and investigation of potentially wasteful, abusive or fraudulent Incurred Claims. Processing of claims may require, from time to time, and as Wellmark determines is necessary and appropriate, the adjustment of previously paid or denied claims resulting in either recovery of Claims Paid or additional payment of benefits. Adjustments to processed claims are generally not initiated by Wellmark more than eighteen (18) months after the Incurred Claim was first processed. If a Claim Paid adjustment results in a recovery of a prior payment, Wellmark shall credit Account for such adjustments to the extent of the amount recovered. Notwithstanding the preceding three sentences and except as provided in Sections 2.3 and 2.4 of this Agreement, Wellmark shall not be required to reprocess claims as a result of any changes made to information relating to a Member or the Member's benefits unless (i) in addition to submitting changes to Wellmark, Account expressly requests in writing that Wellmark reprocess specific Member claims; and (ii) such reprocessing does not extend beyond eighteen (18) months prior to the date Wellmark receives Account's request;
- g. Wellmark shall maintain a single-level internal appeal procedure for Members to appeal adverse benefit determinations in accordance with the requirements of the Plan and applicable law. Wellmark shall also maintain a procedure for processing external review requests of final internal adverse benefit determinations with appropriate independent review organizations (“**IROs**”), pursuant to the requirements of the Plan and applicable law. All fees and costs for external review billed by IROs will be billed to Account in the amounts billed by the IRO; and
- h. To the extent that Account has delegated discretionary authority to Wellmark, Wellmark shall exercise its discretion to make determinations in connection with the administration of this Agreement and the Plan including, without limitation, determinations regarding whether health care services are medically necessary in accordance with Plan terms or whether charges for health care services are reasonable. Wellmark shall make determinations that are not arbitrary or capricious and such determinations shall be final and conclusive to the extent permitted by this Agreement, the terms of the Benefits Document, any direction given by Account, and by law.

3.2 **Medical Management Services.** Wellmark may, at its sole discretion, offer or arrange for various proprietary Medical Management Services to be available to Members or

purchased by Account for its Members. Such services that may be offered include those services, if any, specifically selected or purchased by Account for a fee as shown on Exhibit "A" attached to this Agreement. Medical Management Services and their content are proprietary to Wellmark or its vendors, and may not be duplicated, modified or used for the benefit of any third party. Account does not have any right, title or interest in or to the Medical Management Services or the intellectual property underlying such Medical Management Services. Wellmark reserves the right to change, replace, or discontinue Medical Management Services from time to time without notice or amendment of this Agreement.

- 3.3 **Condition Support, Wellness Services, and Well-Being Consulting Services.** At the written direction of Account, Wellmark shall provide Condition Support, Wellness Services and/or Well-Being Consulting Services to Account and Members for the selected services and at the fees set forth on Exhibit "A". Account is responsible for the design and implementation of its employer-sponsored wellness program and shall comply with all applicable laws in connection with such programs.
- 3.4 **Telehealth Services.** Wellmark has offered to arrange for Telehealth Services for Members and Account has elected to accept the Telehealth Services as offered by Wellmark and as described in the Benefits Document. The Telehealth Services will be provided for no additional Administrative Fee, although Account shall be responsible for any and all Claims Paid for Telehealth Services.
- 3.5 **Value-Added Services; Identity Protection.** Wellmark, at its sole discretion, may offer or arrange for value-added services or benefits for Account and its Members, including, for example, Member Identity Protection services from a third-party vendor. Identity Protection services are offered at no additional charge to Account or Members. Account may at its option accept or reject Identity Protection services for its Members.
- 3.6 **IRS Form 1095-C Reporting.** At the written request of Account, Wellmark will provide certain coverage information for purposes of Account's Form 1095-C reporting to the Internal Revenue Service. Wellmark does not guarantee the accuracy or completeness of the information provided, and expressly disclaims any liability for any penalties or costs that may be incurred due to alleged or actual inaccuracy or incompleteness, including but not limited to information reporting or other penalties that may be imposed if such information is relied upon or used in conjunction with any tax or other regulatory filing. Wellmark does not provide federal or state legal or tax advice, and does not prepare or otherwise assist in preparing, in any way, any federal or state tax returns or reports on behalf of its customers, including but not limited to IRS Form 1095-C. Account assumes all liability in connection with the preparation of such documents and has the responsibility to consult with its own legal or tax advisors for information or assistance.
- 3.7 **Third Party Liability Recovery Services.** Wellmark shall provide Account with subrogation and third-party liability recovery services for Claims Paid while this Agreement is in force, and for a period of twelve (12) months following termination of the Agreement for any such matter initiated prior to termination. Wellmark has no obligation to initiate subrogation recovery services after this Agreement is terminated. Following the twelve (12) month run-out period, Wellmark will forward any open recovery file information to Account.

The nature and extent of efforts to pursue subrogation and third-party liability recovery are within the sole discretion of Wellmark. Such recovery services may include all steps necessary to recover Claims Paid that may be found to be the liability of a third party or other insurance carrier. The Account shall be responsible for all fees or costs, including the fees and costs of any third party utilized by Wellmark to perform third-party liability recovery services, incurred in the recovery process, with those costs and fees first paid from any funds recovered and the net amount only credited to Account's Claims Paid amounts. Wellmark in most cases uses a third party vendor to perform third-party liability recovery services. Amounts recovered by the vendor will be subject to a service fee as set forth on Exhibit "A" to this Agreement. Account acknowledges that its stop loss carrier has priority of any recovery in the event the Claims Paid exceed the stop loss attachment or deductible level and there is insufficient recovery to reimburse the stop loss carrier and Account in full. Account shall accept any such recoveries as negotiated by Wellmark as payment in full and the determination of the recovery amount is within the sole discretion of Wellmark.

In the event retention of counsel is necessary to pursue recovery, Account shall be responsible for all attorney's fees. Wellmark has sole discretion with regard to the choice of counsel to pursue third-party liability recovery. Wellmark may choose to allow a Member's counsel to represent the Account's recovery interest. However, if the fee charged for collection of the recovery interest by legal counsel retained by the Member exceeds the prevalent fees for such services, Wellmark shall not authorize pursuit or settlement of the claim by said Member's attorney or payment of that attorney's fee without Account's written authorization. Further, if in the opinion of Wellmark, recovery of funds shall not offset the costs associated with such recovery, or recovery of the funds is not otherwise practicable, Wellmark shall inform the Account in writing of its opinion. Thereafter, unless the Account directs otherwise, Wellmark shall not further pursue the claim. In the event Account directs Wellmark to pursue Account's interest notwithstanding Wellmark's notice to Account of its opinion that the recovery shall not offset the involved costs, Account shall be responsible for all attorney's fees and costs incurred by Wellmark to pursue recovery, including the reasonable cost of Wellmark's staff time as determined by Wellmark.

Wellmark does not guarantee the recovery of funds and nothing in this section or Agreement obligates Wellmark to participate in or initiate any third-party liability recovery efforts or litigation to recover Claims Paid.

- 3.8 **Discretionary Authority.** Wellmark is delegated the authority to determine claims for benefits and to determine internal appeals of adverse benefit determinations of Members, provided such determinations are consistent with the terms of the Plan as provided by Account, this Agreement, the applicable Benefits Document, and applicable law, unless otherwise directed in writing by the Account. In making decisions regarding claims for benefits and appeals of denied claims, Wellmark shall have discretionary authority only to the limited extent necessary to construe and interpret the terms of the Plan and to determine whether a claim is properly payable under the Plan. Notwithstanding anything in this Agreement to the contrary, Account shall have full responsibility for Plan design, for making any and all determinations whether an individual has satisfied the Account's requirements to be an eligible Member, and for making any determination regarding an individual's eligibility for continued coverage pursuant to COBRA.

## **ARTICLE 4 BILLING AND PAYMENT**

- 4.1 **Billing; Account's Payment to Wellmark.** Account authorizes Wellmark and Wellmark agrees to process Incurred Claims as received, subject to the limitations, conditions, and exclusions stated in the Benefits Document.

Wellmark shall bill Account for Claims Paid, Network Access Fee, Administrative Fee, and other fees, based on the billing and payment method and fees set forth on Exhibit "A", attached to this Agreement. Any adjustments in fees due to membership or eligibility changes shall be reflected on the billing for the month in which the membership or eligibility change is made. Adjustments to Network Access Fee, Administrative Fee, and other fees, billed on a per Plan Member or per Member basis, shall be limited to a period of three (3) months prior to the date Wellmark processes the Member eligibility change. Wellmark shall provide a bill to Account that shows the amounts due and, if applicable, the amounts of any weekly payments received by Wellmark and other credits during the preceding month. Account shall promptly pay Wellmark at Wellmark's office, the total amount due, no later than the due date on the bill. Such payment may be made by wire transfer, electronic (ebilling) payment, or automatic funds withdrawal. If Account elects automatic funds withdrawal, it shall execute the necessary authorization.

If Account elects to authorize automatic funds withdrawal from a deposit account, the automatic withdrawal will change to correspond with the applicable billing, including applicable taxes or fees. Account's authorization for automatic funds withdrawal shall include authorization for automatic withdrawal of any changed amount unless Account calls or provides its bank with written notice not less than three (3) business days before a scheduled withdrawal to stop the payment. If Account calls its bank to stop payment, Account may be required to provide a written request within fourteen (14) days after the call. Account will be responsible for any fee assessed by its bank for stop-payment orders made by Account.

- 4.2 **Late Payments; Interest Charge.** All payments from Account to Wellmark must be paid on time and when due in accordance with Section 4.1. If the Account fails to make payments in full when due, Wellmark may in its discretion do any or all of the following: impose interest or late fees; setoff late payments from other amounts that may be due to Account under the Agreement; stop the payment of all Incurred Claims for Members, regardless of the Incurred Date; require an alternative billing and payment method; or require an alternative financial arrangement. Payments not made when due shall include an interest charge on the outstanding amount from the due date until payment is made in full at the then current prime rate as published in the Midwest edition of The Wall Street Journal plus two percent (2%) per annum. The acceptance by Wellmark of any late payments or partial payments shall not constitute a waiver of any rights under this Agreement. If Account fails to make payments when due for two or more consecutive months, Wellmark may impose additional late fees of up to eighteen percent (18%) per annum.

## **ARTICLE 5 CONFIDENTIAL INFORMATION; REPORTING; EXAMINATION OF RECORDS**

- 5.1 **Use and Disclosure of Confidential Information and Protected Health Information.** The rights and responsibilities of the parties and permitted uses and disclosures with



respect to Protected Health Information shall be set forth in the separately executed Business Associate Agreement. If Account desires access to a Member's mental health information, Account shall file an applicable statement with the Iowa Insurance Division or have its employees or agents sign a statement indicating awareness that Members' mental health information shall not be used or disclosed, except in accordance with the provisions of Iowa Code Section 228.7. If Account utilizes third-party vendors to provide any administrative services to the Plan and directs Wellmark to provide or exchange any Confidential Information or PHI with such vendors, Account agrees to the following additional provisions: (a) Account represents it has the legally required business associate and data security agreements in place with such third-party vendors; and (b) Account agrees that third party must enter into a confidentiality and data use agreement with Wellmark, which identifies the purpose for which the Wellmark Confidential Information is disclosed, limits the use and disclosure of that data to the specific purpose stated in the data use agreement, and requires third party to return or remove the Wellmark Confidential Information from third-party's systems or database when Account's relationship with Wellmark terminates or when Account's relationship with third-party vendor terminates.

## **5.2 Non-Disclosure of Confidential Information.**

- a. Subject to the terms of the Business Associate Agreement and Section 5.1 and as permitted by applicable law, the Receiving Party will: (i) not disclose Confidential Information to any third party that is not an agent, consultant or business associate to Wellmark without the written authorization of the Disclosing Party; (ii) restrict disclosure of Confidential Information only to those employees, agents or consultants who have a need to know the Confidential Information for purposes related to this Agreement or the administration of the Plan and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; and (iv) without unreasonable delay and in accordance with applicable law notify the Disclosing Party of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement.
- b. If the Receiving Party is required to disclose Confidential Information pursuant to applicable law, statute, or regulation, or court order, for a purpose other than contemplated in this Agreement, the Receiving Party will give to the Disclosing Party prompt written notice of the request and a reasonable opportunity to object to such disclosure and seek a protective order or appropriate remedy. If, in the absence of a protective order, the Receiving Party determines, upon the advice of counsel, that it is required to disclose such information, it may disclose only Confidential Information specifically required and only to the extent compelled to do so.
- c. All Confidential Information remains the property of the Disclosing Party and will not be copied or reproduced without the express written permission of the Disclosing Party, except for copies that are necessary to fulfill the confidentiality obligations contained in this Agreement, to render the services under this Agreement, or as otherwise allowed under the Business Associate Agreement or

applicable law. A party may retain Confidential Information when obligated to do so as a matter of law, and may also retain any Protected Health Information as set forth in the Business Associate Agreement.

- d. Wellmark Confidential Information that is released by Wellmark to Account or to a third-party at Account's request may only be used strictly for the purpose of claims administration or Account Servicing, which is defined as Account-specific reporting and analytics, benchmarking, development of benefit designs, Wellmark performance/experience, pre-sales/retention, and audits. Account, and/or third party, as recipients of Wellmark Confidential Information, are prohibited from reselling Wellmark Confidential Information. To the extent Wellmark Confidential Information is disclosed in an aggregated format to Account and/or its third party, Account and third party are prohibited from de-aggregating the data to identify Wellmark, the Account and/or individual Members. Wellmark Confidential Information disclosed to Account and/or third party shall be limited to the minimum necessary information to fulfill the purpose for which it is being disclosed. Wellmark Confidential Information shall not be comingled by Account or third party with data from other sources. Wellmark may audit the Account or third party to ensure compliance with the limitations on data use and disclosure that are set forth in this section. Account or third party shall return or securely destroy the Wellmark Confidential Information it receives upon conclusion of the purpose for which it was disclosed.

**5.3 Wellmark's Right to Use Confidential Information.** Wellmark shall have the right to de-identify or remove direct identifiers from the Confidential Information so that it no longer constitutes Protected Health Information, and so that such Confidential Information is no longer identifiable with respect to Account, and to aggregate such de-identified Confidential Information for any purpose whatsoever; provided that such use is in accordance with all applicable laws, including but not limited to HIPAA. Such Confidential Information, after it is de-identified or limited pursuant to HIPAA, shall no longer be subject to Section 5.2 and shall thereafter be Wellmark's property.

**5.4 Right to Examine Records; Audit.** Wellmark or its authorized representative may at its own expense examine the financial, enrollment, and claims records of Account reasonably related to the administration of this Agreement, as reasonably often as Wellmark deems appropriate, to reconcile eligibility and enrollment information and records, to determine whether Account can make the payments required by this Agreement, or to determine payment of benefits under the Plan. Such examination shall be conducted during regular business hours, upon reasonable advance written notice. The examination period will be limited to information relating to the most recent twenty-four (24) months only. Upon completion of the examination, Wellmark shall share its examination findings with Account and conduct an exit conference with Account. Any third party conducting such audit on Wellmark's behalf must agree in writing to be bound by the terms and conditions of the Business Associate Agreement between Account and Wellmark.

Account's third-party authorized representative or auditor may, at Account's own expense, examine Wellmark's records reasonably and necessarily related to Wellmark's discharge of its responsibilities under this Agreement no more frequently than once annually. Account shall provide Wellmark with written authorization specifying the Account or Plan information that Wellmark may disclose to the auditor and Account represents that it will have entered into a business associate agreement with its auditor prior to the date of

requesting disclosure of Confidential Information. The auditor must be acceptable to Wellmark, must not compete directly or indirectly with Wellmark, and must execute a non-disclosure agreement with Wellmark prior to receiving any Protected Health Information or Wellmark Confidential Information. Such examination shall be conducted during regular business hours, upon advance written notice reasonable under the circumstances and shall include the following Wellmark records: claims records (but not including individually identifiable sensitive diagnosis information unless Account specifically authorizes such disclosure), third-party explanations of health care benefits, enrollment records, and coordination of benefits procedures. Any other audit or examination request must be coordinated with Wellmark. The examination period will be limited to information relating to the most recent twenty-four (24) months only, notwithstanding the period for claim adjustments as may be specified in Section 3.1. Upon completion of the examination, Account shall share its examination findings with Wellmark and conduct an exit conference with Wellmark. Audits conducted by auditors compensated on a contingency fee basis are not permitted by Wellmark as such compensation arrangements are not consistent with professional auditing standards. Such standards consider these compensation arrangements to impair the auditor's or consultant's independence and objectivity. Audit scope, methodology, and procedure under this Agreement will conform to generally accepted professional auditing standards, including statistically valid random sample (as applicable) or other acceptable audit technique as reasonably agreed to by Wellmark.

- 5.5 **Website Access and Reporting.** Wellmark may provide Account while this Agreement is in force with secured access to Wellmark's website, web-based applications, or other electronic databases with respect to the Plan and Members for the purpose of Plan administration and health care operations, reporting, billing, or for self-service. Web-based applications or databases with Member and Plan specific Confidential Information may be hosted or supported by third parties on Wellmark's behalf. If Account or a third party acting on Account's behalf accesses such websites or information, Account is subject to and agrees to all of the terms and conditions, including the confidentiality requirements of this Agreement, and security restrictions and user requirements as established by Wellmark with respect to such access, as such terms are set forth in a data use agreement and in the applicable Terms and Conditions posted at Wellmark's website (Wellmark.com).
- 5.6 **Survival.** Any obligations of either party to the other under this Article of the Agreement survive any termination of this Agreement.

## ARTICLE 6

### PROVIDER PAYMENT ARRANGEMENTS; LAWSUIT RECOVERIES; REBATES; VALUE-BASED PROGRAMS; DISCLOSURE OF COMPENSATION

- 6.1 **Provider Payment Arrangements.** Wellmark will be responsible for negotiating and entering into separate payment arrangements with health care providers. Such provider payment arrangements and agreements shall apply to services by such providers for all Members entitled to benefits under plans insured or administered by Wellmark, including Members under this Plan.

Wellmark shall determine, in its sole discretion, the payment arrangements with health care providers including, without limitation, the Maximum Allowable Fees for Incurred Claims. Without limiting the foregoing, Wellmark may compensate providers pursuant to a variety of payment arrangements, including the following:

- a. Fee for service arrangements, including, without limitation, per diem and percent of charge arrangements;
- b. Fixed fee or other payment methodology that is based on pre-determined criteria; or
- c. Episode of care arrangements under which payment is based on a pre-established rate for a health care encounter, including, without limitation, a hospital stay or outpatient visit. In the event such an arrangement is utilized, consistent with the methodology established by Wellmark for such arrangement, Wellmark is not required to impose cost share responsibility on Members for each Covered Service Members receive. An episode of care arrangement payment may cover both Covered Services and non-Covered Services that are incidental to the Covered Services.

6.2 **Network Savings Allocations.** Any Network Savings amounts allocated to the Account shall be reflected in the amount of Claims Paid. Based on Wellmark's payment arrangements with health care providers, and in accordance with Section 6.1, the amount paid on an individual claim may be more or less than the Covered Charge minus any applicable Amounts Not Covered, deductible, copayment, and coinsurance amounts. If the amount paid to a provider on any claim exceeds the Covered Charge, the Network Savings is reflected as a negative dollar amount. Any Network Savings amounts allocated to Plan Members shall be reflected in the calculation of coinsurance, where applicable. The calculation of coinsurance depends on the type and location of the services provided and the contracting status of the health care provider. The calculation of coinsurance is further described in the applicable Benefits Document.

6.3 **Non-Contracting or Non-Network Providers.** If the applicable Benefits Document provides benefits for Covered Services rendered by health care providers that have not contracted with Wellmark or another Blue Cross and Blue Shield Plan ("Non-Contracting Providers"), Members may be liable to Non-Contracting Providers for any difference between the Covered Charges and the Maximum Allowable Fee and Members are responsible for paying the provider in full.

6.4 **Lawsuit Recoveries.** From time to time, Wellmark, Account, or Plan may receive notice of a pending or potential lawsuit being pursued by another entity (including, without limitation, a class action lawsuit) that seeks recovery of health care claims expenses on behalf of one or more group health plans or payers and that may include Wellmark, Account, or the Plan as a potential party or potential class member (a "Lawsuit"). Wellmark shall not participate in such a Lawsuit on behalf of Account or the Plan unless Wellmark and Account enter into a separate written agreement relating to participation, recovery, and expenses in such Lawsuit. Wellmark has no duty to notify Account or Plan of Wellmark's receipt of any notices in connection with any Lawsuit and each party is free to make its own determination whether to initiate or participate in any Lawsuit on its own behalf.

- 6.5 **Value-Based Programs.** Wellmark or Host Blues may enter into collaborative arrangements with Value-Based Programs under which the health care organizations participating in such programs are eligible for financial incentives relating to quality and cost-effective care of Wellmark members. Identifiable Data regarding Account's Members may be included in information Wellmark or Host Blues provide to Value-Based Programs and used by the Value-Based Program and its providers. Regardless whether Account elects to participate in the Value-Based Program, known as Blue Distinction® Total Care, Account's Members may access Covered Services from providers that participate in a Host Blue's Value-Based Program as described in Section 9.3, Special Cases: Value-Based Programs. If Account has elected to participate in the Value-Based Program, a separate **Value-Based Program Exhibit** is attached to this Agreement and incorporated by this reference.
- 6.6 **Disclosure of Compensation.** Wellmark shall comply with Department of Labor requirements regarding the disclosure of compensation received from all sources in connection with this Agreement.

## **ARTICLE 7**

### **LIABILITY OF THE PARTIES**

- 7.1 **Account's Responsibility for Claims Paid.** Account is solely responsible for all Claims Paid for its Members, including, without limitation, an individual added or deleted as a result of a retroactive eligibility change, or any Claims Paid at Account's direction to Wellmark to make payment regardless of Plan limitations or exclusions. Wellmark provides Administrative Services and network access only and does not assume any financial risk or obligation with respect to claims, including, without limitation, any Claims Paid. Wellmark has no obligation to pay Incurred Claims if Account fails to pay or reimburse Wellmark timely in accordance with the terms of this Agreement.
- 7.2 **No Duty to Defend.** Wellmark shall have no duty or obligation to defend against any action or proceeding brought against Account or the Plan to recover a claim for benefits. Wellmark shall, however, make available to Account and its counsel, such evidence relevant to such action or proceeding as Wellmark may have as a result of its administration of the contested benefit determination.
- 7.3 **Account's Liability.** Except as otherwise explicitly provided in this Agreement, Account shall accept the tender of defense and have the liability for all Plan benefit claims and all expenses incident to the Plan, and agrees to release, hold harmless, and indemnify Wellmark and its employees, officers, and directors against any and all amounts, expenses, losses, liability, claims, lawsuits, injuries, damages, taxes, interest charges, administrative penalties, and other costs or obligations, including reasonable attorneys' fees and court costs, for which Wellmark may become liable:
- a. due to any state premium tax, use tax, or similar tax, or any similar benefit or plan-related charge, surcharge or assessment, federal tax, excise tax, or fee imposed on group health plans or plan sponsors under ACA, however denominated, including any penalties and interest payable with respect thereto, assessed against Wellmark on the basis of and/or measured by the amount of Plan benefits administered by Wellmark pursuant to this Agreement;

- b. due to any action or proceeding brought by a Member or a third party to recover benefits under the Plan;
- c. due to any action or proceeding brought by a Member or a third party alleging Wellmark provided significant assistance to Account to aid or perpetuate any discrimination activity;
- d. due to a release of Confidential Information to Account, the Plan, or a third party at Account's direction or arising out of any alleged improper use of Confidential Information by Account or such third party;
- e. due to Account's failure to timely provide requested information to Wellmark for inclusion on the Confirmation of MSP form submissions and other disclosures that relate to Account's size and status, EIN(s), the Medicare enrollment of Members, Account enrollment, and related information (including, without limitation, Member Social Security numbers), or such other information requested by Wellmark resulting in processing of claims not in compliance with MSP laws and other requirements in accordance with Section 2.5;
- f. due to Account's failure to comply with applicable law relating to issuing or failing to issue the required notices in accordance with Section 2.1(d);
- g. due to Account's failure or delay in providing accurate reports, data, and information regarding eligibility, enrollment, and Social Security numbers for each Member, benefit selection, limitations, exclusions, or benefit changes for the Plan, claims history, and other information necessary for Wellmark to administer the terms, coordination of benefits, limitations, and exclusions contained in the Plan;
- h. due to the Account's or its employees' or agents' negligence or material breach of their obligations under this Agreement, except to the extent that any such losses are caused by the negligence or willful misconduct of Wellmark;
- i. arising from any other acts or omissions of Account that constitute a material breach of an obligation hereunder or which, in the aggregate, constitute a failure on the part of Account to perform its obligations under this Agreement in accordance with the provisions of this Agreement; or
- j. due to or arising out of Wellmark's adherence with any direction from Account or decision made by Account with regard to the Plan design, benefits, or eligibility provisions in the Benefits Document, or the Administrative Services provided under this Agreement.

**7.4 Selection of Counsel.** In the event litigation is instituted by a Member or third party against the Account and/or Wellmark concerning any matter under the Plan, including a suit for Plan benefits, each party to this Agreement shall, to the extent possible, advise the other of the legal action, and shall have sole authority to select legal counsel of its choice.

**7.5 Wellmark's Liability.** In performing its obligations under this Agreement, Wellmark shall use reasonable diligence and that degree of skill and judgment possessed by one experienced in furnishing claim administration services to group health plans of similar

size and characteristics as the Plan. Wellmark agrees to release, hold harmless, and indemnify Account and its employees, officers, and directors against any and all amounts, expenses, losses, liability, claims, lawsuits, injuries, damages, taxes, interest charges, administrative penalties, and other costs or obligations, including reasonable attorneys' fees and court costs, for which Account may become liable:

- a. arising from any acts or omission of Wellmark which constitute a material breach of an obligation hereunder or which, in the aggregate, constitute a failure on the part of Wellmark to perform its obligations under this Agreement in accordance with the provisions of this Agreement; and
- b. arising from any allegation of a breach of confidentiality arising out of release of Confidential Information to Wellmark or a third party at Wellmark's direction or arising out of any improper use of Confidential Information by Wellmark or such third party.

7.6 **Disclaimer of Warranties; Limitation of Liability.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WELLMARK DOES NOT MAKE AND HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING ANY OF THE SERVICES WELLMARK PROVIDES OR ARRANGES TO PROVIDE UNDER THIS AGREEMENT. IN NO EVENT SHALL ANY PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, LOSS OF DATA OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY REPRESENTS THE ALLOCATION OF RISK BETWEEN THE PARTIES AS REFLECTED IN THE PRICING HEREUNDER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES.

THE MEDICAL MANAGEMENT SERVICES ARE EDUCATIONAL AND INFORMATIONAL TOOLS ONLY AND DO NOT CONSTITUTE CLINICAL SERVICES. HEALTH INFORMATION PROVIDED BY WELLMARK OR VENDORS OR THEIR AFFILIATES IS BASED ON MEDICAL LITERATURE. HOWEVER, USE OF SUCH INFORMATION IS NOT INTENDED TO REPLACE PROFESSIONAL MEDICAL ADVICE AND CARE FROM A HEALTH CARE PROFESSIONAL. THE HEALTH INFORMATION IS INTENDED TO HELP PEOPLE MAKE BETTER HEALTH CARE DECISIONS AND TAKE GREATER RESPONSIBILITY FOR THEIR OWN HEALTH, BUT MAY NOT RESULT IN ACTUAL ACHIEVEMENT OF THESE GOALS. ACCOUNT EXPRESSLY ACKNOWLEDGES AND AGREES THAT WELLMARK IS NOT RESPONSIBLE FOR THE RESULTS OF ITS MEMBERS' USE OF SUCH INFORMATION INCLUDING, BUT NOT LIMITED TO, MEMBERS CHOOSING TO SEEK OR NOT TO SEEK PROFESSIONAL MEDICAL CARE, OR MEMBERS CHOOSING OR NOT CHOOSING SPECIFIC TREATMENT. WELLMARK DOES NOT MAKE AND HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE MEDICAL MANAGEMENT SERVICES, THEIR ABILITY TO REDUCE COSTS, OR IMPROVE OUTCOMES.

7.7 **Grandfathered Health Plan Disclaimer.** Account has the sole obligation to determine the status of its Plan as either a Grandfathered Health Plan or a Non-Grandfathered Health Plan and has advised that its Plan is Non-Grandfathered.

- 7.8 **No Testing for Health Plans.** Wellmark will not determine whether coverage is discriminatory or otherwise in violation of Internal Revenue Code Section 105(h). Wellmark also will not provide any testing for compliance with Internal Revenue Code Section 105(h) and will not be held liable for any penalties or other losses resulting from Account offering coverage in violation of Section 105(h).
- 7.9 **Survival.** The indemnities set forth in this Article, including any liability of either party to the other for indemnification, shall survive the termination of this Agreement.

## **ARTICLE 8 TERM AND TERMINATION**

- 8.1 **Term of Agreement.** This Agreement shall become effective on the Effective Date and shall continue in force for the Rating Period (the “**Term**”).
- 8.2 **Renewal Terms.** Upon expiration of the Term, this Agreement shall continue in force from year to year upon Wellmark’s receipt of written documentation of Account’s renewal in advance of the termination date, until replaced by a subsequently executed Agreement, or as amended or terminated as provided in this Agreement. Wellmark shall have the right to change any of the Administrative Fees or other fees for any Rating Period or any renewal term upon not less than thirty (30) days advance written notice. Any such changes shall be reflected on a revised or new Exhibit “A” issued by Wellmark, to be attached to this Agreement and incorporated by this reference.
- 8.3 **Termination Notice.** Either party may terminate this Agreement at any time by giving written notice of termination delivered to the other party at least thirty (30) days in advance of the effective date of termination. If Wellmark has not received Account’s documented intent to renew at least ten (10) business days prior to the end of the Term, the Agreement may not be renewed.
- 8.4 **Termination for Nonpayment.** Wellmark may terminate this Agreement at any time, upon ten (10) days written notice to Account, if Account fails to make complete payments, including late fees, when due in accordance with this Agreement or Wellmark determines that Account has inadequate funds to make payments required by this Agreement and, in either case, Account fails to cure such non-payments or cure the inadequacy of funds within the ten (10) day notice period. Account is solely responsible for notifying its Plan Members of the termination of this Agreement for nonpayment or for any other reason.
- 8.5 **Effects of Termination for Nonpayment.** If Wellmark terminates this Agreement for nonpayment, Wellmark shall not pay on behalf of Account any Incurred Claims beyond the effective date of the termination and Wellmark reserves all rights to recoup any Paid Claims for which Account has not paid Wellmark, regardless of when services were received.
- 8.6 **Claims Administration Following Termination.** If, following termination of this Agreement for reasons other than Account’s nonpayment, and either Claims Paid are adjusted to revise a payment amount, or Incurred Claims with Incurred Dates prior to the date of termination are submitted to Wellmark in the period specified in the Benefits Document for timely filing of claims, Wellmark shall pay these claims on behalf of Account in accordance with this Agreement and submit bills to Account for the payment of Claims



Paid for a period of twelve (12) months following termination. Any credits due to Account for recoveries, e.g., recoveries from third-party liability, rebates attributable to Member claims, or Claims Paid adjustments, shall be applied during this same twelve (12) month period. The bills shall include a Network Access Fee amount when Account makes retroactive changes to add a Plan Member to coverage during the Rating Period. Account shall pay all bills in accordance with the time and procedures set forth in Section 4.1 and in Exhibit "A". Wellmark shall not, on behalf of Account, pay Incurred Claims with dates of service following the date of termination. Unless Account and Wellmark otherwise agree in writing, Wellmark shall not continue any other services for Account after the effective date of termination.

- 8.7 **Availability of Records.** Upon written request by the Account, Wellmark will make available to any successor benefit services administrator, designated by the Account, standard reports and materials in its possession at the time of termination that are reasonably necessary to continue the administration of the Plan. Wellmark shall provide such materials in its standard format and Account shall pay a reasonable fee for such services.
- 8.8 **Survival.** Any liability of either party to the other for amounts owed or owing under this Agreement, unless such amounts are de minimus, shall not be extinguished by the termination of this Agreement.

## ARTICLE 9

### BLUE CROSS AND BLUE SHIELD DISCLOSURES AND INTER-PLAN ARRANGEMENTS

- 9.1 **Blue Cross and Blue Shield Disclosure Statement.** Account on behalf of itself and its Members, hereby expressly acknowledges its understanding this Agreement constitutes a contract solely between Account and Wellmark, which is an independent corporation operating under licenses from the Blue Cross Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans (the "**Association**"), permitting Wellmark to use the Blue Cross and Blue Shield Service Marks in the state of Iowa, and that Wellmark is not contracting as the agent of the Association. Account on behalf of itself and its Members, further acknowledges and agrees that it has not entered into this Agreement based upon representations by any person other than Wellmark and that no person, entity, or organization other than Wellmark shall be accountable or liable to Account for any of Wellmark's obligations to Account created under this Agreement. This section shall not create any additional obligations whatsoever on the part of Wellmark other than those obligations created under other provisions of this Agreement.
- 9.2 **Account Locations or Members Outside of Iowa.** Account understands and agrees that Wellmark defines a National Account as a company headquartered and located in Iowa that also has employees in other states whose claims are processed through Inter-Plan Arrangements. If Account is headquartered in Iowa, any employees or persons associated with Account are eligible for coverage under the Account's Plan, including those employed or working at Account locations outside Iowa. If Account is not headquartered in Iowa, only those employees or individuals associated with the Iowa business locations are eligible for coverage under the Account's Plan, and coverage will be void for any persons associated with Account locations outside of Iowa. Eligibility of persons located outside of Iowa, or associated with Account locations outside of Iowa, is subject to applicable law and Association guidelines.

- 9.3 **Out-of-Area Services.** Wellmark has a variety of relationships with other Blue Cross and/or Blue Shield Licensees referred to generally as “**Inter-Plan Arrangements.**” These Inter-Plan Arrangements operate under rules and procedures issued by the Association. Whenever Members access health care services outside the geographic area Wellmark serves, the claim for those services may be processed through one of these Inter-Plan Arrangements. The Inter-Plan Arrangements are described generally below.

Typically, when accessing care outside the geographic area Wellmark serves, Members obtain care from health care providers that have a contractual agreement (“**participating providers**”) with the local Blue Cross and/or Blue Shield Licensee in that other geographic area (“**Host Blue**”). In some instances, Members may obtain care from health care providers in the Host Blue geographic area that do not have a contractual agreement (“**nonparticipating providers**”) with the Host Blue. Wellmark remains responsible for fulfilling its contractual obligations to Account and Wellmark’s payment practices in both instances are described below.

This disclosure describes how claims are administered for Inter-Plan Arrangements and the fees that are charged in connection with Inter-Plan Arrangements.

- a. **BlueCard® Program.** The BlueCard® Program is an Inter-Plan Arrangement. Under this Arrangement, when Members access Covered Services within the geographic area served by a Host Blue, the Host Blue will be responsible for contracting and handling all interactions with its participating providers. The financial terms of the BlueCard® Program are described generally below.
  - i. **Member Liability Calculation Method Per Claim.** Unless subject to a fixed dollar copayment, the calculation of the Member liability on claims for Covered Services processed through the BlueCard® Program will be based on the lower of the participating provider’s billed charges for Covered Services or the negotiated price made available to Wellmark by the Host Blue.
  - ii. **Account Liability Calculation Method Per Claim.** The calculation of Account’s liability on claims for Covered Services processed through the BlueCard® Program will be based on the negotiated price made available to Wellmark by the Host Blue under the contract between the Host Blue and the provider. Sometimes, this negotiated price may be greater for a given service or services than the billed charge in accordance with how the Host Blue has negotiated with its participating provider(s) for specific health care services. In cases where negotiated price exceeds the billed charge, Account may be liable for the excess amount even when the Member’s deductible has not been satisfied. This excess amount reflects an amount that may be necessary to secure (a) the provider’s participation in the network and/or (b) the overall discount negotiated by the Host Blue. In such a case, the entire contracted price is paid to the provider, even when the contracted price is greater than the billed charge.
  - iii. **Claims Pricing.** Host Blues determine a negotiated price, which is reflected in the terms of each Host Blue’s provider contracts. The negotiated price made available to Wellmark by the Host Blue may be represented by one of the following:

- a) An actual price. An actual price is a negotiated rate of payment in effect at the time a claim is processed without any other increases or decreases; or
- b) An estimated price. An estimated price is a negotiated rate of payment in effect at the time a claim is processed, reduced or increased by a percentage to take into account certain payments negotiated with the provider and other claim- and non-claim-related transactions. Such transactions may include, but are not limited to, anti-fraud and abuse recoveries, provider refunds not applied on a claim-specific basis, retrospective settlements, and performance-related bonuses or incentives; or
- c) An average price. An average price is a percentage of billed charges for Covered Services in effect at the time a claim is processed representing the aggregate payments negotiated by the Host Blue with all of its health care providers or a similar classification of its providers and other claim- and non-claim-related transactions. Such transactions may include the same ones as noted above for an estimated price.

The Host Blue determines whether it will use an actual, estimated, or average price. The use of estimated or average pricing may result in a difference (positive or negative), between the price Account pays on a specific claim and the actual amount the Host Blue pays to the provider. However, the BlueCard® Program requires that the amount paid by the Member and Account is a final price; no future price adjustment will result in increases or decreases to the pricing of past claims.

In some instances federal or state laws or regulations may impose a surcharge, tax or other fee. If applicable, Wellmark will disclose any such surcharge, tax or other fee to Account, which will be Account's liability.

Any positive or negative differences in estimated or average pricing are accounted for through variance accounts maintained by the Host Blue and incorporated into future claim prices. As a result, the amounts charged to Account will be adjusted in a following year, as necessary, to account for over- or underestimation of the past years' prices. The Host Blue will not receive compensation from how the estimated price or average price methods, described above, are calculated. Because all amounts paid are final, neither positive variance account amounts (funds available to be paid in the following year), nor negative variance amounts (the funds needed to be received in the following year), are due to or from Account. If Account terminates, Account will not receive a refund or charge from the variance account.

Variance account balances are small amounts relative to the overall paid claims amounts and will be liquidated over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume/number of claims processed and variance account balance.

Variance account balances may earn interest. Host Blues may retain interest earned, if any, on funds held in variance accounts.

- iv. **BlueCard® Program Fees and Compensation.** Account understands and agrees to reimburse Wellmark for certain fees and compensation which Wellmark is obligated under the BlueCard® Program to pay to the Host Blues, to the Association, and/or to vendors of BlueCard® Program-related services. The specific BlueCard® Program fees and compensation that are charged to Account, if any, are set forth in **Exhibit “A”**. BlueCard® Program Fees and compensation may be revised from time to time as described in subsection f below. All BlueCard® Program-related fees, including any Access Fees paid to Host Blues, and Administrative Expense Allowance (“**AEA**”) Fees, are included in Wellmark's general Administrative Fee as set forth in Exhibit “A”. Wellmark has elected to not separately charge any Inter-Plan Arrangement-related fees to Account.
- b. **Special Cases: Value-Based Programs.** Account's Members may access Covered Services from providers that participate in a Host Blue's Value-Based Program. Value-Based Programs may be delivered through the BlueCard® Program. These Value-Based Programs may include, but are not limited to, Accountable Care Organizations, Global Payment/Total Cost of Care arrangements, Patient Centered Medical Homes, and Shared Savings arrangements.
  - i. **Value-Based Programs under the BlueCard® Program; Program Administration.** Under Value-Based Programs, a Host Blue may pay providers for reaching agreed-upon cost/quality goals in the following ways: retrospective settlements, Provider Incentives, share of target savings, Care Coordinator Fees and/or other allowed amounts. The Host Blue may pass these provider payments to Wellmark, which Wellmark will pass directly on to Account as an amount included in the price of the claim.

When such amounts are included in the price of the claim, the claim may be billed using one of the following pricing methods, as determined by the Host Blue:

- a) **Actual Pricing:** The charge to accounts for Value-Based Programs incentives/Shared Savings settlements is part of the claim. These charges are passed to Account via an enhanced provider fee schedule.
- b) **Supplemental Factor:** The charge to accounts for non-attributed Value-Based Programs incentives/Shared Savings settlements is a supplemental amount that is included in the claim as an amount based on a specified supplemental factor (e.g., a small percentage increase in the claim amount). The supplemental factor may be adjusted from time to time.

The amounts used to calculate the supplemental factors for estimated pricing are fixed amounts that are estimated to be necessary to finance the cost of a particular Value-Based Program. Because amounts are

estimates, there may be positive or negative differences based on actual experience and such differences will be accounted for in a variance account maintained by the Host Blue (in the same manner as described in the BlueCard® claim pricing section above) until the end of the applicable Value-Based Program payment and/or reconciliation measurement period. The amounts needed to fund a Value-Based Program may be changed before the end of the measurement period if it is determined that amounts being collected are projected to exceed the amount necessary to fund the programs or if they are projected to be insufficient to fund the program.

At the end of the Value-Based Program payment and/or reconciliation measurement period for these arrangements, Host Blues will take one of the following actions:

- a) Use any surplus in funds in the variance account to fund Value-Based Program payments or reconciliation amounts in the next measurement period.
- b) Address any deficit in funds in the variance account through the reconciliation billing amount for the next measurement period.

The Host Blue will not receive compensation resulting from how estimated or average price methods, described above, are calculated. If Account terminates, Account will not receive a refund or charge from the variance account. This is because any resulting surpluses or deficits would be eventually exhausted through prospective adjustment to the settlement billings in the case of Value-Based Programs. The measurement period for determining these surpluses or deficits may differ from the term of this Agreement.

Note: Members will not bear any portion of the cost of Value-Based Programs except when a Host Blue uses either average pricing or actual pricing to pay providers under Value-Based Programs.

- ii. **Care Coordinator Fees.** Host Blues may also bill Wellmark for Care Coordinator Fees for provider services which Wellmark will pass on to Account as follows:

Individual claim billings through applicable care coordination codes from the most current edition of either Current Procedural Terminology (“CPT”) published by the American Medical Association (“AMA”) or Healthcare Common Procedure Coding System (“HCPCS”) published by the Centers for Medicare and Medicaid Services (“CMS”).

As part of this Agreement, Wellmark and Account will not impose Member cost sharing for Care Coordinator Fees.

- c. **Return of Overpayments.** Recoveries of overpayments from a Host Blue or its participating providers can arise in several ways including, but not limited to, anti-fraud and abuse recoveries, health care provider/hospital bill audits, credit balance audits, utilization review refunds, and unsolicited refunds. Recoveries will be

applied in general, on either a claim-by-claim or prospective basis. If recovery amounts are passed on a claim-by-claim basis from a Host Blue to Wellmark they will be credited to Account. In some cases, the Host Blue will engage a third party to assist in identification or collection of overpayments. The fees of such a third party may be charged to Account as a percentage of the recovery of its claims.

d. **Nonparticipating Providers Outside Wellmark's Service Area.**

i. **Member Liability Calculation.**

- a) **In General.** When Covered Services are provided outside of Wellmark's service area by nonparticipating providers, the amount(s) a Member pays for such services will be based on either the Host Blue's nonparticipating provider local payment or the pricing arrangements required by applicable state law. In these situations, the Member may be responsible for the difference between the amount that the nonparticipating provider bills and the payment Wellmark will make for the Covered Services as set forth in this paragraph. Payments for out-of-network emergency services will be governed by applicable federal and state law.
- b) **Exceptions.** In some exception cases, Wellmark may pay claims from nonparticipating providers for Covered Services outside of Wellmark's service area based on the provider's billed charge. This may occur in situations where a Member did not have reasonable access to a participating provider, as determined by Wellmark or by applicable law. In other exception cases, Wellmark may pay such claims based on the payment Wellmark would make if Wellmark were paying a nonparticipating provider for the same Covered Services inside of Wellmark's service area. This may occur where the Host Blue's corresponding payment would be more than Wellmark's in-service area nonparticipating provider payment. Wellmark may choose to negotiate a payment with such a provider on an exception basis.

Unless otherwise stated, in any of these exception situations, the Member may be responsible for the difference between the amount that the nonparticipating provider bills and the payment Wellmark will make for the Covered Services as set forth in this paragraph.

- ii. **Fees and Compensation.** Account understands and agrees to reimburse Wellmark for certain fees and compensation which Wellmark is obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blues, to the Association, and/or to vendors of Inter-Plan Arrangement-related services. The specific fees charged to Account, if any, are set forth in Exhibit "A".

e. **Blue Cross Blue Shield Global® Core.**

- i. **General Information.** If Members are outside the United States, the Commonwealth of Puerto Rico, and the U.S. Virgin Islands (hereinafter:

**“BlueCard® service area”**), they may be able to take advantage of the Blue Cross Blue Shield Global® Core when accessing Covered Services. The Blue Cross Blue Shield Global® Core is not served by a Host Blue.

**Inpatient Services.** In most cases, if Members contact the Blue Cross Blue Shield Global® Core Service Center for assistance, hospitals will not require Members to pay for covered inpatient services, except for their cost-share amounts. In such cases, the hospital will submit Member claims to the Blue Cross Blue Shield Global® Core Service Center to initiate claims processing. However, if the Member paid in full at the time of service, the Member must submit a claim to obtain reimbursement for Covered Services. **Members must contact Wellmark to obtain precertification for non-emergency inpatient services.**

- ii. **Blue Cross Blue Shield Global® Core Related Fees.** Account understands and agrees to reimburse Wellmark for certain fees and compensation which Wellmark is obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blues, to the Association, and/or to vendors of Inter-Plan Arrangement-related services. The specific fees charged to Account under Blue Cross Blue Shield Global® Core, if any, are set forth in Exhibit “A”.

- f. **Modifications or Changes to Inter-Plan Arrangement Fees or Compensation.** Modifications or changes to Inter-Plan Arrangement fees are generally made effective January 1 of the calendar year but they may occur at any time during the year. In the case of any such modifications or changes, Wellmark shall provide Account with at least thirty (30) days’ advance written notice of any modification or change to such Inter-Plan Arrangement fees or compensation describing the change and the effective date thereof and Account’s right to terminate this Agreement without penalty by giving written notice of termination before the effective date of the change. If Account fails to respond to the notice and does not terminate this Agreement during the notice period, Account will be deemed to have approved the proposed changes, and Wellmark will then allow such modifications to become part of this Agreement.

## **ARTICLE 10 MISCELLANEOUS**

- 10.1 **Change of Agreement.** If Account makes changes in the Plan or Benefits Document, Account shall give Wellmark sufficient advance notice of such changes. If Account makes any material changes in the Plan, or if material changes are required by law, including the addition or deletion of benefits, a material change in group composition or membership or eligibility requirements, such as a change in the number of eligible or enrolled individuals of ten percent (10%) or more, percentage of individuals enrolled, types of coverage offered, business entities covered, or offerings of other health insurers’ coverage to eligible individuals, Wellmark shall have the right at its option to amend this Agreement, including an adjustment to the financial terms shown on Exhibit “A”, or to terminate this Agreement in accordance with Section 8.3.
- 10.2 **Iowa Code Chapter 509A Compliance; No Actuarial Certification.** Nothing contained in this Agreement or on Exhibit “A” shall be construed or considered to be an actuarial

opinion or certification by Wellmark in connection with Iowa Code Chapter 509A regarding the adequacy of reserves, rates, or financial condition of Account or the Plan. Account is solely responsible for compliance with all provisions of Iowa Code Chapter 509A and implementing regulations and, if applicable, is responsible for reporting any paid losses for the Account's self-funded operation of the Plan, as required by Iowa Code Section 513C.10, and for paying any assessment related to those paid losses.

10.3 **Use of Trademarks and Names.** Wellmark and Account reserve the right to control the use of their respective corporate names and any other respective symbols, assumed names, trademarks, and service marks, presently existing or subsequently established. Wellmark and Account agree not to use the corporate name, symbol, assumed names, trademarks, or service marks of the other in advertising, promotional materials, or otherwise without the prior written consent of the other. Any previously approved usage shall cease immediately upon the termination of this Agreement and any materials using such names or marks are the property of the appropriate namesake and shall be returned to the appropriate property owner upon request or at the termination of this Agreement.

10.4 **Complete Agreement; Amendments.** The parties agree that this Agreement, including, without limitation, all Exhibits or amendments hereto, applicable Business Associate Agreement, and COBRA Administrative Services Agreement or Addendum, if any, constitute the complete and exclusive agreement and statement of the relationship between the parties with regard to the subject matter of this Agreement and supersedes all related discussions, understandings, proposals, exhibits, amendments, prior and concurrent agreements, representations and warranties, whether oral or written, and any other communications between the parties in regard to the subject matter hereof. This Agreement, including, without limitation, any Exhibits hereto, may be amended from time to time by the parties. Any amendment to this Agreement, or change, modification, or waiver of any of the terms or provisions of this Agreement shall be effective only when made in writing and signed by an authorized representative of each party and delivered in accordance with Section 10.11. This Agreement shall take precedence over any other documents that may be in conflict with it.

Notwithstanding the foregoing, if this Agreement supersedes a prior Agreement, health services with an Incurred Date prior to the Effective Date of this Agreement shall be processed pursuant to the terms of the applicable superseded Agreement.

10.5 **Force Majeure.** The parties to this Agreement shall be excused from any performance under this Agreement, other than payment of amounts due, for any period and to the extent they are delayed, restricted, or prevented from performing under this Agreement as a result of an act of God, war, civil disturbance, legislative enactment, court order, labor dispute, act of terrorism, or other cause beyond their reasonable control.

10.6 **Limitation of Action.** Notwithstanding Sections 5.6, 7.9, and 8.8, no legal or equitable action or claim, may be brought against Wellmark for an action or claim arising under or relating to this Agreement more than two (2) years after the cause of action arose.

10.7 **Assignment.** The Agreement shall be binding on the parties and their respective successors and permitted assigns. Neither party may assign this Agreement to any third party, in whole or in part, without the prior written consent of the other; provided, however, Wellmark may assign this Agreement, in whole or in part, to any entity that controls, is controlled by, or is under common control with Wellmark. Further, Wellmark may, in its



sole and unfettered discretion, contract with a third party to perform some Administrative Services or other of Wellmark's duties under this Agreement, including, without limitation, the subrogation recovery services for Claims Paid. To the extent Wellmark contracts with a third party to perform any such services or duties, the term "Wellmark" as used in this Agreement shall be deemed to include the contracted third party, as the context so requires.

- 10.8 **Waiver.** The failure of any party to enforce any terms or provisions of the Agreement shall not be deemed or construed to be a waiver of the enforceability of such provision. Similarly, the failure to enforce any remedy arising from a default under the terms of the Agreement shall not be deemed or construed to be a waiver of such default. Any waiver of any provision of this Agreement, and any consent to any departure from the terms of any provision of this Agreement, shall be effective only in the specific instance and for the specific purpose for which made or given.
- 10.9 **Nature of Relationship; Authority of Parties.** Nothing contained in this Agreement and no action taken or omitted to be taken by Account or Wellmark pursuant hereto shall be deemed to constitute Account and Wellmark a partnership, an association, a joint venture or other entity whatsoever. Wellmark shall at all times be acting as an independent contractor under this Agreement. No party has the authority to bind the other in any respect whatsoever.
- 10.10 **No Third-Party Beneficiaries.** This Agreement is for the benefit of Account and Wellmark and not for any other person. It shall not create any legal relationship between Wellmark and any employee, Member, or any other party claiming any right, whether legal or equitable, under the terms of this Agreement or of the Plan.
- 10.11 **Notices and Communication.** The parties shall be entitled to rely upon any communication or notice from the other in connection with this Agreement to be genuine, truthful, and accurate, and to have been authorized, signed, or issued by an officer or agent of such entity empowered to make such representation on behalf of the entity.

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed given when delivered personally, placed in the U.S. mail (postage prepaid), delivered to a recognized courier service for delivery (delivery charges prepaid), or sent by electronic means and addressed to the last address furnished in writing. Until another address is furnished in writing, notice to Account may be addressed to the address shown on Exhibit "A" attached to this Agreement.

Notice to Wellmark may be addressed:

Wellmark Blue Cross and Blue Shield of South Dakota  
Attention: Procurement and Contracts  
1331 Grand Avenue  
Des Moines, Iowa 50309-2901

- 10.12 **State of Issue; Applicable Law; Venue; and Waiver of Jury Trial.** This Agreement is issued and delivered in the state of Iowa and is performed in Des Moines, Iowa. To the extent not superseded by the laws of the United States and without regard to any conflict of law rule, this Agreement shall be construed in accordance with and governed by the laws of the state of Iowa. Any action in regard to this Agreement or arising out of the terms

of this Agreement shall be instituted and litigated in the Iowa District Court or the United States District Court located in Des Moines, Polk County, Iowa and no other. **ACCOUNT AND WELLMARK WAIVE ANY RIGHT TO A JURY TRIAL WITH RESPECT TO AND IN ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, DEMAND OR OTHER MATTER WHATSOEVER ARISING OUT OF THIS AGREEMENT.**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date first stated above.

City of Cedar Falls

Wellmark of South Dakota, Inc., doing business as  
Wellmark Blue Cross and Blue Shield of South  
Dakota

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

David S. Brown  
Executive Vice President, Chief Financial Officer  
and Treasurer

Title: \_\_\_\_\_

**Wellmark Blue Cross and Blue Shield of South Dakota**  
**Administrative Services Agreement**  
**Exhibit A**  
**Administrative Fees, Network Access Fees, Other Fees**

**Account Full Name and Address:**

City of Cedar Falls  
220 Clay Street  
Cedar Falls, IA 50613-2726

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**Benefit Plan(s) Administered By:**

Wellmark Blue Cross and Blue Shield of South Dakota

**Rating Period:**

The Rating Period begins on 7/01/2019 and ends on 6/30/2020.

**Plan Year:**

The Plan Year begins on 07/01 and ends on 06/30.

**Administrative Fee:**

Health:	\$39.55	per Plan Member per month based on active Plan Members on last day of billing month (subject to limitations listed under Billing and Payment Method below).
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**Pharmacy Vendor Admin Fee:**

\$2.00	per Plan Member per month based on active Plan Members on last day of billing month (subject to limitations listed under Billing and Payment Method below).
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<b>Network Access Fee:</b>	\$8.01	per Plan Member per month based on active Plan Members on last day of billing month (subject to limitations listed under Billing and Payment Method below).
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**Medical Management Services:**

Subject to the limitations listed under **Billing and Payment Method** below.

For the period beginning on 07/01/2019 and ending on 06/30/2020.

**Well-being Services**

Well-being Package	Annual Fee	\$8,298.46
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\*For Medical Management Services billed as Per Participant, participant means only those individuals who are participating in the respective Medical Management Services for the applicable month.

**Wellmark Blue Cross and Blue Shield of South Dakota**  
**Administrative Services Agreement**  
**Exhibit A**  
**Administrative Fees, Network Access Fees, Other Fees**

**Account Full Name and Address:**

City of Cedar Falls  
220 Clay Street  
Cedar Falls, IA 50613-2726

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**External Review:**

External review fees for Independent Review Organizations (IROs), if applicable, will be on a per case or per external review basis and all such fees attributable to Members under the Plan shall be billed to Account in the amount billed to Wellmark by the IRO.

**Third Party Liability Vendor Fees:**

The third party liability recovery vendor(s) retain a service fee calculated as a percentage of the recovered amount after deductions for attorneys' fees and costs. The recovery vendor's service fee is 19.5% of the recovered amount. This fee is subject to change. The final recovered amount received from the vendor is credited to Account. Wellmark's agreement with the recovery vendor may from time to time allow for the application of no vendor service fees to amounts recovered during that period of time. Any recovery amount obtained by the vendor on behalf of the Account during such time period will be provided to Account without application of the vendor service fee.

**BlueCard Program-related Fees:**

All BlueCard Program-related fees, including any Access Fees paid to Host Blues and Administrative Expense Allowance ("AEA") Fee, are included in Wellmark's general Administrative Fee stated above. Wellmark has elected to not separately charge any Inter-Plan Arrangement-related fees to Account. The general Administrative Fee encompasses fees Wellmark charges to Account for administering Account's benefit plan. Fees may include both local and Inter-Plan fees. Other BlueCard Program-related fees included in the general Administrative Fee include the Central Financial Agency Fee, ITS Transaction Fee, Toll-Free Number Fee, PPO Provider Directory Fee, and the Blue Cross Blue Shield Global Coverage Fees, if applicable.

**Billing and Payment Method:**

Wellmark shall notify Account weekly of the total Claims Paid amount for the week. Account shall make payment to Wellmark within forty-eight hours of receipt of the notification. Wellmark shall bill Account monthly for Claims Paid (if any), Administrative Fee, other fees, and reflect the payments/credits received.

**Limitations:** Any adjustments to Administrative Fee, Network Access Fee, and other fees due to membership or eligibility changes shall be reflected on the billing for the month in which the membership or eligibility change is made and shall be limited to a period of three (3) months prior to the date Wellmark processes the Member eligibility change.

**Exhibit A Issue Date:** 6/11/2019



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 Brown and City Council Members

**FROM:** Paul Kockler, Accountant

**DATE:** June 12, 2019

**SUBJECT:** **FY20 Wellmark Blue Cross and Blue Shield Health Plan  
Stop Loss Policy**

Attached for your approval is the health plan Stop Loss Policy and rate exhibit for FY20. If you have questions regarding the attached, please contact me at 268-5101 or Jennifer Rodenbeck at 268-5108.

Attachment

# STOP LOSS POLICY

**WELLMARK, INC.**

**issued to**

**City of Cedar Falls**

Stop Loss Policy Effective Date: July 1, 2019  
Stop Loss Period: July 1, 2019 to June 30, 2020

Form Number: IA Wellmark, Inc. LG SLP

Version: 10/18

## STOP LOSS POLICY

THIS STOP LOSS POLICY (herein “**Policy**”) is issued by Wellmark, Inc., doing business as Wellmark Blue Cross and Blue Shield of Iowa, an Iowa mutual insurance company (herein “**Wellmark**”), effective as of the **first** day of **July 2019** (“**Effective Date**”), to City of Cedar Falls, an Iowa public entity, with its principal business location in Iowa (herein “**Account**”).

### RECITALS

1. Account is the plan sponsor of a self-funded group health plan (herein called “the **Plan**”) within the meaning of and in accordance with applicable federal or state law for its common law employees and other eligible individuals. The Plan is designed, maintained and funded by Account and Account is solely responsible for making Member eligibility determinations and for Claims.
2. Account desires that Wellmark reimburse it for Claims Eligible for Reimbursement that satisfy the amounts and terms specified in this Policy. Account acknowledges this Policy provides it with reimbursement only for Claims Eligible for Reimbursement meeting the terms and conditions specified in this Policy and Wellmark provides no insurance coverage for the Plan or for any Member. Wellmark assumes no financial risk or obligations with respect to Claims except as expressly specified in this Policy.

**NOW, THEREFORE**, it is hereby agreed as follows:

### ARTICLE 1 POLICY DEFINITIONS

- 1.1 “**Aggregate Deductible**” means the percentage of expected Claims Eligible for Reimbursement for all Members during the Stop Loss Period that is Account’s liability before any reimbursement is made under the aggregate stop loss coverage of this Policy. The Aggregate Deductible amount is shown on **Exhibit “A”**, Stop Loss Premiums and Financial Terms, which is attached to this Policy and incorporated by this reference.
- 1.2 “**Attachment Point**” means the amount of expected Claims Eligible for Reimbursement per Plan Member for each benefit classification. The Attachment Point is used to determine Account’s Aggregate Deductible and Minimum Aggregate Deductible and is shown on **Exhibit “A”**, Stop Loss Premiums and Financial Terms, which is attached to this Policy and incorporated by this reference.
- 1.3 “**Benefit Services Administrator**” means the company or companies specified on **Exhibit “A”**, Stop Loss Premiums and Financial Terms, which provides health benefit plan administration services to Account pursuant to a separately executed administrative services agreement in effect during the Stop Loss Period.
- 1.4 “**Benefits Document**” means the written document(s) Account makes available to Members that describe and define the terms, benefits, and limitations of the Plan and may be titled Benefits Certificate, Coverage Manual, or something similar.

- 1.5 **"Claims"** means the dollar amount of the Benefit Services Administrator's payment on behalf of the Account for covered health care services provided to Members under the terms of the Plan administered by the Benefit Services Administrator. Claims do not include any: (a) amounts paid for health care services as a Plan exception made at the direction of Account; (b) amounts paid for health care services determined by the Benefits Services Administrator to be investigational or experimental as defined under the terms of the Plan; (c) amounts paid for health care services determined by the Benefits Services Administrator to be not medically necessary as defined under the terms of the Plan; (d) amounts paid for health care services for an individual not eligible for coverage under the terms of the Plan; or (e) amounts paid that are not for covered health care services under the terms of the Plan.
- 1.6 **"Claims Eligible for Reimbursement"** means Claims that have both an Incurred Date within the Run-in Period or Stop Loss Period and a Paid Date within the Stop Loss Period specified on Exhibit "A".
- 1.7 **"Incurred Date"** means the date health care services are provided to Members. With regard to inpatient hospital or facility services, the date of the Member's admission to the facility is considered as the Incurred Date.
- 1.8 **"Individual Deductible"** means the fixed dollar amount of Claims Eligible for Reimbursement per Member as specified on Exhibit "A", which is the Account's liability before any reimbursement is made under the individual stop loss coverage of this Policy.
- 1.9 **"Member"** means a person, including a Plan Member's spouse or eligible dependent children, who is eligible and enrolled to receive health benefits in accordance with the terms of the Plan, specifically including the Plan's eligibility criteria, as determined and identified by Account. The Member must be eligible and enrolled in the Plan on the Incurred Date of the Claims.
- 1.10 **"Minimum Aggregate Deductible"** means an amount that is the Account's minimum liability under the aggregate stop loss coverage of this Policy. The Minimum Aggregate Deductible is the product of the number of Plan Members in effect for each Attachment Point, multiplied by each Attachment Point shown on Exhibit "A", multiplied by 90%. The results of the calculations shall be added together each month during the Stop Loss Period resulting in the year-to-date (YTD) Minimum Aggregate Deductible. The Minimum Aggregate Deductible is calculated at the beginning of the Stop Loss Period, based on the enrollment under each Attachment Point and may be recalculated during the Stop Loss Period due to a benefit change.
- 1.11 **"Paid Date"** means the date on which a Claim payment is made by the Benefit Services Administrator. The Benefit Services Administrator may adjust Claims for a period of up to eighteen (18) months after the Claim is first processed. If a Claim is subsequently adjusted, the date of the final adjustment is considered the Paid Date, provided, however, that if a Claim is adjusted in accordance with a decision of an Independent Review Organization (IRO) making an external review determination under applicable law, the date of the Benefit Services Administrator's internal adverse benefit determination is considered the Paid Date for purposes of this Policy.



- 1.12 **"Plan"** means the self-funded group health plan or plans established, sponsored and maintained by Account, the terms of which are described in the applicable Benefits Document.
- 1.13 **"Plan Member"** means a common law employee or other individual identified by Account as a person eligible and enrolled to receive health benefits under the Plan subject to the terms, conditions, and limitations described in the Plan documents as administered by the Benefit Services Administrator.
- 1.14 **"Protected Health Information" or "PHI"** means the same as the term "protected health information" in 45 CFR §160.103.
- 1.15 **"Run-In Period"** means the period of time set forth on Exhibit "A" prior to beginning of the Stop Loss Period, during which Claims may have Incurred Dates.
- 1.16 **"Stop Loss Claims"** mean dollar amounts for Claims Eligible for Reimbursement that exceed the applicable Individual Deductible under this Policy.
- 1.17 **"Stop Loss Period"** means the period of time set forth on Exhibit "A" or the most recent revision to Exhibit "A" issued to Account and attached to this Policy and incorporated by this reference.
- 1.18 **"Stop Loss Premium"** means the amount Wellmark charges Account for stop loss coverage. The Stop Loss Premium may include broker fees or commissions and is shown on Exhibit "A".

## **ARTICLE 2 RESPONSIBILITIES OF ACCOUNT**

- 2.1 **Payment of Stop Loss Premiums.** Wellmark shall bill Account monthly and Account agrees to pay Wellmark the amount of the Stop Loss Premiums and any applicable taxes or fees billed for the preceding month. Such payment may be made by wire transfer, electronic (ebilling) payment, or automatic funds withdrawal. If Account elects automatic funds withdrawal, it shall execute the necessary authorization, including an authorization for automatic withdrawal of any changed amount as reflected on Account's bill. Any adjustments due to membership or eligibility changes shall be reflected on the billing for the month in which the membership or eligibility change is made. Adjustments to Stop Loss Premiums shall be limited to a period of three (3) months prior to the date the Benefit Services Administrator processes the Member eligibility change. The bill will show the amounts due and will also show any credits during the preceding month. Account shall promptly pay Wellmark at Wellmark's office, the total amount due, no later than the due date on the bill.
- 2.2 **Late Payments.** All payments due from Account to Wellmark must be paid on time and when due in accordance with Section 2.1. If the Account fails to make payments in full when due, Wellmark may discontinue the reimbursement of all Stop Loss Claims for the Account, impose interest or late fees, or may setoff or recoup late payments from other amounts that may be due to Account. Payments not made when due shall include an interest charge on the outstanding amounts from the due date until payment is made in full at the then current prime rate as published periodically in the Midwest edition of The

Wall Street Journal plus two percent (2%). Late fees are calculated on the entire amount due regardless of any partial payments. The acceptance by Wellmark of any late payments or partial payments shall not constitute a waiver of any rights under this Policy. If Account fails to make payments when due for two or more consecutive months, Wellmark may impose additional late fees of up to eighteen percent (18%) per annum.

- 2.3 **Providing Information; Account Representations.** Account shall provide all information and representations reasonably necessary and as may be requested by Wellmark during the underwriting and issuance of this Policy and to establish loss for which reimbursement is claimed under this Policy. Account shall provide such information in a time, form, format, and manner required by Wellmark and is responsible for the timeliness, integrity, retention, and accuracy of information and records provided to Wellmark. Wellmark shall be entitled to rely upon such information in underwriting and issuing this Policy and in discharging its responsibilities under this Policy. Account's failure to provide complete and timely information may cause Stop Loss Claims to be denied.
- 2.4 **Notice of Persons Eligible for Coverage.** Account or its Benefit Services Administrator shall notify Wellmark of individuals eligible and enrolled in the Plan and of changes in eligibility in accordance with the manner, time, and procedures set forth in the separate administrative services agreement entered into between Account and the Benefit Services Administrator. Notwithstanding the effective date Account establishes for Member eligibility, no eligibility change shall be effective under this stop loss coverage more than three (3) months prior to the date the Benefit Services Administrator processes the Member eligibility change.
- 2.5 **Right of Reimbursement or Recovery.** In the event Account receives or is eligible to receive a payment or credit from a third-party or the Benefit Services Administrator for any portion of Claims, including, but not limited to, pharmaceutical manufacturer rebates, and Wellmark has previously paid or reimbursed Account for all or any portion of such Claims pursuant to this or a prior Stop Loss Policy, Account shall repay Wellmark the full amount of the recovery received by Account up to the full extent of Wellmark's stop loss payment(s), regardless of whether this Policy is in force on the date of Account's recovery. Such recovery or reimbursement cannot be used to satisfy any deductible or attachment point under this Policy.
- 2.6 **Third Party Liability Recovery.** Account acknowledges and agrees that Wellmark, as the stop loss carrier, has priority of any third-party liability recovery in the event Stop Loss Claims for a Member have been credited to Account. Account may delegate responsibility for subrogation and third-party liability recovery services to Benefit Services Administrator's subrogation and third-party liability recovery vendor ("Subrogation Vendor") on Account's behalf, which shall pursue and prosecute any and all subrogation interests or other valid claims that Account may have against a third-party or any current or former Member who recovers or has a right of recovery from a third-party as a consequence of any occurrence resulting in Claims. If Account or Subrogation Vendor initiates any action for recovery, Account shall notify Wellmark of such action within ten (10) days of filing such action. Account shall cooperate with Wellmark and, upon request of Wellmark, Account shall execute and deliver to Wellmark an assignment and any other instrument that may be necessary to secure Wellmark's right of recovery. Account shall not waive any rights to pursue recovery from a third-party without Wellmark's written consent.

In the event Account recovers all or any portion of Claims from a third-party or from a current or former Member, or any Claim is reversed in full or in part due to payment or acceptance of responsibility by a third-party, and Wellmark has previously paid or reimbursed Account for all or any portion of such Claims pursuant to this or a prior Stop Loss Policy, Account shall repay Wellmark the full amount of the recovery received or Claim reversed by Account up to the full extent of Wellmark's stop loss payment(s), regardless of whether this Policy is in force on the date of Account's recovery. Such recovery or reimbursement cannot be used to satisfy any deductible or attachment point under this Policy. On a case by case basis, and only if Wellmark has agreed in writing and in advance, Account may reduce the amount it repays to Wellmark by reasonable and necessary expenses incurred directly by Account in obtaining recovery from the third party.

### **ARTICLE 3 STOP LOSS COVERAGE**

- 3.1 **Individual Stop Loss Coverage.** Wellmark shall reimburse Account for the amount by which the Claims Eligible for Reimbursement for a specific Member exceed the Individual Deductible amount for the specific Member shown on Exhibit "A", subject to any Policy limitations set forth on Exhibit "A". Reimbursement for Stop Loss Claims is generally provided as a statement credit on Account's next statement from the Benefit Services Administrator. All Stop Loss Claims reimbursements shall be subject to audit or review as provided in sections 2.3 and 4.3 of this Policy that Wellmark determines in its sole discretion may be required to verify a Member's eligibility and enrollment in the Plan, verify the proper payment of Claims, or verify Stop Loss Claims are reimbursed correctly.
- 3.2 **Aggregate Stop Loss Coverage.** Wellmark shall determine the aggregate stop loss coverage reimbursement as described in this Section.
- a. For each month of the Stop Loss Period, the monthly Claims Eligible for Reimbursement shall be calculated by accumulating all Claims for that month, less any reimbursement made under the individual stop loss coverage during the same Stop Loss Period, less any Claims excluded from the aggregate stop loss coverage. The monthly Claims Eligible for Reimbursement shall be added together for all months during the Stop Loss Period, resulting in the year-to-date (YTD) Claims Eligible for Reimbursement;
  - b. For each month of the Stop Loss Period, the number of Plan Members in effect for each benefit classification shall be multiplied by the Attachment Point for each benefit classification shown on Exhibit "A". The results of the calculations shall then be added together, resulting in the monthly Aggregate Deductible. Each monthly Aggregate Deductible shall be added together for all months during the Stop Loss Period, resulting in the year-to-date (YTD) Aggregate Deductible; and
  - c. If the YTD Claims Eligible for Reimbursement exceed the greater of the YTD Aggregate Deductible or the YTD Minimum Aggregate Deductible, Wellmark shall reimburse Account for the excess amount within sixty (60) days after the end of the Stop Loss Period. If the YTD Claims Eligible for Reimbursement is less than the greater of the YTD Aggregate Deductible or the YTD Minimum Aggregate Deductible, no reimbursement by Wellmark will be made.

## ARTICLE 4 CONFIDENTIAL INFORMATION; EXAMINATION OF RECORDS

- 4.1 **Protected Health Information.** The rights and responsibilities of the parties and permitted uses and disclosures with respect to Protected Health Information shall be set forth in the separately executed Business Associate Agreement.
- 4.2 **Non-Disclosure of Confidential Information.** The rights and responsibilities of the parties and permitted uses and disclosures with respect to information and data collected or developed by Wellmark related to Claims, cost, utilization, outcomes, quality, and financial performance of the Plan during the term of this Policy ("**Confidential Information**") shall be as set forth in the separately executed administrative services agreement between Account and the Benefit Services Administrator.
- 4.3 **Right to Examine Records; Record Retention.** Wellmark or its authorized representative may at its own expense examine the financial, enrollment, eligibility standards, and Claims records of Account, its Benefit Services Administrator(s), or other third parties providing services to Account, reasonably related to the administration of this Policy, as reasonably often as Wellmark deems appropriate, to reconcile eligibility or enrollment information and records or to determine appropriate payment of Stop Loss Claims under this Policy. Such examination may be conducted either before or after reimbursement of Stop Loss Claims and, if at Account's location, shall be conducted during regular business hours, upon reasonable advance written notice. Account shall provide any information reasonably requested by Wellmark. Account shall ensure that all records relating to the matters described in this Section 4.3 will be maintained for at least twenty-four (24) months following the end of the Stop Loss Period. The examination period may cover the most recent Stop Loss Period and the preceding twenty-four (24) months only, if applicable, and may cover Account's prior or third-party Benefit Services Administrator.
- 4.4 **Survival.** Any obligations of either party to the other under this Article of the Policy survive any termination of this Policy.

## ARTICLE 5 TERM AND TERMINATION

- 5.1 **Term; Termination of Plan or Administrative Services Agreement.** This Policy shall become effective on the Effective Date and shall continue in force for the Stop Loss Period as set forth on Exhibit "A", unless earlier terminated as provided in this Policy. If the Plan is terminated, or if Account's administrative services agreement with the Benefit Services Administrator is terminated, this Policy shall terminate as of the date the Plan is terminated or as of the date the administrative services agreement is terminated, whichever is applicable and whichever date is earlier.
- 5.2 **Renewal Terms; Notice of Non-Renewal.** This Policy may be renewed for successive Stop Loss Periods only when a new or amended Policy with an updated Exhibit "A" specifying a new Stop Loss Period is issued and executed by Wellmark. Wellmark shall have the right to change the Stop Loss Premiums for any renewal term as reflected on an updated Exhibit "A". If Wellmark decides not to renew the Policy, it shall provide Account

written notice of non-renewal at least forty-five (45) days prior to the end of the Stop Loss Period.

- 5.3 **Termination for Nonpayment.** Wellmark may terminate this Policy at any time, upon ten (10) days written notice to Account, if Account fails to make complete payments, including late fees, when due in accordance with this Policy. The notice shall include the reason for the termination. Wellmark may recoup or setoff from any Stop Loss Claims any premiums or other fees or amounts owed to Wellmark or to Benefit Services Administrator by Account.
- 5.4 **Effects of Termination.** If Wellmark terminates this Policy for nonpayment by the Account, Wellmark shall not reimburse Account for Claims Eligible for Reimbursement beyond the effective date of the termination regardless of when services were received or the Claims were paid. If this Policy terminates other than at the expiration of the Stop Loss Period, the effective date of the termination shall become the end of the Stop Loss Period.
- 5.5 **Survival.** Any liability of either party to the other for amounts owed or owing under this Policy, unless such amounts are de minimus, shall not be extinguished by the termination of this Policy.

## **ARTICLE 6 MISCELLANEOUS**

- 6.1 **Complete Policy; Amendment.** This Policy, including any exhibits or amendments, constitutes the complete and exclusive agreement and statement of relationship between the parties with regard to the subject matter of this Policy and supersedes all related discussions, proposals, prior policies, agreements, understandings, prior and concurrent agreements, representations and warranties, whether oral or written, and any other communications between the parties in regard to the subject matter of this Policy. Changes or amendments to this Policy shall be effective only when the written amendment has been signed by an authorized representative of Wellmark and delivered in accordance with Section 6.10. This Policy shall take precedence over any other documents that may be in conflict with it.
- 6.2 **Change of Policy.** If Account makes changes in the Plan or Benefits Documents, Account shall give Wellmark sufficient advance written notice of such changes. If Account makes any material changes in the Plan administered by the Benefit Services Administrator, or if material changes are required by law, including the addition or deletion of benefits, a material change in group composition or membership or eligibility requirements, such as an increase in the ratio of family to single contracts of twenty percent (20%) or more, a change in the number of eligible individuals of ten percent (10%) or more, percentage of individuals enrolled, type of coverage offered, business entities covered, change in Benefit Services Administrator, or offerings of other health insurers' coverage to eligible individuals, Wellmark shall have the right at its option to amend this Policy, including an adjustment of stop loss premiums or Individual Deductible shown on Exhibit "A", or terminate this Policy.
- 6.3 **Provider Payment Arrangements; Claims Submission.** The Benefit Services Administrator has entered into payment arrangements or contracts with health care providers or other service providers that affect the submission, timing, frequency, and the amount of payment of Claims. Not all health care providers participate in or agree to such

payment arrangements and the Benefit Services Administrator does not determine, direct, or control the timing or accuracy of any Claims submissions. Claims do not become Claims Eligible for Reimbursement unless both the Incurred Dates and Paid Dates are within the required periods set forth in this Policy and Exhibit "A".

- 6.4 **State of Issue; Applicable Law and Venue.** The Policy is issued and delivered in the state of Iowa and is performed at Wellmark's offices in Des Moines, Iowa. To the extent not superseded by the laws of the United States and without regard to any conflict of law rule, this Policy shall be construed in accordance with and governed by the laws of the state of Iowa. Any action in regard to this Policy or arising out of the terms of this Policy shall be instituted and litigated in the Iowa District Court or the United States District Court located in Des Moines, Polk County, Iowa, and no other.
- 6.5 **Force Majeure.** The parties to this Policy shall be excused from performance under this Policy for any period and to the extent they are delayed, restricted, or prevented from performing under this Policy (other than payment) as a result of an act of God, war, civil disturbance, court order, labor dispute, acts of terrorism, or other cause beyond their reasonable control and such nonperformance shall not be grounds for termination or default.
- 6.6 **Limitation of Action.** Notwithstanding Sections 4.4 and 5.5, no legal or equitable action or claim may be brought against Wellmark for an action or claim arising under or relating to this Policy more than two (2) years after the cause of action arose.
- 6.7 **Assignment.** The Policy shall be binding on the parties and their respective successors and permitted assigns. Neither party may assign this Policy, in whole or in part, without the prior written consent of the other; provided, however, Wellmark may assign this Policy, in whole or in part, to any entity that controls, is controlled by, or is under common control with Wellmark.
- 6.8 **Waiver.** The failure of any party to enforce any terms or provisions of the Policy shall not be deemed or construed to be a waiver of the enforceability of such provision. Similarly, the failure to enforce any remedy arising from a default under the terms of the Policy shall not be deemed or construed to be a waiver of such default. Any waiver of any provision of this Policy, and any consent to any departure from the terms of any provision of this Policy, shall be effective only in the specific instance and for the specific purpose for which made or given.
- 6.9 **No Third-Party Beneficiaries.** This Policy is for the benefit of Account and Wellmark and not for any other person. It shall not create any legal relationship between Wellmark and any employee, Member, or any other party claiming any right, whether legal or equitable, under the terms of this Policy or of the Plan.
- 6.10 **Notices and Communication.** The parties shall be entitled to rely upon any communication or notice from the other in connection with this Policy to be genuine, truthful, and accurate, and to have been authorized, signed, or issued by an officer or agent of such entity empowered to make such representation on behalf of the entity.

Any notice required or permitted to be given under this Policy shall be in writing and be deemed given when delivered personally, placed in the U.S. mail (postage prepaid), delivered to a recognized courier service for delivery (delivery charges prepaid) or sent by

electronic means and addressed to the last address furnished by the respective party. Until another address is furnished in writing, notice to Account may be addressed to the address shown on Exhibit "A" attached to this Policy.

Notice to Wellmark may be addressed:

Wellmark, Inc.  
Attention: Procurement and Contracts  
1331 Grand Avenue  
Des Moines, Iowa 50309-2901

## **ARTICLE 7 BLUE CROSS AND BLUE SHIELD DISCLOSURE**

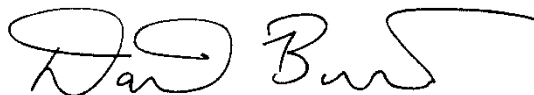
- 7.1 **Blue Cross and Blue Shield Disclosure Statement.** Account hereby expressly acknowledges its understanding this Policy constitutes a contract solely between Account and Wellmark, which is an independent corporation operating under licenses from the Blue Cross Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans (BCBSA), permitting Wellmark to use the Blue Cross and Blue Shield Service Marks in the state of Iowa, and that Wellmark is not contracting as the agent of BCBSA. Account further acknowledges and agrees that it has not entered into this Policy based upon representations by any person other than Wellmark and that no person, entity, or organization other than Wellmark shall be accountable or liable to Account for any of Wellmark's obligations to Account created under this Policy. This section shall not create any additional obligations whatsoever on the part of Wellmark other than those obligations created under other provisions of this Policy.

## **ARTICLE 8 EFFECTIVENESS OF POLICY AND WAIVER OF JURY TRIAL**

THIS POLICY shall be deemed to be effective and in full force as of the Effective Date indicated on the first page of the Policy and upon the affixation of Wellmark's authorized signature below and the Account's payment to Wellmark of the premium required by this Policy. **ACCOUNT AND WELLMARK WAIVE ANY RIGHT TO A JURY TRIAL WITH RESPECT TO AND IN ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, DEMAND OR OTHER MATTER WHATSOEVER ARISING OUT OF THIS POLICY.**

Wellmark, Inc.

By:



David S. Brown  
Executive Vice President, Chief Financial Officer  
and Treasurer

**Wellmark, Inc.**  
**Stop Loss Policy**  
**Exhibit "A" - Stop Loss Premiums and Financial Terms**

**Account Full Name and Address**

City of Cedar Falls  
220 Clay Street  
Cedar Falls, IA 50613-2726

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**Benefit Services Administrator(s)**

Wellmark Blue Cross and Blue Shield of South Dakota  
Pharmacy Benefits Manager: Express Scripts

**Stop Loss Period:**

The Stop Loss Period begins on 7/01/2019 and ends on 6/30/2020.

**Claims Eligible for Reimbursement.** Claims shall be considered for reimbursement under this Policy only if all of the following conditions are completely satisfied as determined by Wellmark.

- Stop loss coverage is administered with a Run-in Period as a 24/12 arrangement, which means:
- The Claims shall have Incurred Dates within the Stop Loss Period or within 12 months prior to the beginning of the Stop Loss Period (the Run-in Period); and
  - The Claims shall have Paid Dates within the Stop Loss Period.

Claims with Paid Dates following the end of the Stop Loss Period are not Claims Eligible for Reimbursement.

**Monthly Stop Loss Premiums-Health** (subject to any policy limitations listed below):

\$116.82 per Plan Member per month based on active Plan Members on last day of billing month.

**Individual Stop Loss Coverage** (subject to any policy limitations listed below):

**Individual Deductible:** \$85,000 per Member

**Covered Benefits:** ☒ **Health** ☒ **Pharmacy**

**Aggregate Stop Loss Coverage** (subject to any policy limitations listed below):

**Aggregate Deductible:** 125 % of expected Paid Claims.

**Covered Benefits:** ☒ **Health** ☐ **Dental** ☒ **Pharmacy**

**Attachment Point:** per Plan Member per month based on active Plan Members on last day of billing month.

	<u>Single</u>	<u>Family</u>
AS 500 Non-Union	\$782.98	\$1,957.45
AS 500 Union	\$782.98	\$1,957.45

**Policy Limitation(s):**

Claims in excess of the Account's Individual Stop Loss deductible level will not be covered under the Aggregate Stop Loss coverage.

Any adjustments to monthly stop loss premiums and attachment points due to membership or eligibility changes shall be reflected on the billing for the month in which the membership or eligibility change is made and shall be limited to a period of three (3) months prior to the date Wellmark processes the Member eligibility change.



**Wellmark, Inc.**  
**Stop Loss Policy**  
**Exhibit "A" - Stop Loss Premiums and Financial Terms**

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**Exhibit "A" Issue Date:**

6/11/2019



DEPARTMENT OF FINANCE & BUSINESS  
OPERATIONS

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

**MEMORANDUM**

Financial Services Division

**TO:** Mayor Brown and City Council Members

**FROM:** Paul Kockler, Accountant

**DATE:** June 10, 2019

**SUBJECT:** **Agreement with Express Scripts, Inc. to provide pharmacy benefit management services & agreement to join Gallagher Pharmacy Alliance**

Attached for your approval is an agreement between the City and Express Script's Inc. ("ESI") to join the Gallagher Pharmacy Alliance effective July 1, 2019, in which ESI would continue to provide pharmacy benefit management services to the City, under the improved financial terms negotiated between the Gallagher Pharmacy Alliance and ESI. There are to be no changes to the services ESI will provide to the City or the current drug formularies covered by the City's prescription drug plan. If you have questions regarding the attached, please contact me at 268-5101 or Jennifer Rodenbeck at 268-5108.

Attachments

**ATTACHMENT A**  
**FORM OF CLIENT AGREEMENT**

(For Express Scripts  
Internal Use)

DIV# \_\_\_\_\_  
RPI \_\_\_\_\_

**CLIENT AGREEMENT**

**Client Name:** City of Cedar Falls  
**Client Tax ID Number:** \_\_\_\_\_  
**Gallagher Pharmacy Alliance**  
**Broker Name:** Gallagher  
**Effective Date:** July 1, 2019  
**End Date:** June 30, 2021  
**Initial Term of Client Agreement:** 24 Months

<b>Contact Information:</b>	<b>Client Information</b>	<b>Gallagher Information</b>	<b>Broker Information</b>
Contact Person: (Name & Title)	<b>Paul Kockler</b>	<b>Laura Mendise</b>	
Company Name:	<b>City of Cedar Falls</b>	<b>Gallagher</b>	
Street Address:	<b>220 Clay Street</b>		
City/State/Zip Code:	<b>Cedar Falls, IA 50613</b>		
Phone Number:	<b>319.268.5101</b>		
Fax Number:			

**Management Reporting:** Party to receive Management Reports? ☒ Gallagher ☒ Client ☐ Broker - Person's Name: \_\_\_\_\_

**Payor:** The party that will be responsible for payments to ESI under the prescription drug program will be the Client

**Medium on which Invoice is to be sent** (check one or two): ☒ Hard Copy (and) ☐ Magnetic Tape (or) ☐ Diskette

**Do you want Member names to appear on Billing Statement?** ☐ Yes ☒ No

ESI and Gallagher have entered into that certain prescription drug program Agreement ("PBM Agreement"), which sets forth certain terms and conditions associated with ESI's, either directly or through its subsidiaries or affiliates, provision of pharmacy benefit management services (which, under this Client Agreement shall be exclusive for all of Client's self-funded welfare benefit plans that offer a prescription benefit, including, but not limited to, pharmacy network contracting; pharmacy claims processing; mail and specialty drug pharmacy; cost containment, clinical, safety, adherence and other like programs; and formulary administration ("PBM Services"). The PBM Agreement is incorporated herein for all purposes. To the extent not defined herein, capitalized terms shall have the meaning ascribed to them in the PBM Agreement.

1. Plan Design; Commencement of Services. Client agrees that the PBM Services should be provided in accordance with the PBM Agreement, this Client Agreement, and the specific benefit design reflected on the ESI Set-Up Forms adopted by Client or Gallagher on behalf of Client (if ESI assists Client with completion of the Set-Up Forms, it will send Client or Gallagher the completed Set-Up Forms for review and Client agrees that such documentation will constitute the governing Set-Up Forms for Client unless Client notifies ESI in writing within thirty days of receipt of the completed documentation of any discrepancies therein, in which case the parties shall work together in an expeditious manner to correct such discrepancies and issue a revised Set-Up Forms). If Client already has on file with ESI any Set-Up Forms or similar set-up documentation as of the date Client executes this Client Agreement, Client adopts and directs ESI to use such Set-Up Forms until ESI is otherwise directed in writing by Client.

2. Eligibility of Members. Client or Gallagher shall provide ESI with an initial Eligibility File under a mutually agreeable time frame prior to the effective date of Client's prescription drug program, and updates thereto shall be provided to ESI on a mutually determined basis. All Eligibility Files shall be submitted on-line, or on tape or disk in a format that is acceptable to ESI. Eligibility performed manually by ESI for Gallagher or Client, or material changes to the Eligibility File processes requested by Gallagher or Client during the term may be subject to additional charges as set forth in Exhibit B of the PBM Agreement. Client will be responsible for all Prescription Drug Claims during the period of the Member's eligibility as indicated on the Eligibility File including for retroactively termed Members, except in the event of ESI's negligence.

3. Pharmacy Network.

(a) Participating Pharmacies. Members may obtain prescriptions for Covered Drugs through the Participating Pharmacy network selected by Client. ESI shall direct Participating Pharmacies to charge and collect the applicable Copayment from Members for each Covered Drug dispensed; provided, a Member's Copayment charged for a Covered Drug will be the lesser of the applicable Copayment, AWP discount or U&C. ESI will maintain a network(s) of Participating Pharmacies as identified in Exhibit B, and will make available an updated list of Participating Pharmacies on-line. ESI

maintains multiple networks and subnetworks, and periodically consolidates networks or migrates clients to other networks and subnetworks. If, due to an access concern, Gallagher or Client requests that ESI attempt to add a particular retail pharmacy to the network of Participating Pharmacies serving Client and its Members hereunder, ESI will make commercially reasonable efforts to add any such pharmacy to the Participating Pharmacy network for Gallagher or Client, provided that such pharmacy meets ESI's network participation requirements and agrees to ESI's standard terms and conditions. If any such Participating Pharmacy meets ESI's network participation requirements and agrees to ESI's standard terms and conditions except for ESI's standard network rates (i.e., the particular pharmacy will only agree to higher than standard reimbursement rates), and Gallagher or Client nevertheless requests that ESI add such pharmacy, the rate charged to Client for Prescription Drug Claims processed through such pharmacy (assuming ESI agrees to contract with such pharmacy) will be the net ingredient cost plus the dispensing fee paid by ESI to such Participating Pharmacy (plus applicable sales or excise tax or other governmental surcharge, if any). All such Prescription Drug Claims will be excluded from the pricing guarantees set forth in Exhibit B.

(i) ESI will require each Participating Pharmacy to meet ESI's network participation requirements, including but not limited to licensure, insurance and provider agreement requirements. ESI also provides a standard suite of pharmacy audit services to determine Participating Pharmacies' compliance with their provider agreement billing requirements. ESI will attempt recovery of identified overpayments through offset, demand or other reasonable means; provided that ESI will not be required to institute litigation. Recovered overpayments are credited to Gallagher. To compensate ESI for the cost of conducting audits and audit-related services, Copies of participation requirements and auditing processes are available upon request.

(ii) ESI does not direct or exercise any control over the Participating Pharmacies or the professional judgment exercised by any pharmacist in dispensing prescriptions or otherwise providing pharmaceutical related services at a Participating Pharmacy. ESI shall have no liability to Gallagher or Client, any Member or any other person or entity for any act or omission of any Participating Pharmacy or its agents or employees.

(b) Mail Service Pharmacy. Members may have prescriptions filled through the Mail Service

Pharmacy. Subject to applicable law, ESI may communicate with Members regarding benefit design, cost savings, availability and use of the Mail Service Pharmacy, as well as provide supporting services. ESI may suspend Mail Service Pharmacy services to a Member who is in default of any Copayment amount due ESI. Client will be responsible for any unpaid Member Copayment amounts if payment has not been received from the Member within one hundred twenty (120) days following dispensing. Client will be billed following the one hundred twenty (120) day collection period, with payment due in accordance with the payment terms set forth in Section 8 of this Agreement.

(c) Specialty Products and ASES. Members may have prescriptions filled through ESI Specialty Pharmacy. Subject to applicable law, ESI and ESI Specialty Pharmacy may communicate with Members and physicians to advise Members filling Specialty Products at Participating Pharmacies of the availability of filling prescriptions through ESI Specialty Pharmacy. Specialty Products will be excluded from any price guarantees set forth in the PBM Agreement. In no event will the Mail Service Pharmacy or Participating Pharmacy pricing specified in the PBM Agreement apply to Specialty Products.

(i) ESI will notify Client no more frequently than monthly of new Specialty Products that are introduced to the market on or after the Effective Date of this Agreement with their applicable reimbursement rates (“Notice”). The parties agree as follows:

(A) If Client has expressly excluded a specific therapy class or product on a Set-Up Form, Specialty Products in such excluded classes will automatically be deemed excluded from coverage and will reject as “NDC Not Covered” through Participating Pharmacies, Mail Service Pharmacy and ESI Specialty Pharmacy; otherwise, subject to (B) below, all other Specialty Products will be implemented as Covered Drugs at the rate specified in the applicable Specialty Product list or Notice. If Client desires to cover otherwise excluded Specialty Products, Client must notify ESI in writing that it desires to cover the Specialty Product before ESI will adjudicate as a Covered Drug, and if ESI receives such confirmation of coverage from Client such Specialty Product will be loaded thereafter as a

Covered Drug at the applicable reimbursement rate set forth in the Notice.

(B) Client must notify ESI in writing if it wants to exclude the Specialty Product from coverage. The exclusion will be implemented within seven (7) business days after the date of ESI’s receipt of such notification. There will not be any retroactive denials for Prescription Drug Claims processed prior to ESI’s receipt of the rejection notice and implementation of the exclusion as provided above and Client will be responsible for the payment of such Prescription Drug Claims processed prior to the rejection of coverage.

(ii) For Specialty Products filled through ESI Specialty Pharmacy only, Members may receive the following services from ESI Specialty Pharmacy, depending on the particular therapy class or disease state: ASES; patient intake services; pharmacy dispensing services and/or social services (patient advocacy, hardship reimbursement support, and indigent and patient assistance programs).

(iii) Subject to Client’s prior authorization requirements, if applicable, at the rates set forth in Exhibit B, ESI will provide or coordinate ASES for Members through ESI Specialty Pharmacy or through other specialty pharmacies or other independent third party providers of ASES when ASES is required. If ESI or ESI Specialty Pharmacy engages a third party provider of ASES, ESI or ESI Specialty Pharmacy shall contractually obligate such third party provider of ASES to comply with all applicable laws, including, without limitation, all applicable laws relating to professional licensure. ESI does not direct or exercise any control over any third party provider of ASES in administering Specialty Products or otherwise providing ASES.

(iv) Ancillary supplies, equipment, and services provided or coordinated in connection with the dispensing of Specialty Products at Participating Pharmacies (for example, limited distribution products not then available through ESI Specialty Pharmacy or overrides) will be billed to Client at the cost charged to ESI for such ancillary supplies, equipment, and services provided or coordinated, unless such ancillary supplies, equipment, and services provided or coordinated are included in the ingredient cost of the Specialty Product.

4. Claims Processing.

(a) Claims Processing.

A. ESI will perform claims processing services for Covered Drugs dispensed by Participating Pharmacies, Mail Service and ESI Specialty Pharmacy.

B. In connection with each prescription submitted for processing on-line by a Participating Pharmacy, ESI will perform standard drug utilization review (“DUR”) in order to assist the dispensing pharmacist and prescribing physician in identifying potential drug interactions, incorrect prescriptions or dosages, and certain other circumstances that may be indicative of inappropriate prescription drug usage. ESI’s DUR processes are not intended to substitute for the professional judgment of the prescriber, the dispensing pharmacist or any other health care professional providing services to the Member.

C. If elected by Gallagher or Client, ESI will process Member Submitted Claims in accordance with the rules in the Set-Up Forms and ESI’s standard procedures.

D. If authorized by Gallagher or Client on the Set-Up Forms, ESI will process Subrogation Claims in accordance with applicable federal and state laws, in which case Client will pay such Subrogation Claims in accordance with Article IV of the PBM Agreement, Section 8 of this Client Agreement and Exhibit B. If Gallagher or Client does not authorize ESI to process Subrogation Claims, ESI will reject the claim and refer claimants to Client regarding such claims, in accordance with applicable federal and state laws. ESI is not legally responsible to pay Subrogation Claims to the extent Client is not timely paying ESI with respect to such Subrogation Claims.

E. Client or its third party designee (as applicable) will have the final responsibility for all decisions with respect to coverage of a Prescription Drug Claim and the benefits allowable under the Plan, including determining whether any rejected or disputed claim will be allowed.

(b) Prior Authorization. For the fees set forth in the Clinical Addendum described in Exhibit B of the PBM Agreement (if applicable), ESI shall provide prior authorization (“PA”) services as specified by Client on the Set-Up Form. PA drugs must meet Client-approved

guidelines (“Guidelines”) before they are deemed to be Covered Drugs. Unless Client otherwise directs, Client hereby authorizes coverage for an otherwise excluded use in the event of co-morbidities, complications and other factors not otherwise expressly set forth in the Guidelines. In determining whether to authorize coverage of such drug under the PA Program, ESI shall apply only the Guidelines and may rely entirely upon information about the Member and the diagnosis of the Member’s condition provided to it from sources deemed reliable to ESI. If prior authorization for a medication is not immediately available, a 72-hour emergency supply may be dispensed when the pharmacist on duty recommends it as clinically appropriate and when the medication is needed without delay. ESI shall not undertake to determine medical necessity, to make diagnoses or substitute ESI’s judgment for the professional judgment and responsibility of the prescriber.

(c) Claims for Benefits. ESI will process initial “claims for benefits” for Member Submitted Claims and PA requests consistent with the ERISA claims rules set forth in 29 CFR Part 2560 (or applicable state law if a non-ERISA plan) (“Claims Rules”). ESI may elect to have ESI perform appeals services in connection with denied “claims for benefits” for the fees set forth in Exhibit B, or facilitate such services through Client or a third party of Client’s choice. If Client elects to conduct its own appeals or facilitate through a third party of Client’s choice, ESI will route Member appeals to Client or other Client designated entity. If Client elects to have ESI perform appeals services, Client agrees that ESI may perform such services through the UM Company. Through its contract with ESI, the UM Company has agreed to be, and will serve as, the named fiduciary for its performance of such appeals. ESI also agrees to accept fiduciary status solely with respect to its performance of any appeal.

(d) UM Company. In the event ESI performs appeals services, or facilitates the performance of appeals services through the UM Company, ESI or the UM Company, as applicable, will be responsible for conducting the appeal on behalf of Client in accordance with the Claims Rules. ESI represents to Client that UM Company has contractually agreed that: (A) UM Company will conduct appeals in accordance with the Claims Rules and Client’s plan, (B) Client is a third party beneficiary of UM Company’s agreement with ESI (a copy of which is available upon request) and the remedies set forth therein, and (C) UM Company will indemnify Client for third party claims caused by the UM

Company's negligence or willful misconduct in providing the appeal services.

(e) External Review Services.

(i) ESI will not conduct any external review services (as defined in the Patient Protection and Affordable Care Act of 2010 and its implementing regulations ("PPACA")); provided, however, Client may elect to have UM Company facilitate the provision of external review services through UM Company contracted IROs (as such term is defined in PPACA), for the fees set forth on Exhibit B below (if applicable). Client must execute a standard ESI "External Appeals Services" Set-Up Form, which may be requested through ESI Account Management, in order to receive such services from UM Company.

(ii) In the event that Client elects to utilize UM Company to facilitate the provision of external review services through UM Company contracted IROs, UM Company will be responsible for facilitating all such appeals (and the IROs will be responsible for providing all such appeals) in accordance with PPACA and all other applicable federal and state laws, and Client hereby acknowledges and agrees that:

(iii) UM Company (with respect to facilitating the external reviews) and the IROs (with respect to performing the external reviews), and not ESI, will be providing external review services; UM Company is an independent contractor of ESI; the IROs are independent contractors of UM Company and not ESI; and ESI does not in any way control or direct either UM Company or the IROs with respect to facilitation or performance of external review services provided by each respectively.

(ii) ESI represents to Client that UM Company has contractually agreed that: (A) UM Company will facilitate all external review services in accordance with PPACA and all other applicable federal and state laws; (B) UM Company will contractually require its contracted IROs to perform all external reviews in accordance with PPACA and all other applicable federal and state laws; (C) to the extent not prohibited by law, UM Company will indemnify, defend and hold Client harmless from and against any and all losses, damages, injuries, causes of action, claims, demands and expenses (including reasonable attorney's fees, costs and expenses), arising out of, resulting from, or related to any act, omission or default

by the IROs in their performance of the external reviews; and (D) Client has third party beneficiary rights to enforce the preceding indemnification and hold harmless provision.

5. Formulary Adherence and Clinical Programs. ESI may provide clinical, safety, adherence and other like programs as appropriate. The Clinical Addendum described in Exhibit B-2 sets forth certain available adherence, clinical, safety and/or trend programs that require additional fees hereunder. ESI will not implement any program for which Gallagher or Client may incur an additional fee without Gallagher's or Client's prior written approval and election of such program.

6. Medicare (QRPDP) Services. If Client establishes a qualified retiree prescription drug plan ("QRPDP") under Medicare for the purpose of applying for subsidy payments as defined under 42 CFR §423.886 it may request ESI to provide the supporting services to such QRPDP under the terms and conditions of such services by executing ESI's standard subsidy election form and agreeing to the fees set forth in Exhibit B of the PBM Agreement.

7. Billing and Payments.

(a) Client shall be responsible to ESI for timely payment of all Fees under one of the payment methods below specified. ESI will bill Client weekly for all applicable claims reimbursement amounts ("Claims Reimbursements") and other administrative fees ("Administrative Fees") pursuant to the terms specified in the PBM Agreement relating to the program selected by Client (as communicated to ESI by Client or Gallagher) ("Claims Reimbursements," "Administrative Fees" and any other charge or fee that is the responsibility of Client as may be described elsewhere in the PBM Agreement or this Client Agreement are hereinafter referred to collectively as "Fees").

(b) Client shall pay all Fees within the following time period, depending on the form of payment:

☐ Client wire transfer to a bank account designated by ESI within 7 calendar days of receipt of ESI's bill (First Chicago NBD, A Bank One Company, One First National Plaza, Chicago, IL 60670-0196, Bank ABA#071000013, Account Name: Express Scripts, Inc., Account No. 10-16856).

☐ Client ACH transfer based on its written authorization, initiated by ESI within 7 calendar days of receipt of ESI's bill.

(c) Any Fees not paid by Client on the due date set forth above shall bear interest at the rate of 1.5% per month or, if lower, the highest interest rate permitted by law, and the Client shall be liable for payment of the interest to ESI. The Client shall promptly reimburse ESI for all collection costs and expenses incurred by ESI, including but not limited to attorneys' fees, in connection with attempting to recover overdue Fee payments.

(d) In the event Client is delinquent in payment of Fees for two consecutive billing cycles, or ESI has reasonable grounds (as determined in good faith) for insecurity as to the ability of Client, to meet its financial commitments hereunder, ESI shall have the option to require that Client provide ESI with a deposit in an amount equal to the average monthly invoice amount for the previous three (3) months, or if there is less than three (3) months billing history, then such deposit shall be based on the average monthly invoice of the actual billing history. ESI shall retain the deposit until the earlier of: (i) termination of the Client Agreement (following any run-off period), or (ii) six consecutive months of timely payments of all Fees following submission of the deposit, and may apply the deposit to unpaid balances of Fees until return of the deposit. Upon 48 hours written notice to Client and Gallagher, ESI (and its wholly owned subsidiaries) shall be entitled to immediately suspend performance under this Client Agreement if Client fails to pay ESI in accordance with the terms of this Client Agreement or fails to promptly provide a deposit required by this Section (or such deposit becomes insufficient to cover delinquent Fees and the responsible party does not promptly replenish such deposit upon notice).

(e) Client shall be responsible for and shall pay ESI in accordance with this Agreement for all claims for Covered Drugs dispensed and services provided to Clients and Members on or before the effective date of termination ("Termination Date"). Claims submitted by Participating Pharmacies or Member Submitted Claims filed with ESI after the Termination Date shall be processed and adjudicated in accordance with a mutually determined run-off plan. Upon termination of this Agreement, ESI agrees to remit to Gallagher (or Client, if applicable) after the Termination Date all outstanding Rebate amounts earned and collected as a result of prescriptions utilized by Members on or before the Termination Date. Rebates will be paid to the Gallagher (or Client, if applicable) under the regularly established payment process outlined in

Exhibit B of the PBM Agreement. Notwithstanding the preceding, ESI may (i) delay payment of any final Rebates or other amounts due Gallagher (or Client, if applicable), if any, to allow for final reconciliation of any outstanding amounts owed by Gallagher or Client to ESI, or (ii) request that Client pay a reasonable deposit in the event ESI is requested to process after the Termination Date claims incurred on or prior to such date. Upon request of Client, ESI shall provide at no cost open refill files and standard claims data for transition to the successor pharmacy vendor in accordance with current industry protocol. Notwithstanding anything in this Agreement to the contrary, ESI shall not be obligated to provide post-transition services following the transition to the successor pharmacy benefit manager and conclusion of the run-off period, including, but not limited to, the provision of continued data reporting, reporting, consultation, or analysis.

8. Use of Records; HIPAA and Business Associate Agreement Terms. Subject to applicable law, ESI may communicate with Members regarding benefit design cost savings, availability, use of the Mail Service and ESI Specialty Pharmacies, and related items as necessary to conduct applicable clinical and/or trend programs. ESI or its affiliates may use and disclose both during and after the term of this Agreement the anonymized claims data (de-identified in accordance with HIPAA) including drug and related medical data collected by ESI or provided to ESI by Client or Gallagher for research; provider profiling; benchmarking, drug trend, and cost and other internal analyses and comparisons; clinical, safety and/or trend programs; ASES; or other business purposes of ESI or its affiliates, in all cases subject to applicable law. ESI agrees to comply with the business associate provisions of HIPAA, and the Business Associate Agreement posted at [www.express-scripts.com](http://www.express-scripts.com), the terms and conditions of which are incorporated herein by reference. Notwithstanding the foregoing, the parties acknowledge that in providing services to Members, ESI Specialty Pharmacy and the Mail Service Pharmacy are acting as separate health care provider covered entities under HIPAA and not as business associates to the Plan covered by the Business Associate Agreement. In providing services, ESI Specialty Pharmacy and the Mail Services Pharmacy shall abide by all HIPAA requirements applicable to covered entities and shall safeguard, use and disclose Member PHI accordingly.



9. Client Audits. Provided that this Client Agreement has been duly executed by Client and Client is current in the payment of invoices under this Client Agreement, Client may, upon no less than thirty (30) days prior written request, audit ESI's provision of services hereunder, the scope of which shall be to verify regulatory compliance and/or compliance with the financial terms of this Client Agreement, on an annual basis consistent with the Audit Protocol set forth in Exhibit C of the PBM Agreement. Client may use an independent third party auditor ("Auditor"), so long as such Auditor is not engaged in providing services for Client or otherwise that conflict with the scope or independent nature of the audit (as determined by ESI acting reasonably and in good faith), and provided that Client's Auditor executes a mutually acceptable confidentiality agreement. Client may also not use an Auditor that has a conflict of interest with Gallagher. Any request by Client to permit an Auditor to perform an audit will constitute Client's direction and authorization to ESI to disclose PHI to the Auditor. If Gallagher has audited the prescription drug program on behalf of its clients, Client may not audit ESI for the same time frame or claims.

10. Compliance with Law; Change in Law.

(a) Each party shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits. Client shall be responsible for any governmental or regulatory charges and taxes imposed upon or related to the services provided under the PBM Agreement or this Client Agreement. If there is a new or change in federal, state or local law, court decisions, or regulations or the interpretation thereof, or any government, judicial or legal action that, among other things, materially burdens ESI, requires ESI to increase payments or shorten payment times for Covered Drugs to Participating Pharmacies, or materially changes the scope of services hereunder (a "Change in Law"), then there shall be an appropriate modification of the services, reimbursement rates, Administrative Fees and/or Rebates hereunder. If the parties cannot agree on an adjusted fee, then either party may terminate this Client Agreement upon thirty (30) days prior written notice to the non-terminating party.

(b) Client shall be responsible for disclosing, or shall direct Gallagher to disclose, to

Members any and all information relating to the prescription drug program to the extent required by law. It shall be Client's obligation to communicate the terms of the prescription drug program to Members and to provide Members with any documents required under ERISA (e.g., SPD) or other applicable law. **Client agrees that, except for the limited purpose set forth in Section 4, ESI is not a fiduciary and Client will not name ESI or any of ESI's wholly-owned subsidiaries or affiliates as a fiduciary (as defined under ERISA or state law) of its plan. Client agrees that neither ESI nor any of ESI's wholly-owned subsidiaries or affiliates have any power to make any decisions as to plan policy, interpretations, practices or procedures, but rather provides administrative services within a framework of policies, guidelines, rules, practices and procedures chosen by Client or Gallagher. Neither ESI nor any of ESI's wholly-owned subsidiaries or affiliates have discretionary authority or control respecting management of Client's plan except as set forth in Section 4 and do not exercise any authority or control respecting the management or disposition of the assets of Client's plan, if any exist.**

11. COMMISSIONS. AS AUTHORIZED BY CLIENT FOR SERVICES RENDERED TO CLIENT BY Gallagher, ESI WILL FACILITATE THE PAYMENT TO Gallagher COMMISSIONS IN THE AMOUNT OF:

Gallagher	Participating Pharmacies	Mail Service Pharmacy
Non-Specialty □ per Rx 1-83 Days' Supply	\$2.50	\$7.00
□ per Rx 84-90 Days' Supply	\$7.00	\$7.00
	Participating Pharmacies	ESI Specialty Pharmacy
Specialty □ per Rx	\$2.50	\$7.00

Commissions may vary based on plan design, PBM pricing, the number of lives serviced by the Gallagher or other factors, and Client, on behalf of itself and its applicable health plan(s), acknowledges and expressly consents to same. Client further represents that the commissions represent fair and reasonable compensation for actual services rendered or to be rendered to Client. Commissions shall be paid from

ESI's general assets and client agrees that commissions do not constitute "plan assets" of the Client. If the commission amount changes following an amendment of Exhibit B of the PBM Agreement, Gallagher and Client agree that Gallagher shall notify Client of such change in writing without the need to amend this Client agreement, and that unless client objects to the change, ESI may rely on Gallagher's confirmation of notice as Client approval. Commissions for any QR-PDP (Part D subsidy) Prescription Drug Claims shall be a PMPM amount. To the extent additional commission information necessary for Client to satisfy its duties under ERISA or other applicable law cannot be obtained by client from Gallagher, ESI will provide such information to Client upon written request.

ESI will provide up to \$10.00 per Member implemented as of the Effective Date, to reimburse the actual, fair market value of: (i) expense items and services related to transitioning, administering, and implementing the pharmacy benefit initially and throughout the term, such as, custom ID Cards, IT programming, custom formulary letters, member communications, and benefit set-up quality assurance; and/or (ii) mutually agreed upon expense items and services related to implementation of additional clinical or other similar programs provided by ESI throughout the Term; in either case subject to submission of adequate documentation to support reimbursement within 180 days of incurring the applicable expense. Both Client and ESI (upon agreement from Client) may use the PMF to cover the fair market value of expenses for projects requiring joint resources. All reimbursement under the PMF is subject to ESI's standard PMF business practices for all clients.

- (i) Client represents and warrants that:
  - (i) it will only request reimbursement under the PMF for its actual expenses incurred in transitioning, administering, and implementing the pharmacy benefit managed by ESI hereunder, and/or the additional clinical or other similar program provided by ESI throughout the Term; (ii) that the applicable service, item or program was actually performed or provided; (iii) the amount of the reimbursement is equal to or less than the reasonable fair market value of the actual expenses incurred by Client; (iv) it will notify and disclose the amount and the terms of any PMF reimbursements to Members and other third parties to the extent

required by applicable laws and regulations. In addition, if the Client and the Plan are subject to ERISA, Client represents and warrants that it will only request reimbursement under the PMF for items or services for which Client, in the absence of the PMF, would be allowed reimbursement from the Plan (i.e., not "settlor functions").

- (ii) Client shall comply with all applicable federal and state requirements, including, but not limited to, all applicable federal and state reporting requirements with respect to any expense, item or service reimbursed under this Section 12. ESI reserves the right to periodically audit the books and records of Client on-site, during normal business hours and after giving reasonable advance notice, for the purposes of verifying Client's compliance with the PMF requirements set forth in this Client Agreement.

- (iii) ESI intends to amortize the PMF over the Initial Term of the Client Agreement on a straight-line basis. In the event of a termination of this Client Agreement for any reason other than ESI's uncured material breach prior to the expiration of the Initial Term, Client will reimburse ESI an amount equal to any paid but unamortized portion of the PMF. Reimbursement to ESI by Client pursuant to this Section will not be in lieu of any other rights or remedies ESI may have in connection with the termination of this Client Agreement, including monetary or other damages. PMF reimbursements shall not be paid prior to the Effective Date of this Client Agreement and are not payable until this Client Agreement is executed. Client will have no right to interest on, or the time value of, any PMF, and unused funds shall be retained by ESI.

**Commissions, PMF and Rebates are not payable until this Client Agreement is executed.**

12. Disclosure of Certain Financial Matters. In addition to the Administrative Fees paid to ESI by Client, ESI and ESI's wholly-owned subsidiaries or affiliates derive revenue in one or more of the ways described in the ESI Financial Disclosure to PBM Clients set forth in Attachment 1 hereto ("Financial Disclosure"), as updated by ESI from time to time. Unlike the Administrative Fees, the revenues described

in the Financial Disclosure are not direct or indirect compensation to ESI from Client for services rendered to Client or the Plan under this Client Agreement. In negotiating any of the fees and revenues described in the Financial Disclosure or in this Agreement, ESI and ESI's wholly-owned subsidiaries and affiliates act on their own behalf, and not for the benefit of or as agents for Gallagher, Client, Members or the Plan. ESI and ESI's wholly-owned subsidiaries and affiliates retain all proprietary rights and beneficial interest in such fees and revenues described in the Financial Disclosure and, accordingly, Client acknowledges that neither it, nor the Gallagher, nor any Member, nor the Plan, has a right to receive, or possesses any beneficial interest in, any such fees or revenues.

13. Term; Termination. The initial term of this Client Agreement shall commence on the Effective Date and shall continue for the duration of the initial term as specified on the first page of this Client Agreement (the "Initial Term"). Thereafter, this Client Agreement shall automatically renew for successive 12 month renewal terms unless either ESI or Client gives notice to the other of its intention not to renew this Client Agreement at least thirty (30) days prior to the end of the then current term of this Client Agreement, with such termination of this Client Agreement upon notice effective the last day of such then current term. Notwithstanding the foregoing, a party hereto may terminate this Client Agreement at any time in the event the other party materially breaches this Client Agreement and the breaching party does not reasonably cure such breach within thirty days following receipt of written notice from the non-breaching party sufficiently describing and evidencing the actual breach and the non-breaching party's intention to terminate as a result thereof. A party's right to terminate this Client Agreement shall not be exclusive of any other remedy available to the terminating party under this Client Agreement or otherwise. ESI shall have the right to immediately terminate PBM Services to Client (or, if applicable, Members) located in a state requiring a pharmacy benefit manager to be a fiduciary to Gallagher, Client, a Member or other third party relating to this Agreement. Following the initial twelve (12) months of this Agreement (but not before), either party may terminate this Agreement for any reason or for no reason upon ninety (90) days prior written notice of such termination to the other party.

14. Force Majeure. Neither party shall lose any rights under this Agreement or be liable in any manner for any delay to perform its obligations under this Client Agreement that are beyond a party's reasonable control, including, without limitation, any delay or failure due to labor disputes, riots, earthquakes, storms, floods or other extreme weather conditions, fires, explosions, acts of terrorism, epidemics, embargoes, war or other outbreak of hostilities, government acts or regulations, the failure or inability of carriers, suppliers, delivery services, or telecommunications providers to provide services necessary to enable a party to perform its obligations hereunder, or any other reason where failure to perform is beyond the party's reasonable control, and is not caused by the negligence, intentional conduct or misconduct of the defaulting party; *provided, however*, that this clause may not be invoked to excuse a party's payment obligations hereunder.

15. Notice. Any notice or document required or permitted to be delivered pursuant to this Client Agreement must be in writing and shall be deemed to be effective upon mailing and must be either (a) deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, or (b) sent by recognized overnight delivery service with tracing capability, in either case properly addressed to the other party at the address set forth below, or at such other address as such party shall specify from time to time by written notice delivered in accordance herewith:

Express Scripts, Inc.	Client
Attn: President	Attn: President
One Express Way	Address on Client
Agreement	
St. Louis, MO 63121	
With copy to Legal Department	
Fax No. (800) 417-8163	

16. Assignment and Subcontracting. Client may assign this Agreement upon first obtaining ESI's written consent, which consent will not be unreasonably withheld following a standard credit review of the proposed assignee. Client acknowledges and agrees that ESI may perform certain services hereunder (e.g., mail service pharmacy and specialty pharmacy services) through one or more ESI subsidiaries, affiliates or designees. ESI is responsible and liable for the performance of its subsidiaries and affiliates in the course of their performance of any such service. To the extent that ESI subcontracts any PBM Service under this Agreement to a third party, ESI is responsible and liable for the performance of any such third party. In addition,

ESI may contract with third party vendors to provide information technology support services and other ancillary services, which services are not PBM Services hereunder, but rather are services that support ESI's conduct of its business operations. This Agreement will be binding upon, and inure to the benefit of and be enforceable by, the respective successors and permitted assigns of the parties hereto.

17. Proprietary Information. Information of the other party, including, but not limited to, the following, shall constitute confidential and proprietary information ("Proprietary Information") unless otherwise public: (a) with respect to ESI: ESI's reporting and other web-based applications, eligibility and adjudication systems, system formats and databanks (collectively, "ESI's Systems"), clinical or formulary management operations or programs, fraud, waste and abuse tools and programs, anonymized claims data (de-identified in accordance with HIPAA): ESI Specialty Pharmacy and Mail Service Pharmacy data; information concerning Rebates, prescription drug evaluation criteria, drug pricing information, and Participating Pharmacy agreements; and (b) with respect to Client: Participating Pharmacy Client and Member identifiable health information and data, Eligibility Files, Set-Up Form information, business operations and strategies, are confidential and proprietary. Neither party shall use a party's Proprietary Information, or disclose it or this Client Agreement to any third party, at any time during or after termination of this Client Agreement, except as specifically contemplated by this Client Agreement, upon prior written consent or as otherwise required by law. Upon termination of this Client Agreement, each party shall cease using the other's Proprietary Information, and all such information shall be returned or destroyed at the owner's direction.

18. Indemnification. Each party agrees to indemnify and hold the other party, and its officers, directors, and employees, harmless from and against any and all third party claims, actions, demands, liabilities, losses, damages, judgments, costs or expenses (including reasonable attorneys' fees) incurred by the indemnified party and arising from any negligent act, negligent omission, or breach of this Agreement by the indemnifying party. Indemnification is conditioned upon the indemnified party notifying the indemnifying party in writing promptly upon learning of any claim for which

indemnification may be sought hereunder, and tendering of the defense of such claim to the indemnifying party. Neither party will be obligated to indemnify the other party with respect to any claim settled without the mutual written consent of both parties hereto, which consent will not be unreasonably withheld.

19. Independent Parties. No provision of this Client Agreement is intended to create or shall be construed to create any relationship between ESI and Client other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Client Agreement. Neither party, nor any of their respective representatives, shall be construed to be the partner, agent, fiduciary, employee, or representative of the other and neither party shall have the right to make any representations concerning the duties, obligations or services of the other except as consistent with the express terms of this Client Agreement or as otherwise authorized in writing by the party about which such representation is asserted.

20. Taxes and Assessments. Any applicable sales, use, excise, or other similarly assessed and administered tax, surcharge, or fee imposed on items dispensed, or services provided hereunder, or the fees or revenues generated by the items dispensed or services provided hereunder, or any other amounts ESI or one or more of its subsidiaries or affiliates may incur or be required to pay arising from or relating to ESI's or its subsidiaries' or affiliates' performance of services as a pharmacy benefit manager, third-party administrator, or otherwise in any jurisdiction, will be the sole responsibility of Client or the Member. If ESI is legally obligated to collect and remit, or to incur or pay, any such sales, use, excise, or other similarly assessed and administered tax, surcharge, or fee in a particular jurisdiction, such amount will be reflected on the applicable invoice or subsequently invoiced at such time as ESI becomes aware of such obligation or as such obligation becomes due. ESI reserves the right to charge a reasonable administrative fee for collection and remittance services provided on behalf of Client.

21. Miscellaneous. ESI may amend the Terms and Conditions (the "T&C") of this Client Agreement at any time upon written notice to Client (the "Notice"). If, however, Client objects to such amendment, Client shall have the right to object to such amendment by submitting a written objection within thirty (30) days of Client's receipt of ESI's Notice. In such event, the parties agree to negotiate in good faith a mutually

acceptable amendment to the T&C and, if the parties cannot agree on such an amendment, then either party may terminate this Client Agreement upon sixty (60) days prior written notice to the other party. This Client Agreement shall be governed by and construed in accordance with the internal laws of the

State of Missouri. This Client Agreement supersedes any agreements between the parties hereto. **Sections 2, 6 (last sentence), 7, 8, 10, 14, 16, 15, 17, 18, 19 and 21 of this Client Agreement shall survive termination for any reason.**

THE UNDERSIGNED AGREE THAT THIS CLIENT AGREEMENT ACCURATELY DESCRIBES THE PRESCRIPTION DRUG PROGRAM TO BE PROVIDED TO CLIENT. CLIENT FURTHER EXPRESSLY AGREES TO THE TERMS AND CONDITIONS SET FORTH IN THIS CLIENT AGREEMENT AND THE PBM AGREEMENT. **CLIENT SHALL RECEIVE A COPY OF THE PBM AGREEMENT BETWEEN Gallagher AND ESI UPON REQUEST.**

NAME OF CLIENT (PRINT): City of Cedar Falls Date:

By: \_\_\_\_\_ Name \_\_\_\_\_ Title:  
SIGNATURE (PRINT NAME)

**EXPRESS SCRIPTS, INC.**

By: \_\_\_\_\_ Name: \_\_\_\_\_ Title: \_\_\_\_\_  
SIGNATURE (PRINTED NAME)

**IMPLEMENTATION OF THE PRESCRIPTION DRUG PROGRAM DETAILED HEREIN INCLUDING PAYMENT OF REBATES AND/OR COMMISSIONS, IF ANY, SHALL NOT BE INITIATED UNTIL THIS CLIENT AGREEMENT IS EXECUTED BY CLIENT AND ESI.**





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**

Legal Services Division

**TO:** Mayor and City Council  
**FROM:** Colleen Sole, Personnel Specialist  
**DATE:** June 12, 2019  
**SUBJECT:** FY20 Insurance Renewal – Public Entity

Arthur J. Gallagher presented its renewal proposal to the City of Cedar Falls Risk Management Committee. The City's program was actively marketed with the goal to keep the City's costs in line with the marketplace. Potential alternatives and opportunities for coverage improvements were reviewed. The City did see a slight increase in premium with the primary factor being the City's increased property exposures; 1.7% increase in property value and 4.3% in vehicle values. Based on current numbers, Gallagher was pleased with the rate provided by Argonaut. Due to the current increase of Cyber Crime seen across the Country, Gallagher made a recommendation to increase the City's Cyber Liability and Social Engineering coverages with Lloyds London CFC; Risk Management Committee approved the recommendation. In review of the City's stop loss and liability limits, the Committee approved maintaining those coverages, without raising the liability limit. The City is currently locked into its second year of a two-year option for its Excess Workers' Compensation, saving the City the typical rate increase, and Argonaut placed the City in its Rate Stabilization Program. Attached is the proposal provided by Arthur J. Gallagher.

The Risk Management Committee respectfully requests that you approve these coverages for FY2020. If you have questions, please contact me at 243-2712.

## Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 5/31/2019, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	COVERAGE/CARRIER	DESCRIPTION / MAJOR DIFFERENCES
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	<b>Property</b>	
	Federal Insurance Company -- TRIA/Terrorism Included	
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	<b>Equipment Breakdown</b>	
	Liberty Mutual Fire Insurance Company -- Includes TRIA	
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	<b>Crime</b>	
	Hanover Insurance Company	
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	<b>Package--Liability and Stop Loss Aggregate</b>	
<input checked="" type="checkbox"/> Option # 1	Argonaut Insurance Company - \$10M Limit	
<input type="checkbox"/> Option # 2	Argonaut Insurance Company - \$11M Limit	
<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject	<b>TRIA</b>	
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	<b>Cyber Liability</b>	
<input type="checkbox"/> Option # 1	Travelers Casualty and Surety Co of America	
<input checked="" type="checkbox"/> Option # 2	Underwriters at Lloyd's London -- CFC	Limit \$1,000,000 Premium \$13,685 plus taxes
<input type="checkbox"/> Option # 3	Underwriters at Lloyd's London -- Ascent	Limit \$1,000,000; Premium \$13,225 plus taxes
<input type="checkbox"/> Option # 4	Underwriters at Lloyd's London -- Ascent	Limit \$2,000,000; Premium \$16,815 plus taxes
<input type="checkbox"/> Option # 5	Underwriters at Lloyd's London -- Ascent	Limit : \$3,000,000; Premium \$18,785 plus taxes
<input type="checkbox"/> Option # 6	Underwriters at Lloyd's London - Ascent	Limit: \$5,000,000; Premium:\$22,585.plus taxes
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	<b>Excess Workers Compensation</b>	
<input checked="" type="checkbox"/> Option # 1	Midwest Employers Casualty Company	
<i>* TRIA Cannot Be Rejected</i>		

The above coverage may not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those addressed in the coverage considerations included in this proposal, please list below:



**Producer/ Insured Coverage Amendments and Notes:****EXPOSURES AND VALUES**

We confirm the payroll, values, schedules, and other data contained in the proposal, and submitted to the underwriters, are compiled from our records and we acknowledge it is our responsibility to see that they are maintained accurately. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies.

**Provide Quotations or Additional Information on the Following Coverage Considerations:**

Gallagher recommends that you purchase the following additional coverages for which you have exposure. By rejecting a quotation for this valuable coverage, you understand that there will be no coverage and agree to hold Gallagher harmless in the event of a loss.

Gallagher's liability to Client arising from any acts or omissions of Gallagher shall not exceed \$20 million in the aggregate. Gallagher shall only be liable for actual damages incurred by Client, and shall not be liable for any indirect, consequential or punitive damages or attorneys' fees. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with this Agreement or any Services provided hereunder may be brought by either party any later than two (2) years after the accrual of such claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

I have read, understand and agree that the above-information is correct and has been disclosed to us prior to authorizing Gallagher to bind coverage and/or provide services to us.

By: \_\_\_\_\_

Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

## ACCEPTANCE OR REJECTION OF TERRORISM – CHECK ONE

<input type="checkbox"/>	I hereby elect to purchase terrorism coverage for a prospective premium of <u>\$1,337.</u>
<input checked="" type="checkbox"/>	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

\_\_\_\_\_  
Policyholder/Applicant's Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date



## POLICYHOLDER DISCLOSURE - NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, **as defined in Section 102(l) of the Act, as amended:** The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2020, the date on which the TRIA Program is scheduled to terminate or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020; OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED IN THE QUOTATION ACCOMPANYING THIS NOTICE AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

<input type="checkbox"/>	I hereby elect to purchase coverage for acts of terrorism for the prospective additional premium stated in the quotation provided to me.
<input checked="" type="checkbox"/>	I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

\_\_\_\_\_  
Policyholder/Applicant's Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

LMA9104  
12 January 2015

**VII. SIGNATURE SECTION**

THE UNDERSIGNED AUTHORIZED REPRESENTATIVE (PRESIDENT, CEO, OR CHIEF INFORMATION/SECURITY OFFICER ACCEPTABLE TO TRAVELERS) OF THE APPLICANT DECLARES THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF, AFTER REASONABLE INQUIRY, THE STATEMENTS SET FORTH IN THE ATTACHED TRAVELERS NEW BUSINESS OR RENEWAL APPLICATION FOR INSURANCE ARE TRUE AND COMPLETE AND MAY BE RELIED UPON BY TRAVELERS. IF THE INFORMATION IN ANY APPLICATION CHANGES PRIOR TO THE INCEPTION DATE OF THE POLICY, THE APPLICANT WILL NOTIFY THE COMPANY OF SUCH CHANGES, AND THE COMPANY MAY MODIFY OR WITHDRAW ANY OUTSTANDING QUOTATION. THE COMPANY IS AUTHORIZED TO MAKE INQUIRY IN CONNECTION WITH THIS APPLICATION.

THE SIGNING OF THIS APPLICATION DOES NOT BIND THE COMPANY TO OFFER, NOR THE APPLICANT TO PURCHASE, THE INSURANCE. IT IS AGREED THAT THIS APPLICATION, INCLUDING ANY MATERIAL SUBMITTED THEREWITH, SHALL BE THE BASIS OF THE INSURANCE AND SHALL BE, IN ALL STATES OTHER THAN NC AND UT, CONSIDERED PHYSICALLY ATTACHED TO AND PART OF THE POLICY, IF ISSUED. THE COMPANY WILL HAVE RELIED UPON THIS APPLICATION, INCLUDING ANY MATERIAL SUBMITTED THEREWITH, IN ISSUING THE POLICY.

Producer information only required in Florida and Iowa.

Authorized Representative Signature*: (President, CEO, or Chief Information/Security Officer) <b>x</b>	Authorized Representative Name - Printed	Date (mm/dd/yyyy):
Producer Signature*: <b>x</b>	State Producer License No (required in FL):	Date (mm/dd/yyyy):
Agency:	Agency Contact:	Agency Phone Number:

\* If you are electronically submitting this document, apply your electronic signature to this form by checking the Electronic Signature and Acceptance box below. By doing so, you agree that your use of a key pad, mouse, or other device to check the Electronic Signature and Acceptance box constitutes your signature, acceptance, and agreement as if actually signed by you in writing and has the same force and effect as a signature affixed by hand.

- ☐ Electronic Signature and Acceptance – Authorized Representative  
☐ Electronic Signature and Acceptance – Producer

## Premium Summary

The estimated program cost for the options are outlined in the following table:

LINE OF COVERAGE		EXPIRING PROGRAM		PROPOSED PROGRAM(S)			RECOMMENDED PROGRAM 3-With CFC Cyber and Argonaut \$11M Liability Limits	% Change Program 3 versus expiring
		ESTIMATED COST		PROGRAM 1-With Travelers Cyber and Argonaut \$10M Liability Limits	PROGRAM 2-With CFC Cyber and Argonaut \$10M Liability Limits			
Property	Premium TRIA Premium	Federal Insurance Company (Chubb Group of Insurance Companies)	\$72,630 Included	Federal Insurance Company (Chubb Group of Insurance Companies)	\$76,466 Included	Federal Insurance Company (Chubb Group of Insurance Companies)	\$76,466 Included	5.2%
Equipment Breakdown	Premium TRIA Premium	Liberty Mutual Fire Insurance Company (Liberty Mutual Holding Company, Inc.)	\$4,906 Included	Liberty Mutual Fire Insurance Company (Liberty Mutual Holding Company, Inc.)	\$5,355 Included	Liberty Mutual Fire Insurance Company (Liberty Mutual Holding Company, Inc.)	\$5,355 Included	9.1%
Crime	Premium TRIA Premium	Hanover Insurance Company (Hanover Insurance Companies)	\$3,980 Included	Hanover Insurance Company (Hanover Insurance Companies)	\$3,980 Included	Hanover Insurance Company (Hanover Insurance Companies)	\$3,980 Included	0%
Public Entity Package – Includes General Liability, Employee Benefits Liability, Auto Liability, Public Officials Liability, Employment Practices Liability and Auto Physical Damage, and Aggregate Stop Loss	Premium TRIA Premium	Argonaut Insurance Company (Argo Group International Holdings, Inc)	\$177,149 Excluded	Argonaut Insurance Company (Argo Group International Holdings, Inc)	\$169,845 (1) (can be purchased for an additional \$1,327 premium)	Argonaut Insurance Company (Argo Group International Holdings, Inc)	\$172,306 (2) (can be purchased for an additional \$1,337 premium)	-2.7%

LINE OF COVERAGE		EXPIRING PROGRAM		PROGRAM 1-With Travelers Cyber and Argonaut \$10M Liability Limits		PROPOSED PROGRAM(S)  PROGRAM 2-With CFC Cyber and Argonaut \$10M Liability Limits		RECOMMENDED  PROGRAM 3-With CFC Cyber and Argonaut \$11M Liability Limits		% Change Program 3 versus expiring
		ESTIMATED COST								
Cyber Liability	Premium TRIA Premium	Travelers Casualty and Surety Co of America (The Travelers Companies, Inc.)	\$10,487 Included	Travelers Casualty and Surety Co of America (The Travelers Companies, Inc.)	\$9,879 Included	Underwriters at Lloyd's London (Underwriters at Lloyd's London)	\$13,435 1% SLT tax \$135 \$250 \$13,820	Underwriters at Lloyd's London (Underwriters at Lloyd's London)	\$13,435 1% SLT tax \$135 \$250 \$13,820	31%
Excess Workers Compensation	Premium TRIA Premium	Midwest Employers Casualty Company (W. R. Berkley Group)	\$58,439	Midwest Employers Casualty Company (W. R. Berkley Group)	\$58,439 Included	Midwest Employers Casualty Company (W. R. Berkley Group)	\$58,439 Included	Midwest Employers Casualty Company (W. R. Berkley Group)	\$58,439 Included	0%
Gallagher Broker Services Fee			\$36,000		\$36,000		\$36,000		\$36,000	0%
Total Estimated Program Cost			\$363,591		\$359,964		\$363,905		\$366,366	.007%
(1)	Without Aggregate Stop Loss Premium savings will be \$8,444 for total of \$161,401	(2) Without Aggregate Stop Loss Premium savings will be \$8,444 for total of \$163,862								



## Proposal Disclosures

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

### Proposal Disclaimer

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

### Compensation Disclosure

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary based on market conditions and the insurance product placed for the client.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.
3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.
4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third-parties, please contact Gallagher via e-mail at [Compensation\\_Complaints@ajg.com](mailto:Compensation_Complaints@ajg.com) or by regular mail at:

Chief Compliance Officer  
Gallagher Global Brokerage  
Arthur J. Gallagher & Co.  
2850 Golf Rd.  
Rolling Meadows, IL 60008

### TRIA/TRIPRA Disclaimer

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

The TRIPRA program increases the amount needed in total losses by \$20 million each calendar year before the TRIPRA program responds from the 2015 trigger of \$100 million to \$200 million by the year 2020.

TRIPRA is set to expire on December 31, 2020. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2020. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be

maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.

**Property Estimator Disclaimer**

These property values were obtained using a desktop Property Estimator software operated by non-appraisal professionals. These property values represent general estimates which are not to be considered a certified appraisal. These property values include generalities and assumptions that may produce inaccurate values for specific structures.



**CITY OF CEDAR FALLS  
7/1/2019 – 7/1/2020 RENEWAL  
Exposure Comparison**

Exposure	2016	2017	2018	2019	% of Change
Total Property Values	\$115,208,141	\$122,296,766	\$128,411,875	\$130,617,486	1.7%
Total Number of Vehicles	185	188	182	183	0%
Total Vehicle Values	\$10,965,663	\$12,336,175	\$12,824,571	\$13,376,759	4.3%
Total Estimated Payrolls	\$14,957,825	\$15,391,197	\$15,189,165	\$15,189,165 (1)	0%
Net Operating Expenditures			\$57,857,000	\$52,731,000	-9%
Revenues used for Cyber Liability	\$73,585,160	\$82,430,630	\$85,614,600	\$72,052,270	-16%
Employees (FT/PT)	662	652	652	662	1%
FT Officers	40	40	45	57	26%
Fire Department	60 (28-FT, 2-PT, 2-POC, 28-PSO)	60 (28-FT, 2-PT, 2-POC, 28-PSO)	67 (29-FT, 2-PT, 2-POC, 34-PSO)	69 (17-FT, 1-PT, 2-POC, 49 PSO)	2.9%
(1). The Workers Compensation Policy is the 2 <sup>nd</sup> year of a 2 year policy. Carrier does not require updated payrolls and will bill expiring premium at renewal. Audit will take place at end of year 2.					

**CITY OF CEDAR FALLS  
7/1/2019 – 7/1/2020 RENEWAL**

**Property Exposure Comparison**

	<b>2016</b>	<b>2017</b>	<b>2018 Expiring</b>	<b>2019 Renewal</b>	<b>% Change</b>
Building	\$79,422,155	\$84,644,109	\$87,700,332	\$89,890,943	2.5%
Contents	14,525,755	16,282,435	17,081,129	17,087,129	.00035%
Business Interruption/Extra Expense	3,000,000	3,000,000	\$3,000,000	3,000,000	0%
Accounts Receivable	1,000,000	1,000,000	1,000,000	1,000,000	0%
Valuable Papers	1,000,000	1,000,000	1,000,000	1,000,000	0%
Fine Arts	1,303,067	1,303,067	1,303,067	1,303,067	0%
Sculptures	825,000	826,030	826,030	835,030	.0108%
Mobile/Contractors Equipment/small Equip/Road Equipment	2,675,564	2,683,658	2,668,461	2,668,461	0%
Machinery	4,207,742	4,207,742	6,020,522	6,020,522	0%
EDP Equipment/Audio Cable/Printers	1,654,858	2,335,725	2,798,334	2,798,334	0%
EDP Media	Included	Included	Included	Included	
EDP Extra Expense	Included	Included	Included	Included	
Phone System	300,000	300,000	300,000	300,000	0%
Traffic Signals	5,294,000	4,714,000	4,714,000	4,714,000	0%
<b>Total</b>	<b>\$115,208,141</b>	<b>\$122,296,766</b>	<b>\$128,411,875</b>	<b>\$130,617,486</b>	<b>1.7%</b>

**CITY OF CEDAR FALLS**  
**7/1/2019 – 7/1/2020 RENEWAL**

**Loss Fund Comparison**

	2017 Chubb/Argonaut Program Travelers (Cyber)	2018 Chubb/Argonaut Program Travelers (Cyber)	2019 Chubb/Argonaut Program Renewal Travelers (Cyber)
Liability	\$280,000	\$280,000	\$300,000
Auto Physical Damage	Included	Included	Included
Workers Compensation – Minimum Aggregate Retention	\$1,781,250	(1) \$1,620,062 (1 <sup>st</sup> year of 2 year policy term)	(1) \$1,620,062 (2 <sup>nd</sup> year of 2 year policy term)
Total Estimated Loss Fund	\$2,061,250	\$1,900,062	\$1,920,062

(1) Two year Minimum Aggregate Retention is \$3,240,124 effective 7/1/2018 through 7/1/2020.

**Retention Comparison**

	2017 Chubb/Argonaut Program Travelers (Cyber)	2018 Chubb/Argonaut Program Travelers (Cyber)	2019 Chubb/Argonaut Program Travelers (Cyber)
Property	\$100,000	\$100,000	\$100,000
General Liability	\$100,000	\$100,000	\$100,000
Automobile Liability	\$100,000	\$100,000	\$100,000
Auto Physical Damage – Per Vehicle	\$10,000 \$50,000 Maximum Deductible	\$10,000 \$50,000 Maximum Deductible	\$10,000 \$50,000 Maximum Deductible
Auto Physical Damage Maintenance Deductible (applies once the loss fund is eroded)	\$2,500	\$2,500	\$2,500
Law Enforcement Liability	\$100,000	\$100,000	\$100,000
Public Officials Liability	\$100,000	\$100,000	\$100,000
Employment Practices Liability	\$100,000	\$100,000	\$100,000
Excess Liability	NA	NA	NA
Excess Workers Compensation	\$500,000	\$500,000	\$500,000
Boiler & Machinery	\$2,500	\$2,500	\$2,500
Cyber Liability	\$10,000	\$10,000	\$10,000

**CITY OF CEDAR FALLS  
7/1/2019 – 7/1/2020 RENEWAL**

**Liability Limits Comparison**

	2017 Chubb/Argonaut Program Travelers (Cyber)	2018 Chubb/Argonaut Program Travelers (Cyber)	2019 Chubb/Argonaut Program Travelers (Cyber) – Option 1	2019 Chubb/Argonaut Program Travelers (Cyber) – Option 2
General Liability – Each Occurrence	\$5,000,000	\$7,000,000	\$7,000,000	\$11,000,000
General Liability – Annual Aggregate	\$10,000,000	\$10,000,000	\$10,000,000	\$11,000,000
Employee Benefits – Each Claim	Included in GL	Included in GL	Included in GL	Included in GL
Employee Benefits – Annual Aggregate	Included in GL	Included in GL	Included in GL	Included in GL
Automobile Liability – each Accident	\$5,000,000	\$7,000,000	\$7,000,000	\$11,000,000
Automobile Liability – Underinsured/Uninsured Motorist	NA	NA	NA	NA
Automobile Physical Damage – Emergency Vehicles at RC	\$3,285,000	\$3,325,000	\$3,842,331	\$3,842,331
Automobile Physical Damage – Other Vehicles at ACV	\$9,051,175	\$9,499,571	\$9,534,438	\$9,534,438
Law Enforcement Liability – Each Occurrence	\$5,000,000	\$7,000,000	\$7,000,000	\$11,000,000
Law Enforcement Liability – Annual Aggregate	\$10,000,000	\$10,000,000	\$10,000,000	\$11,000,000
Public Officials Liability – Each Claim	\$5,000,000	\$7,000,000	\$7,000,000	\$11,000,000
Public Officials Liability – Annual Aggregate	\$10,000,000	\$10,000,000	\$10,000,000	\$11,000,000
Employment Practices Liability – Each Claim	\$5,000,000	\$7,000,000	\$7,000,000	\$11,000,000
Employment Practices Liability – Annual Aggregate	\$9,000,000	\$10,000,000	\$10,000,000	\$11,000,000
Sexual Abuse/Sexual Harassment – Each Claim	Included in GL	Included in GL	Included in GL	Included in GL
Sexual Abuse/Sexual Harassment – Annual Aggregate	Included in GL	Included in GL	Included in GL	Included in GL
Excess Liability – Each Occurrence	NA	NA	NA	NA
Excess Liability – Annual Aggregate	NA	NA	NA	NA
Crisis Event Coverage	\$50,000/\$250,000 NO SIR APPLIES	\$50,000/\$250,000 NO SIR APPLIES	\$50,000/\$250,000 NO SIR APPLIES	\$50,000/\$250,000 NO SIR APPLIES
Cyber Liability – Policy Limit – per expiring policy	\$1,000,000	\$1,000,000	\$1,000,000	
Cyber Liability – False Pretenses – per expiring policy (1)	\$100,000	\$100,000	\$100,000	\$100,000
(1) False Pretenses limit can be increased to \$250,000 by changing carriers from Travelers to CFC/Lloyds				

**CITY OF CEDAR FALLS  
7/1/2019 – 7/1/2020 RENEWAL**

Program comparisons	2017			2018			2019		
	Chubb/Argonaut Program Renewal/Travelers Cyber			Chubb/Argonaut Program Renewal/Travelers Cyber			Chubb/Argonaut Program Renewal/Travelers Cyber		
Retro Date – Liability (POL and EPLI)			7/1/1988			7/1/1988			7/1/1988
Retro Date – EBL			Not Applicable			Not Applicable			Not Applicable
Retro Date – Crisis Event Coverage			7/1/2014			7/1/2014			7/1/2014
Defense Costs – Liability			Outside the Limit			Outside the Limit			Outside the Limit
Liability – Claims Made or Occurrence			Occurrence			Occurrence			Occurrence
Liability – EBL -- Claims Made or Occurrence			Occurrence			Occurrence			Occurrence
Drone Coverage			Included			Included			Included
Liability Coverage for City Dam			Included			Included			Included
Sexual Abuse/Sexual Harassment			Included			Included			Included
Sexual Abuse/Sexual Harassment – Claims Made or Occurrence			Occurrence			Occurrence			Occurrence
Retro Date for Sexual Abuse/Harassment			Not Applicable			Not Applicable			Not Applicable
Cyber Liability			\$1,000,000			\$1,000,000			\$1,000,000
Retro Date – Cyber Liability			7/1/2012			7/1/2012			7/1/2012



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

**INTEROFFICE MEMORANDUM**

Financial Services Division

**TO:** Mayor Brown and City Council  
**FROM:** Kate Kelly, Payroll/HR Technician  
**DATE:** June 12, 2019  
**SUBJECT:** FY20 Fee Schedule

Attached is a copy of the proposed FY20 Fee Schedule. The Fee Schedule establishes fees for all City operations except Enterprise Fund fees, which are established by ordinance (refuse, sanitary sewer collection and parking meter fees).

It is recommended that the attached FY20 Fee Schedule be adopted as proposed. Following adoption, staff will schedule the fees for the fiscal year beginning July 1, 2019. If you have any questions regarding proposed fees, please contact the department director responsible for the fee in question.

SCHEDULE OF FEES		ADOPTED RATE		ADDITIONAL INFORMATION		PROPOSED RATE	
SEC. 2-311							
CIVIL SERVICE EXAMINATIONS							
Civil Service Test	No charge						
Civil Service Promotional Test	No charge						
SEC. 2-511							
CABLE TELEVISION DIVISION							
Video Duplication	\$15.00	Each DVD					
PUBLIC SAFETY SERVICES							
COPY RECORDS / DIGITAL DATA							
Police Reports	\$15.00	Each report					
Applicant Fingerprinting	\$10.00	1-3 cards					
Additional cards	\$2.00	Per card					
Video Duplication	\$15.00	Each DVD					
Photo Reprints (4x6 in-house)	\$1.00	Each					
Photo Reprints (larger/out-source)	At Cost						
Junk Vehicle Certificate	\$10.00						
Fire Incident Reports	\$10.00	Each report					
Fire Investigative Reports (Non-Criminal)	\$10.00	Each report					
Copying of records – major project	Applicable fee above + staff time					Applicable fee above + staff time over 30 minutes	
POLICE SERVICES							
House/Garage Moving Permit	\$40.00/hr.	1/2 hr. min.					
Funeral Escort	\$25.00						
1 Hr. of Squad Car Usage	\$16.50						
SEC. 2-572							
PUBLIC RECORDS DIVISION							
Sale of City Code of Ordinances	\$200.00	Hard Cover			Includes cost of new book and mailing subsequent code supplements		
Sale of City Zoning Ordinance	\$50.00	Paper Cover			Includes cost of new book and mailing subsequent code supplements		
Sale of National/Uniform Code Books adopted by reference, i.e. Building, Electrical, Plumbing, Mechanical, Fire, Life Safety, Housing, etc.		Sold at cost					
Sale of Official Financial Publications		Sold at cost					
Copying of City Records	No Charge	Five pages or less					
	\$0.10	Each, six or more pages				Black & White Copy, \$.10 each, six or more pages	
						Color Copy, \$.20 each, six or more pages	
Copying of City Records - major projects	\$0.10	Each, six or more pages + staff time				Black & White Copy, \$.10 each, six or more pages + staff time over 30 minutes	
						Color Copy, \$.20 each, six or more pages + staff time over 30 minutes	
SEC. 2-712							
ENGINEERING SERVICES							
Inspection and Design		Negotiated charges approved by City Council in Contract form					
Copying of maps, drawings, etc.	No Charge	Five standard pages or less					
	\$0.10	Each, six or more pages					
Copying of oversized maps, drawings, etc.	\$5.00	Each					
Copy of Aerial Map per development	\$85.00						
Copy of Aerial Map entire City	\$425.00						
Sanitary Sewer Permit	\$100.00						
SEC. 2-809							
MUNICIPAL OPERATIONS & PROGRAMS							
City Banners - For "For Profit" Groups, Installation and removal	\$10.00	Each Banner					
Electrical Panels For Special Events	\$50.00	Per Panel					
	\$250.00	Deposit Fee					
Delivery of Picnic Tables for Special Events	\$10.00	Per Table					
Salt/Sand Mix	\$20.00	Each Ton					
					For equipment rates utilize current Iowa DOT Schedule of Equipment Rates unless otherwise noted in this document. <a href="http://www.iowadot.gov/local_systems/publications/equipment_rates_16.pdf">http://www.iowadot.gov/local_systems/publications/equipment_rates_16.pdf</a>		
Aerial Lift Truck	\$125.00	Per hour					
Traffic Control Devices Placement & Removal	\$100.00	Per placement					
All equipment listed above: 1 Hour Minimum							
Personnel: 1 Hour Minimum	Employee's Effective Rate	Plus 20% Administrative Fee					
SEC. 3-1							
LICENSE TO DISTRIBUTE/POST ADVERTISING MATERIALS							
	\$20.00	Daily or					
	\$200.00	Annually					
SEC. 3-43							
SIGN PERMITS							
	\$25.00	Minimum all signs and					
	\$1.00	Each additional sq. ft. of sign area > 100 sq. ft. \$200.00 max.					
SEC. 3-46							
SIGN PAINTER'S OR ERECTOR'S LICENSE							
Painter's License	\$15.00	One year					
Erector's License	\$150.00	First year and					
	\$35.00	For renewal					
SEC. 6-46							
DOG AND CAT LICENSE							
Dog or Cat Altered	\$6.00	Each year					
Dog or Cat Not Altered	\$12.00	Each year					
Late Licensing	Doubles	After March 31					

SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
Duplicate License & Tag	\$1.00		
Tag & License Mailing Fee	\$1.00	Each Tag/License	
<b>SEC. 6-99</b> <b>LICENSE FOR RIDING SCHOOLS OR STABLES</b>	\$30.00	One year	
<b>BUILDINGS AND BUILDING REGULATIONS</b>			
International Building Code Plan Review. (Base project value of \$1,000 or more)		65% of Building Permit Fee	
<b>SEC. 7-19</b> <b>BUILDING PERMITS</b>			
Valuation			
\$1.00 TO \$500.00	\$24.75		
\$500.01 TO \$600.00	\$27.75		
\$600.01 TO \$700.00	\$31.00		
\$700.01 TO \$800.00	\$34.00		
\$800.01 TO \$900.00	\$37.00		
\$900.01 TO \$1,000.00	\$40.25		
\$1,001.01 TO \$1,100.00	\$43.25		
\$1,100.01 TO \$1,200.00	\$46.25		
\$1,200.01 TO \$1,300.00	\$49.50		
\$1,300.01 TO \$1,400.00	\$52.50		
\$1,400.01 TO \$1,500.00	\$55.50		
\$1,500.01 TO \$1,600.00	\$58.75		
\$1,600.01 TO \$1,700.00	\$61.75		
\$1,700.01 TO \$1,800.00	\$65.00		
\$1,800.01 TO \$1,900.00	\$68.00		
\$1,900.01 TO \$2,000.00	\$71.00		
\$2,000.01 TO \$3,000.00	\$85.50		
\$3,000.01 TO \$4,000.00	\$100.00		
\$4,000.01 TO \$5,000.00	\$114.25		
\$5,000.01 TO \$6,000.00	\$128.75		
\$6,000.01 TO \$7,000.00	\$143.25		
\$7,000.01 TO \$8,000.00	\$157.50		
\$8,000.01 TO \$9,000.00	\$172.00		
\$9,000.01 TO \$10,000	\$186.50		
\$10,000.01 TO \$11,000.00	\$200.75		
\$11,000.01 TO \$12,000.00	\$215.25		
\$12,000.01 TO \$13,000.00	\$229.75		
\$13,000.01 TO \$14,000.00	\$244.00		
\$14,000.01 TO \$15,000.00	\$258.50		
\$15,000.01 TO \$16,000.00	\$273.00		
\$16,000.01 TO \$17,000.00	\$287.25		
\$17,000.01 TO \$18,000.00	\$301.75		
\$18,000.01 TO \$19,000.00	\$316.25		
\$19,000.01 TO \$20,000.00	\$330.75		
\$20,000.01 TO \$21,000.00	\$345.00		
\$21,000.01 TO \$22,000.00	\$359.50		
\$22,000.01 TO \$23,000.00	\$374.00		
\$23,000.01 TO \$24,000.00	\$388.25		
\$24,000.01 TO \$25,000.00	\$402.75		
\$25,000.01 TO \$26,000.00	\$413.00		
\$26,000.01 TO \$27,000.00	\$423.25		



SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
\$27,000.01 TO \$28,000.00	\$433.75		
\$28,000.01 TO \$29,000.00	\$444.00		
\$29,000.01 TO \$30,000.00	\$454.25		
\$30,000.01 TO \$31,000.00	\$464.50		
\$31,000.01 TO \$32,000.00	\$474.75		
\$32,000.01 TO \$33,000.00	\$485.25		
\$33,000.01 TO \$34,000.00	\$495.50		
\$34,000.01 TO \$35,000.00	\$505.75		
\$35,000.01 TO \$36,000.00	\$516.00		
\$36,000.01 TO \$37,000.00	\$526.25		
\$37,000.01 TO \$38,000.00	\$536.75		
\$38,000.01 TO \$39,000.00	\$547.00		
\$39,000.01 TO \$40,000.00	\$557.25		
\$40,000.01 TO \$41,000.00	\$567.50		
\$41,000.01 TO \$42,000.00	\$577.75		
\$42,000.01 TO \$43,000.00	\$588.25		
\$43,000.01 TO \$44,000.00	\$598.50		
\$44,000.01 TO \$45,000.00	\$608.75		
\$45,000.01 TO \$46,000.00	\$619.00		
\$46,000.01 TO \$47,000.00	\$629.25		
\$47,000.01 TO \$48,000.00	\$639.75		
\$48,000.01 TO \$49,000.00	\$650.00		
\$49,000.01 TO \$50,000.00	\$660.25		
\$50,000.01 TO \$51,000.00	\$667.50		
\$51,000.01 TO \$52,000.00	\$674.75		
\$52,000.01 TO \$53,000.00	\$681.75		
\$53,000.01 TO \$54,000.00	\$689.00		
\$54,000.01 TO \$55,000.00	\$696.25		
\$55,000.01 TO \$56,000.00	\$703.50		
\$56,000.01 TO \$57,000.00	\$710.75		
\$57,000.01 TO \$58,000.00	\$718.00		
\$58,000.01 TO \$59,000.00	\$725.00		
\$59,000.01 TO \$60,000.00	\$732.25		
\$60,000.01 TO \$61,000.00	\$739.50		
\$61,000.01 TO \$62,000.00	\$746.75		
\$62,000.01 TO \$63,000.00	\$754.00		
\$63,000.01 TO \$64,000.00	\$761.25		
\$64,000.01 TO \$65,000.00	\$768.50		
\$65,000.01 TO \$66,000.00	\$775.50		
\$66,000.01 TO \$67,000.00	\$782.75		
\$67,000.01 TO \$68,000.00	\$790.00		
\$68,000.01 TO \$69,000.00	\$797.25		
\$69,000.01 TO \$70,000.00	\$804.50		
\$70,000.01 TO \$71,000.00	\$811.75		
\$71,000.01 TO \$72,000.00	\$818.75		
\$72,000.01 TO \$73,000.00	\$826.00		

SCHEDULE OF FEES	ADOPTED RATE		ADDITIONAL INFORMATION	PROPOSED RATE
\$73,000.01 TO \$74,000.00	\$833.25			
\$74,000.01 TO \$75,000.00	\$840.50			
\$75,000.01 TO \$76,000.00	\$847.75			
\$76,000.01 TO \$77,000.00	\$855.00			
\$77,000.01 TO \$78,000.00	\$862.00			
\$78,000.01 TO \$79,000.00	\$869.25			
\$79,000.01 TO \$80,000.00	\$876.50			
\$80,000.01 TO \$81,000.00	\$883.75			
\$81,000.01 TO \$82,000.00	\$891.00			
\$82,000.01 TO \$83,000.00	\$898.25			
\$83,000.01 TO \$84,000.00	\$905.25			
\$84,000.01 TO \$85,000.00	\$912.50			
\$85,000.01 TO \$86,000.00	\$919.75			
\$86,000.01 TO \$87,000.00	\$927.00			
\$87,000.01 TO \$88,000.00	\$934.25			
\$88,000.01 TO \$89,000.00	\$941.50			
\$89,000.01 TO \$90,000.00	\$948.75			
\$90,000.01 TO \$91,000.00	\$955.75			
\$91,000.01 TO \$92,000.00	\$963.00			
\$92,000.01 TO \$93,000.00	\$970.25			
\$93,000.01 TO \$94,000.00	\$977.50			
\$94,000.01 TO \$95,000.00	\$984.75			
\$95,000.01 TO \$96,000.00	\$992.00			
\$96,000.01 TO \$97,000.00	\$999.00			
\$97,000.01 TO \$98,000.00	\$1,006.25			
\$98,000.01 TO \$99,000.00	\$1,013.50			
\$99,000.01 TO \$100,000.00	\$1,020.75			
\$100,000.01 TO \$500,000.00	\$1,020.75 + \$6.20 for each additional \$1,000.00	Any fraction of \$1,000.00 shall be counted as an additional \$1,000.00		
\$500,000.01 TO \$1,000,000.00	\$3,492.75 + \$5.15 for each additional \$1,000.00	Any fraction of \$1,000.00 shall be counted as an additional \$1,000.00		
\$1,000,000.01 AND UP	\$6,067.75 + \$4.15 for each additional \$1,000.00	Any fraction of \$1,000.00 shall be counted as an additional \$1,000.00		
<b>SEC. 7-50 ELECTRICAL CONTRACTOR REGISTRATION</b>	\$150.00	One year		
<b>SEC. 7-50 SPECIAL ELECTRICIAN REGISTRATION</b>	\$150.00	One year		
<b>SEC. 7-20 CONDITIONS OF CERTIFICATES OF INSURANCE</b>				
Electrical Contractors	\$100,000/ \$300,000			
Special Electricians	\$100,000/ \$300,000			
<b>SEC. 7-20 RESIDENTIAL ELECTRICAL INSPECTION PERMIT FEES</b>				
Base Rate	\$30.00			
New House	\$150.00			
Rough Wiring-Openings	\$10.00	1 to 14, inclusive		
	\$7.00	15 to 30, inclusive, additional		
	\$0.20	Over 30, Per additional opening		
Lighting Fixtures: Incandescent/Fluorescent/Porcelain Bases	\$10.00	1 to 14, inclusive		
	\$7.00	15 to 30, inclusive, additional		
Electrical Services: Temporary/Permanent	\$15.00	Temporary Service		
	\$20.00	To 225-ampere capacity		
	\$30.00	Over 225-ampere capacity		
	\$10.00	Additional replacement services		
	\$7.00	Subpanels		

SCHEDULE OF FEES	ADOPTED RATE		ADDITIONAL INFORMATION	PROPOSED RATE
Motors, Per Unit	\$8.00	0 to 10 HP		
	\$10.00	Over 10 HP		
Dishwasher, Disposal, Electric Dryer, Sump Pump, Door Opener, Water Heater, Cooking Equipment, Bath Fan, Etc.	\$5.00	Each unit		
Central Heating & Cooling Unit	\$8.00	Each unit		
Supplemental Heating/Cooling	\$5.00	Each unit		
Generators, Transfer Switch, Car Charging Station, Hot Tub, Feeder Panel, Etc.	\$10.00	Each Unit		
Reinspection of Unapproved Work	\$75.00			
Reinspection Fee Due To Wrong Address, No Address Posted, Incomplete Work, Insufficient Information, Unable to Enter, or for Uncorrected Violations.	\$10.00	Each Trip		
Certificate of Insurance	\$100,000/ \$300,000			
<b>SEC. 7-20</b>				
<b>COMMERCIAL AND INDUSTRIAL ELECTRICAL INSPECTION PERMIT FEES</b>				
Base Rate	\$30.00			
Rough Wiring-Openings	\$30.00	1 to 14, inclusive		
	\$15.00	15 to 30, inclusive, additional		
	\$0.30	Over 30, Per additional opening		
Lighting Fixtures:	\$30.00	1 to 14, inclusive		
	\$15.00	15 to 30, inclusive, additional		
	\$0.30	Over 30, per additional opening		
Electrical Services:				
Temporary/Permanent	\$20.00	Temporary Service		
	\$40.00	Permanent Service up to 400 ampere		
	\$60.00	Permanent Service 401-800 ampere		
	\$80.00	Permanent Service over 800 ampere		
	\$10.00	Additional replacement services		
Motors, Per Unit	\$10.00	0 to 10 HP		
	\$15.00	Over 10 HP		
Transformers, Per Unit	\$20.00	0 to 75 KVA		
	\$30.00	Over 75 KVA		
Feeder Panels	\$15.00	Up to 225 A		
	\$20.00	Above 225 A		
Dishwasher, Disposal, Electric Dryer, Sump Pump, Door Opener, Water Heater, Cooking Equipment, Exhaust Fans	\$5.00	Each unit		
Central Heating & Cooling Unit	\$8.00	Each unit		
Supplemental Heating/Cooling	\$5.00	Each unit		
Illuminated Signs and Outline Lighting	\$10.00	Each sign		
Neon and All Signs Using Secondary Voltage of 600 Volts or More	\$10.00	Each transformer		
Special Equipment such as Generators, X-ray Equipment, Converters, Welders Etc.	\$15.00	Each Unit		
Reinspection Fee Due To Wrong Address, No Address Posted, Incomplete Work, Insufficient Information, Unable to Enter, or for Uncorrected Violations	\$75.00	Each Trip		
In-Ground Swimming Pool/Hot Tub Bonding Inspection	\$30.00			
Specialized Systems such as Solar PV Systems, Wind Generated Systems, Etc.	\$30.00			
Certificate of Insurance	\$100,000/ \$300,000			
<b>SEC. 7-170</b>				
<b>ANNUAL PERMIT FOR PLUMBING WORK</b>				
	\$100.00	One year		
<b>SEC. 7-170</b>				
<b>PLUMBING FEES</b>				
Base Rate	\$30.00			
Water closet, urinals, bidets, tubs, showers, lavatories, sinks, hand sinks, floor sinks, grease trap, disposal, dishwasher, drinking fountain, laundry drain, laundry sink, sump, floor drains, roof drains, backwater valve, sewage eject, vacuum breakers, mop sinks.	\$8.50			
Water softener, Water heater	\$15.00			
Sewer Connections To/Or Continuation from Main	\$30.00			
Multiple Sewer Stubs	\$15.00	Each		
Additional Fixture, Trap or Trap Opening (To Apply Towards Minimum Fee)	\$8.50			
Reinspection of Unapproved work	\$75.00			
Water Treatment or Storage Units	\$20.00			
Backflow Protective Devices-Water	\$8.50			
Reconstruction or Alteration of Drains, Stacks or Vents	\$20.00			
One bathroom house	\$135.00			
Two bathroom house	\$161.00			
Three bathroom house	\$208.00			
Working w/o permit	\$100.00			
<b>SEC. 7-232</b>				
<b>LICENSE FEE, MOVING A BUILDING</b>				
	\$30.00	One Week		
	\$60.00	One Month		
	\$100.00	Six Months		
	\$200.00	One Year		
<b>SEC. 7-247</b>				
<b>MOVING PERMIT FEE ACCORDING TO STRUCTURE</b>				

SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
Structure Less than 200 sq. ft.	\$10.00		
Structure More than 200 sq. ft. and Less than 500 sq. ft.	\$50.00		
Structure More than 500 sq. ft.	\$100.00		
<b>SEC. 7-414</b>			
<b>MECHANICAL FEES</b>			
Base Rate	\$30.00		
New House	\$150.00		
Apartments	\$70.00	Per Unit	
AC 0 to 3 Ton	\$20.00		
AC 3.5 Ton – 5 Ton	\$40.00		
AC 5.5 Ton – 30 Ton	\$50.00		
AC 30.5 – 50 Ton	\$60.00		
AC over 50 Ton	\$3.00	Per Ton	
AH 0 to 10,000 CFM	\$20.00		
AH over 10,000 CFM	\$30.00		
Air-to-Air Heat Exchanger	\$15.00		
Bath Exhaust	\$5.00		
Boiler – 0 to 100,000	\$20.00		
Boiler – 100,001 to 500,000	\$30.00		
Boiler – 500,001 to 1,000,000	\$45.00		
Boiler 1,000,000 to 1,750,000	\$60.00		
Boiler over 1,750,000	\$100.00		
Duct Alterations	\$20.00		
Fireplace	\$15.00		
Furnace – Electric	\$25.00		
Furnace – Gas	\$25.00		
Furnace Vents	\$15.00		
HPP 1-4 Outlets	\$0.00	No charge	
HPP 5+ Outlets	\$2.00	Per Outlet	
In-floor Heat	\$20.00		
VAV Boxes	\$10.00		
Ventilation – Multiple	\$10.00		
Ventilation – OH	\$10.00		
Ventilation – Type 1 Hood	\$50.00		
Ventilation – Type 2 Hood	\$25.00		
Working w/o Permit	\$100.00		
Incinerator – Comm/Ind	\$70.00		
Incinerator – Residential	\$16.25		
Miscellaneous	\$20.00		
NPP 1-4 Outlets	\$2.00		
NPP 5+ per Outlet	\$0.50		
Other per Hr	\$40.00	Per Hour	
Outside Hr Change	\$40.00	Per Hour	
Plan Review	\$30.00	Per Hour	
Reinspection Fee	\$75.00		
<b>REFRIGERATION FEES</b>			
Base Rate	\$20.00		
Condensing Units:			
1/6 hp – 1/3 hp	\$15.00		
1/3 hp – 1 hp	\$20.00		
1 hp or greater	\$30.00		
Cooling Towers	\$20.00		
Walk-in Coolers/Freezers	\$20.00		
Unit Coolers	\$20.00		
Industrial Refrigeration	\$8.00	Per hp	
<b>SEC. 7-444</b>			
<b>CONDOMINIUM CONVERSION</b>			
Condominium Conversion	\$400.00	Per Unit	
<b>SEC. 9-25</b>			
<b>COMMERCIAL FIRE INSPECTION</b>			
Initial Inspection	See Attached		
First Re-inspection	\$100.00		
Second Re-inspection	\$150.00		
Third and Each Subsequent Re-inspection	\$200.00		
Owner does not show	\$50.00	With verbal acknowledgement of appointment by owner/occupant	
Inspection after normal business hours	\$50.00		
Day Care Inspections	\$50.00		
Temporary Structure Inspection	\$50.00	Initial structure	
	\$25.00	each additional temp structure	
<b>FALSE ALARMS</b>			
1 <sup>st</sup> occurrence of year	\$0.00		
2 <sup>nd</sup> occurrence of year	\$0.00		
3 <sup>rd</sup> occurrence of year	\$200.00		
4 <sup>th</sup> occurrence of year	\$200.00		
5 <sup>th</sup> 9 <sup>th</sup> occurrence of year	\$275.00	Each	
10 <sup>th</sup> and above occurrence of year	\$425.00	Each	
Evidence of Repair in Lieu of Fee		Fire Chief discretion	
Alarm activation without notification	\$200.00	Each occurrence	
<b>RESIDENTIAL FIRE SPRINKLER SYSTEM</b>			
One & Two Single Family Home	\$100.00		
<b>FIRE ALARM/SPRINKLER SYSTEM INSPECTIONS</b>			
<b>Fire Sprinkler System Construction Permits</b>			
0-4,999 square foot	\$80.00	Per Floor	
5,000-7,499 square foot	\$160.00	Per Floor	
7,500+ square foot	\$240.00	Per Floor	
System Hydro Test (additional)	\$80.00		
Re-inspections due to test failure	\$40.00	Per hour	
Stand Pipe (additional)	\$150.00		

SCHEDULE OF FEES	ADOPTED RATE		ADDITIONAL INFORMATION	PROPOSED RATE
Fire Pump (additional)	\$150.00			
Kitchen Hood Permits	\$40.00			
System installed without permit	\$160.00	Per system		
System installed/operating w/o testing	\$320.00	Per system		
<b>Fire Alarm Systems Construction Permits</b>				
0-4,999 square foot	\$80.00	Per Floor		
5,000-7,499 square foot	\$160.00	Per Floor		
7,500+ square foot	\$240.00	Per Floor		
Acceptance testing of Newly installed and/or modified alarm systems	\$40.00	Per Hour, Per Inspector		
Re-inspections due to test failure	\$40.00	Per hour		
System installed without permit	\$160.00	Per system		
System installed/operating w/o test	\$320.00	Per system		
<b>Solar Panel Fire Permit</b>				
0-4,999 square foot	\$80.00			
5,000-7,499 square foot	\$160.00			
7,500+ square foot	\$240.00			
<b>Clean Agent Fire Suppression System Construction Permits</b>				
Initial permits	\$100.00			
Plan review and inspection	\$80.00			
Re-inspection due to test failure	\$40.00			
Inspection after normal hours	\$40.00			
<b>VEHICLE FIRES &amp; EXTRICATIONS</b>				
Passenger vehicle fire (<10,000 lbs)	\$150.00			
Comm. vehicle fire (>10,000 lbs)	\$200.00			
Extrication of victim from vehicle	\$250.00			
<b>SPECIAL EVENT STANDBY</b>				
Personnel without equipment	\$30.00	Per Hour, Per Person		
Heavy Apparatus - up to 4 personnel	\$250.00			
Light Apparatus - up to 2 personnel	\$200.00			
Extrication of victim from vehicle	\$250.00			
<b>HAZARDOUS MATERIAL RESPONSE</b>				
Heavy Apparatus - up to 4 personnel	\$250.00	Per Hour-1 hr. min.		
Light Apparatus - up to 2 personnel	\$200.00	Per Hour-1 hr. min.		
Additional response personnel	\$20.00	Each- Per hour		
Expended Materials		Replacement cost		
Equipment Repair/Cleaning		Cost (parts,labor,s/h)		
Damaged Equipment/Property		Cost to replace/repair		
Other (incl. Contracted svcs/equip)		Cost		
<b>TECHNICAL RESCUE</b>				
Heavy Apparatus - up to 4 personnel	\$250.00	Per Hour-1 hr. min.		
Light Apparatus - up to 2 personnel	\$200.00	Per Hour-1 hr. min.		
Specialized Technical Rescue Equip	\$400.00	Per incident		
Expended Materials		Replacement cost		
Equipment Repair/Cleaning		Cost (parts,labor,s/h)		
Damaged Equipment/Property		Cost to replace/repair		
Other (incl. Contracted svcs/equip)		Cost		
<b>FIREWORKS PERMIT</b>				
New Location	\$150.00	Each Event		
Repeat Location - Display Cost \$1-\$1,000	\$50.00			
Repeat Location - Display Cost \$1,001 or greater	\$75.00			
Permanent & Temporary Structure Inspection	\$100.00	Per inspection, per location, if not reimbursed by the state		
<b>FLAMMABLE/COMBUSTIBLE LIQUID TANK PERMIT</b>				
Installation of new above or below ground tank	\$200.00	Per Tank		
Removal of above or below ground tanks	\$150.00	Per Tank		
Modification of tanks, piping, valves and dispensing equipment to include reconstruction, tapping, tank cutting, vent pipe relocations, dispenser piping, repiping and tank repair of repiping.	\$75.00			
Permanent LP Tank Installation	\$80.00	Per tank		
Temporary LP Tank Installation	\$40.00	Per tank		
<b>SEC. 10-5</b>				
<b>GARBAGE AND REFUSE</b>				
32 Gallon Garbage Cart	\$9.00	Per month		
32 Gallon Replacement Cart	\$38.70			\$35.00
68 Gallon Garbage Cart	\$17.00	Per month		
68 Gallon Replacement Cart	\$45.55			\$41.50
95 Gallon Garbage Cart	\$26.50	Per month		
95 Gallon Replacement Cart	\$53.60			\$48.00
95 Gallon Yard Waste Cart	\$10.00	Per dump		
April, October, November	\$5.00	Per dump		
Replacement Yard Waste Cart	\$63.58			\$58.00
Additional Yard Waste Cart	\$50.00	(no more than 2)		
Christmas Tree Tags	\$1.25	Each		
Appliances	\$7.50	Each		
Computers/Televisions	\$5.00	Each		
Bicycle Tire	\$1.00	Each		
Motorcycle Tire	\$2.00	Each		
Automobile Tire	\$2.50	Each		
With Rim	\$5.00	Each		
Truck/Tractor Tire	\$6.50	Each		
With Rim	\$9.00	Each		
Sand Bags	\$0.50	Each		
Extra Refuse Bag Tag	\$1.25	Each		
Demolition Waste	\$59.15	Per ton		
Solid Waste	\$57.50	Per ton		
Yard Waste	\$29.50	Per ton		

SCHEDULE OF FEES	ADOPTED RATE		ADDITIONAL INFORMATION	PROPOSED RATE
Scale Charge	\$3.00			
Leaf Vacuum Service	\$50.00	Per visit		
Asphalt Shingles- free of contaminants	\$30.00	Per ton		
Asphalt Shingles- with contaminants	\$59.15	Per ton + \$10.00/ton service charge		
<b>For information only. Fees set by Code of Ordinances</b>				
<b>SEC. 10-13</b>				
<b>TRASH DUMPSTERS OR RECEPTACLES IN CITY PARKING LOTS</b>				
Permit	\$300.00	Per Receptacle, Per Year		
<b>SEC. 11-84</b>				
<b>MINIMUM RENTAL HOUSING INSPECTION</b>				
Initial Inspection	\$50.00	Each building and		
	\$20.00	Each additional unit		
First Re-inspection				
*If violations are corrected at the time of first re-inspection; fee will be waived.	\$40.00*	Each Unit		
Second Re-inspection	\$80.00	Each unit re-inspected		
Third Re-inspection	\$160.00	Each unit re-inspected		
Fourth Re-inspection	\$320.00	Each unit re-inspected		
Inaccessible Unit	\$25.00	Each unit		
Tri-Annual Registration Fee	\$75.00	Each building		
Replacement of Occupancy Permit	\$5.00	Each unit		
Permit Unavailable During Any Inspection	\$25.00	Each unit		
Re-scheduling fee-				
*If owner/agent canceled within 48 hrs of inspection or does not show for inspection	\$50.00*	Each Unit		
Requested inspection outside normal cycle	\$50.00	*if violations exist		
<b>FIRE EXTINGUISHER TRAINING</b>				
0-25 Students	\$40.00			
25-50 Students	\$80.00			
More than 50 Students	\$120.00			
Fire Extinguisher recharge	\$25.00	Per extinguisher		
<b>SEC. 13-35</b>				
<b>MOBILE MERCHANT</b>				
	\$50.00	Per month		
	\$500.00	Each year		
<b>SEC. 13-63</b>				
<b>PAWN BROKER LICENSE</b>				
	\$65.00	Each year		
<b>SEC. 13-107</b>				
<b>CLOSING - OUT SALE LICENSE</b>				
<b>If a Resident Merchant</b>				
A. The stock of goods on hand is valued at five thousand dollars or less.	\$35.00			
B. The stock of goods on hand is valued in excess of five thousand dollars, but not more than fifteen thousand dollars.	\$65.00			
C. The stock of goods on hand is valued in excess of fifteen thousand dollars.	\$110.00			
<b>If a Transient Merchant</b>				
A. The stock of goods on hand is valued at five thousand dollars or less.	\$165.00			
B. The stock of goods on hand is valued in excess of five thousand dollars, but not in excess of fifteen thousand dollars.	\$330.00			
C. The stock of goods is valued in excess of fifteen thousand dollars.	\$550.00			
<b>SEC. 13-137</b>				
<b>FALSE ALARM CALLS</b>				
	\$65.00	Per call after the 5th False Alarm per calendar year		
	\$100.00	Per call after the 10 <sup>th</sup> False Alarm per calendar year		
<b>SEC. 13-138</b>				
<b>ALARM BUSINESS PERMITS OR ALARM AGENT PERMITS</b>				
Alarm Business Permit	\$0.00			
Alarm Agent Permit	\$0.00			
Alarm System Permit	\$0.00			
<b>SEC. 14-32</b>				
<b>MOBILE HOME PARK PRELIMINARY PLAN FEE</b>				
	\$150.00	And		
	\$1.00	Each lot or space		
<b>SEC. 14-75</b>				
<b>MOBILE HOME SUBDIVISIONS</b>				
Preliminary Plan Fee	\$150.00	And		
	\$1.00	Each lot or space		
Final Plan or Detailed Site Plan Fee	\$150.00	And		
	\$1.00	Each lot or space		
<b>SEC. 15-5</b>				
<b>ABATEMENT OF NUISANCES BY CITY AFTER NOTICE</b>				
1-Hour Minimum	Employee's Effective Rate	These costs shall be assessed against the property for collection in the same manner as a property tax. Together with an administrative expense of \$5. I.C.A. § 364.12(3)(a), (h)	For equipment rates utilize current Iowa DOT Schedule of Equipment Rates unless otherwise noted in this document. <a href="http://www.iowadot.gov/local_systems/publications/equipment_rates_16.pdf">http://www.iowadot.gov/local_systems/publications/equipment_rates_16.pdf</a>	
For Hire Contractor Labor & Equipment	Amount Invoiced by Contractor			
<b>SEC. 15-41</b>				
<b>JUNK VEHICLES (IMPOUNDMENT FEE)</b>				
<b>CHAPTER 17, CEDAR FALLS PARKS AND RECREATION</b>				
<b>RECREATION DIVISION PROGRAM FEES</b>				
<b>ADULT PROGRAMS</b>				
Basketball Leagues	\$370.00	Each Team 10 games		

SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
Couples Volleyball Class	\$29.00	Per person 8 weeks	
Volleyball League	\$115.00	Each team 14 games	
Mini Volleyball	\$70.00	Each team 6 games	
Softball Leagues – 14 games			
Registration	\$355.00	Each team	
Player Fees	\$70.00	Each team	
Mixed League Softball	Plus \$25.00		
Ball Field Rental (field as is)	\$8.00	Per hour	
Youth Games Ball Field Rental - Non-profit			
501C3 Field Rental			
Week Day Evening	\$16.00		
Multiple Rentals (Max. 75 per season)	\$500 Max		
Fall Softball League – 10 games			
Registration	\$255.00	Each team	
Player Fees	\$60.00	Each team	
Softball Field Rental			
One Field - One Day	\$50.00		
Complex (weekend 1 & 2 day)	\$110.00	Plus any additional staff cost over the initial field preparation	
Pfeiffer (weekend 1 & 2 day)	\$130.00	Plus any additional staff cost over the initial field preparation	
Pfeiffer (field/night, league)	\$60.00		
Kickball League	\$75.00		
Flag Football League – 4 on 4	\$100.00	Each team	
Player Fee	\$15.00	Each player	
Dodgeball	\$70.00		
Golf Lessons – 4 lessons	N/A		
Tennis Lessons – 8 lessons	N/A		
Tournaments	Cost	Plus \$20.00	
Open Gym Schools, residents	\$3.00	Or RC punch card/membership	
Open Gym Schools, non-residents	\$6.00		
Beach House (all day)			
Weekend (Friday-Sunday, Holidays)			
West	\$100.00		
East	\$200.00		
Full Facility	\$275.00		
Weekday (Monday-Thursday)			
West	\$62.50		
East	\$125.00		
Full Facility	\$175.00		
Shelter Rental - All Day	\$22.00		
Up to 6 hours	N/A		
Over 6 hours	N/A		
Gateway Shelter (10am-10:30pm)			
Monday - Thursday	\$70.00		
Friday-Sunday & Holidays	\$110.00		
Racquetball League – 11 games			
Singles	\$35.00		
Racquetball Lessons – 6 lessons	\$33.00		
Table Tennis League	\$16.00		
<b>EXERCISE CLASSES</b>			
Specialty Classes	Instructor + \$10.00		
Exercise Tryouts	N/A		
Fitness Pass w/o Rec Membership			
4 months unlimited	N/A		
1 month unlimited	N/A		
Fitness Pass w/ Rec Membership			
4 months unlimited	N/A		
1 month unlimited	N/A		
Circuit Weight Training w/o Fitness Pass/Rec Membership			
2 x Per Week - Per Month	\$28.00		
Circuit Weight Training w/ Fitness Pass/Rec Membership			
2 x Per Week - Per Month	\$14.00		
Cardio Cycling - Per Month w/o Fitness Pass/Rec Membership			
3 x Per Week - Per Month	\$42.00		
Cardio Cycling - Per Month w/ Fitness Pass/Rec Membership			
3 x Per Week - Per Month	\$21.00		
Rock On - Monthly w/Fitness Pass/Rec Membership			
3 x Per Week	\$26.00		
Rock On - Monthly w/o Fitness Pass/Rec Membership			
3 x Per Week	\$52.00		
Knock Out (with FP or RCM) 2 x Per Week Per Month	\$26.00		
Knock Out (no FP or RCM) 2 x Per Week Per Month	\$52.00		
Teen Weight Lifting Training			
(2) 2-hour classes	\$28.00		
<b>*RCM - Rec Center Membership</b>			
<b>*FP - Fitness Pass</b>			
<b>YOUTH PROGRAMS</b>			
Boys Baseball T-ball			
Registration	\$35.00		

SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
Sponsor	\$250.00		
Boys Baseball 1			
Registration	\$38.00		
Sponsor	\$250.00		
Boys Baseball 2-3			
Registration	\$45.00		
Sponsor	\$500.00		
Boys Baseball 4-5			
Registration	\$48.00		
Sponsor	\$600.00		
Girls Softball T-ball			
Registration	\$35.00		
Sponsor	\$250.00		
Girls Softball 1			
Registration	\$38.00		
Sponsor	\$250.00		
Girls Softball 2-3			
Registration	\$45.00		
Sponsor	\$500.00		
Girls Softball 4-6			
Registration	\$48.00		
Sponsor	\$500.00		
Kindergarten Basketball			
Registration	\$30.00		
Sponsor	\$200.00		
Boys Basketball 5-6			
Registration	\$40.00		
Sponsor	\$500.00		
Boys Basketball 3-4			
Registration	\$35.00		
Sponsor	\$300.00		
Boys Basketball 1-2			
Registration	\$30.00		
Sponsor	\$300.00		
Girls Basketball 5-6 (format change)			
Registration	\$35.00		
Sponsor	\$250.00		
Girls Basketball 3-4			
Registration	\$35.00		
Sponsor	\$300.00		
Girls Basketball 1-2			
Registration	\$30.00		
Sponsor	\$300.00		
Summer Track			
Registration	\$45.00		
Sponsor	\$300.00		
Volleyball 3-6 (8 weeks)			
Registration	\$39.00		
Sponsor	\$400.00		
Flag Football K-2 (8 weeks)			
Registration	\$43.00		
Sponsor	\$200.00		
Flag Football 3-4			
Registration	\$43.00		
Sponsor	\$300.00		
Flag Football 5-6			
Registration	\$43.00		
Sponsor	\$500.00		
Baseball Club	\$45.00		
Softball Club	\$45.00		
Soccer K, 1 & 2			
Registration	\$29.00		
Sponsor	\$350.00		
Golf Lessons	N/A		
Tennis Lessons	\$45.00		
Tot Lot			
One Week	\$32.00		
Six Weeks	\$150.00		
Open Gym in schools	No Charge		
Special Events	Cost	Plus \$5.00	
Tournaments	Cost	Plus 0-10%	
Indoor Park, 1-5 years	\$28.00		
Full Session (18- 22 times)	\$40.00		
Mini Session	\$18.00		
Daily	\$3.00		
Chew & View – 2 hours	\$6.00		
Parents Night Out – 2 hours	\$8.00		
Birthday Party	\$115.00		
Birthday Party - Theme Package	\$150.00		
Add Pizza	\$30.00		
3 on 3 Basketball Tourney	\$30.00	Per Team	
Soccer Tournament	\$20.00		
Hot Shot Basketball	\$5.00		
Free Throw Contest	\$5.00		
Karate	\$30.00		
New Sports & Active Programs	Charge	Comparable	
Sack Lunch Days	\$28.00		
Tumbling - 5 sessions	\$30.00		
Hockey – Inline			
Registration	N/A		
Sponsor	N/A		
Camp Cedar Falls			



SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
One Week	\$110.00		
Full Summer (1 week free)	\$770.00		
Pre and Post Care			
Daily	\$5.00		
Weekly	\$20.00		
Note: Sponsorship determined by cost of t-shirts adjusted up to the nearest \$50.00 increment.			
<b>SWIM POOL FEES</b>			
Daily Admission - Indoor			
Infant (under 2)	\$3.00		
Youth (3-17)	\$5.00		
Adult (18 & Up)	\$5.00		
Daily Admission - Outdoor			
Infant (under 2)	\$3.00		
Youth (3-17)	\$7.00		
Adult (18 & Up)	\$7.00		
<b>Summer</b>			
<b>Memorial Day-1st Day of School</b>			
Family Season Pass			
Resident**	\$195.00		
Non-Resident**	\$245.00		
*1 adult & 4 or less children or 2 adults and 3 or less children. Ea. Additional child in the family will be \$10.00			
Child Care Provider Pool Pass - Mon-Fri	\$60.00		
Adult Season Pass			
Resident	\$115.00		
Non-Resident	\$145.00		
Youth & Sr. (65 & Up) Season Pass			
Resident	\$110.00		
Non-Resident	\$140.00		
Lap Swim - Indoor			
Resident	\$75.00		
Non-Resident	\$85.00		
**Purchase your summer swim pass prior to May 15 & receive a \$10 discount for a family & \$5 for an individual pass.			
<b>Winter</b>			
<b>1st Day of School-Memorial Day</b>			
Family Season Pass (w/ Rec Membership)			
Resident	\$50.00		
Non-Resident	\$55.00		
Family Season Pass (w/o Rec Membership)			
Resident	\$130.00		
Non-Resident	\$140.00		
Adult Season Pass (w/ Rec Membership)			
Resident	\$25.00		
Non-Resident	\$30.00		
Adult Season Pass (w/o Rec Membership)			
Resident	\$95.00		
Non-Resident	\$100.00		
Youth Season Pass - 17 & Under (w/ Rec Membership)			
Resident	\$25.00		
Non-Resident	\$30.00		
Youth Season Pass - 17 & Under (w/o Rec Membership)			
Resident	\$75.00		
Non-Resident	\$80.00		
<b>*RCM - Rec Center Membership</b>			
Swim Lesson - Youth	\$32.00		
Swim Lesson - Adult	\$35.00		
WSI	\$70.00		
Aqua Trim	\$32.00		
Deep Water Aqua Trim	\$32.00		
Aqua Trim Tryout	\$5.00		
Stretching Aqua Trim	\$32.00		
Lap Swim - Daily	\$4.00	Or Pass	
Life Guarding	\$125.00		
Lifeguard Recertification	\$86.00		
Scuba Diving	Cost	Plus \$10.00	
Pool Rental ID, 1-75 people	\$65/hr.		
Pool Rental ID, 76 or more people	\$80/hr.		
Pool Rental OD			
Zero Depth - 2 hours	\$200.00		
Zero Depth / Lazy River / 2 Waterslides -- 2 hours	\$425.00		
Lap Pool / Lazy River / 2 Waterslides - 2 hours	\$525.00		
Lap Pool - 2 hours	\$325.00		
Entire Facility - 2 hours			
No Concessions	\$625.00		
Concessions Sold - Resident	\$35.00/hr.		
Cost - Programs that are listed, as cost will be charged on the basis of direct program costs excluding administration and office costs.			
New programs will be charged a comparable fee to other similar activities			

SCHEDULE OF FEES	ADOPTED RATE		ADDITIONAL INFORMATION	PROPOSED RATE
Sponsor fee may change in some cases depending on the registration, program changes or sponsor charge.				
** Summer Family Swim Pass - Resident & Non-Resident - Will be the fee listed for 1 adult or 4 or less children or 2 adults and 3 or less children.				
Each additional child in the family will be \$10.00. Implemented Spring 2012.				
<b>RECREATION CENTER</b>				
Admission				
Daily Resident				
12 Grade & Under	\$6.00			
Adult	\$9.00			
Senior Citizen	\$6.00			
Holiday Special Event Admission	\$3.00	Per person - Any age		
Daily Non-Resident				
12 Grade & Under	\$6.00			
Adult	\$9.00			
Senior Citizen	\$6.00			
Resident Yearly Memberships				
Individual				
12 Grade & Under	\$115.00			
Adult	\$175.00			
Senior Citizen	\$155.00			
Family	\$260.00			
Non-Resident Yearly Memberships				
Individual				
12 Grade & Under	\$210.00			
Adult	\$355.00			
Senior Citizen	\$290.00			
Family	\$465.00			
4-Month (May-August only)				
Resident				
12 Grade & Under	\$57.50			
Adult	\$85.00			
Senior Citizen	\$77.50			
Family	\$130.00			
Non-Resident				
12 Grade & Under	\$105.00			
Adult	\$177.50			
Senior Citizen	\$145.00			
Family	\$232.50			
20-Punch Card - Residents				
12 Grade & Under	\$58.00			
Adult	\$85.00			
Senior Citizen	\$78.00			
20-Punch Card - Non-Resident				
12 Grade & Under	\$140.00			
Adult	\$140.00			
Senior Citizen	\$120.00			
Replace I.D. Card	\$9.00			
Corporate Rate				
Individual	\$235.00			
Family	\$310.00			
Racquetball				
Drop-in, per hour	\$0.00	Each		
Reservation, per hour	\$2.00	Each		
10 Punch Card	\$17.00	to \$20.00 Value		
Child Care				
2-hour stay	\$2.50			
20-Punch Card	\$40.00			
Rentals				
Resident Non-profit Organizations				
Entire facility w/ adequate approved adult supervision 1:20 ratio				
Per Hour	\$100.00			
Each additional hour	N/A			
Maximum cost (12 hr. max.)	N/A			
Meeting Room	\$10.00	Per hour		
Full Room	\$25.00	Per hour		
Gym Rental				
Fit Gym	\$35.00	Per hour + staff cost		
½ of Old Gym	\$35.00	Per hour + staff cost		
All of Old Gym	\$70.00	Per hour + staff cost		
Activity Room	\$25.00	Per hour + staff cost		
*s.c. - Staff Cost (if needed)	\$25.00			
<b>CITY EMPLOYEE WELLNESS RATES</b>				
Recreation Center Membership				
Individual				30.00
Family				40.00
Summer Swim Pass, purchased after May 1				
Individual				75.00
Family				115.00
*1 adult & 4 or less children or 2 adults and 3 or less children. Ea. Additional child in the family will be \$10.00				
Indoor Lap Swim Pass				45.00 - EE, Reserves, Retiree only
Winter Swim Pass, purchased after August 15				
Individual w/RCM				45.00
Family w/RCM				
Individual w/o RCM				

SCHEDULE OF FEES	ADOPTED RATE		ADDITIONAL INFORMATION	PROPOSED RATE
Family w/o RCM				65.00
A full list of drop in fitness classes now included under the membership can be found the web at <a href="http://www.cedarfalls.com/fitness">www.cedarfalls.com/fitness</a>				
<b>COMMUNITY CENTER RENTAL</b>				
<b>Regular Hours:</b>				
<b>Monday-Friday 8am - 4pm</b>				
<b>Seniors citizens (over 65) Events:</b>				
Monday-Friday Non-Holidays 8am - 4pm				
Non-Organized Clubs	No Charge			
Organized Clubs	\$8.00	Per hour		
Outside Regular Community Center Hours	\$10.00	Per hour		
<b>All Other Non-Profit Events:</b>				
Non-Holiday weekdays 8am-4pm				
Area of facility (Includes Staff Cost):				
Minimum 1 1/2 hour Rental				
Main Hall	\$50.00	Per hour		
Dance Floor	\$25.00	Per hour		
Main Hall and Dance Floor	\$60.00	Per hour		
Weekends, Holidays & Outside of Regular Hours -				
Minimum 1 1/2 hour Rental				
Area of facility (Includes Staff Cost):				
Main Hall	\$60.00	Per hour		
Dance Floor	\$30.00	Per hour		
Main Hall and Dance Floor	\$75.00	Per hour		
Security Deposits for Weekends, Holidays & Outside of Regular Hours:				
Non-Beer and/or Wine Events	\$250.00			
Events with Beer and/or Wine	\$500.00			
<b>HEARST CENTER FOR THE ARTS:</b>				
<b>Regular Business Hours:</b>				
<b>Tuesday &amp; Thursday 10am - 9pm</b>				
<b>Wednesday &amp; Friday 10am - 5pm</b>				
<b>Saturday &amp; Sunday 1pm - 4pm</b>				
Members of Friends of the Hearst receive 10% off space rental				
Qualifying nonprofit or educational groups receive 50% off space rental				
Equipment and staffing fees are the same for everyone				
Mae Latta Hall	\$30.00	Per hour		45.00
Hearst Reading Room	\$15.00	Per hour		20.00
Nancy Price Meeting Room	\$15.00	Per hour		15.00
Rownd I & Rownd II Classrooms	\$25.00	Per hour for one room		35.00
	\$40.00	Per hour for both rooms		50.00
McElroy Classroom	\$25.00	Per hour		35.00
Corning Patio	\$35.00	Per hour		40.00
	\$15.00	Per hour if rented in addition to classroom		20.00
Sculpture Garden	\$300.00	up to four hours		350.00
	\$50.00	each additional hour		50.00
<b>Equipment Use and Service:</b>				
Piano	\$30.00			45.00
Coffee (30 cup pot only-coffee not provided)	\$8.00			Remove
Coffee (60 cup pot only-coffee not provided)	\$12.00			Remove
Room Set-Up	\$10.00	for events fewer than 25		30.00
	\$25.00	for groups 26-100		45.00
<b>Additional Fees:</b>				
Staff member if event takes place outside center hours	\$30.00	Per hour		
An additional fee will be deducted from the security deposit if the space requires cleaning.				
A nonrefundable deposit of 50% of the rental fee is due at the time the reservation is made				
A security deposit may be required depending on the nature of the event				Remove
All events during which food or beverages will be served or that take place outside center hours will require a security deposit of \$250.00				All events during which food or beverages will be served require a security deposit of \$250.00
Alcoholic beverages (beer & wine) may be served only in compliance with the Hearst Center's alcoholic beverage policy. There will be a \$500.00 security deposit, and an off-duty police officer must be present during the entire event.				Beer and wine may be served only in compliance with the Hearst Center's alcoholic beverage policy and will require a \$500 security deposit. Hard liquor is not allowed
<b>VISITOR CENTER RENTAL</b>				
<b>During Regular Business Hours:</b>				
Monday-Friday 8am - 5pm		30 people maximum & use of conference room and patio only		
Half Day (4 hours)	\$100.00	Flat Fee		150.00
Full Day (8 hours)	\$200.00	Flat Fee		

SCHEDULE OF FEES	ADOPTED RATE		ADDITIONAL INFORMATION	PROPOSED RATE
Saturday 9am - 4pm & Sunday Noon-4pm	\$50.00	Per hour, Use of conference room and patio only		75.00, during open hours, 30 people maximum & use of conference room and patio only
Outside Regular Visitor Center Hours	\$75.00	Per hour		100.00, 30 people maximum & use of conference room and patio only
<b>PAW PARK</b>				
Usage Fees				
Annual				
First Dog	\$15.00			
Each Additional Dog	\$15.00			
Daily	\$2.00	Per dog		
<b>VETERANS PARK</b>				
Memorial Brick	\$75.00			
<b>CEMETERY FEES</b>				
Services				
Adult Spaces, Flush Marker Section	\$675.00			
Adult Spaces, Monument Section	\$800.00			
Infant Spaces 2' X 5'	\$250.00			
Infant Spaces 2.5' X 5'	\$260.00			
Adult Open and Close - Weekday	\$750.00			
Adult Open and Close - Saturday a.m.	\$900.00			
Adult Open and Close - Saturday p.m.	\$950.00			
Adult Open and Close - Less than 8-hour Notice	\$925.00			
Infant Open and Close - Weekday				
Without Tent	\$335.00			
With Tent	\$385.00			
Infant Open and Close - Saturday				
Without Tent	\$425.00			
With Tent	\$500.00			
PM - Add	\$50.00			
Cremains - Weekday				
Without Tent	\$350.00			
With Tent	\$400.00			
Cremains - Saturday				
Without Tent	\$425.00			
With Tent	\$500.00			
PM - Add	\$60.00			
Winter Cremains - Weekday with Tent	\$625.00			
Winter Cremains - Saturday a.m. with Tent	\$725.00			
Winter Cremains - Saturday p.m. with Tent	\$775.00			
Services before 9:00 a.m.	\$175.00	Additional		
Services entering Cemetery after 3:00 p.m.	\$200.00	Additional and		
	\$50.00	Each hr after 4:00 p.m.		
Disinterment - Adult	\$1,250.00			
Disinterment - Infant/Cremains	\$550.00			
Foundation and Marker Permit (Charged to Monument Company)	\$65.00			
Cemetery Lot Ownership and Deed Changes	\$60.00			
<b>NOTE: No Tent Service Available for Interments which Require a Vault</b>				
<b>SEC. 16-99</b>				
<b>HAZARDOUS WASTE SPILLS</b>	\$50.00	Min. per Incident		
<b>SEC. 17-232</b>				
<b>TREE TRIMMER'S LICENSE</b>	\$55.00	Each year		
Bond or Evidence of Insurance	\$5,000.00			
Certificate of Liability Insurance	\$100,000/ \$300,000			
<b>SEC. 17-247</b>				
<b>FAILURE TO DESTROY NOXIOUS WEEDS &amp; OTHER VEGETATION</b>				
1-Hour Minimum	Employee's Effective Rate	These costs shall be assessed against the property for collection in the same manner as a property tax. I.C.A. §364.12(3)(g), (h)	For equipment rates utilize current Iowa DOT Schedule of Equipment Rates unless otherwise noted in this document. <a href="http://www.iowadot.gov/local_systems/publications/equipment_rates_16.pdf">http://www.iowadot.gov/local_systems/publications/equipment_rates_16.pdf</a>	
For Hire Contractor Labor & Equipment	Amount Invoiced by Contractor			
<b>SEC. 19-176</b>				
<b>SIDEWALK CONSTRUCTION OR REMOVAL PERMIT</b>	\$30.00			
<b>SEC. 19-183</b>				
<b>REPAIR OF DEFECTIVE SIDEWALKS</b>				
For Hire Contractor	Amount Invoiced by Contractor	These costs shall be assessed against the abutting property for collection in the same manner as a property tax. I.C.A. §364.12(2)(b), (e)		
<b>SEC. 19-185</b>				
<b>REMOVAL OF SNOW &amp; ICE FROM SIDEWALKS</b>				
1-Hour Minimum	Employee's Effective Rate	These costs shall be assessed against the property for collection in the same manner as a property tax. I.C.A. §364.12(3)(g), (h)	For equipment rates utilize current Iowa DOT Schedule of Equipment Rates unless otherwise noted in this document. <a href="http://www.iowadot.gov/local_systems/publications/equipment_rates_16.pdf">http://www.iowadot.gov/local_systems/publications/equipment_rates_16.pdf</a>	

SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
For Hire Contractor Labor & Equipment	Amount Invoiced by Contractor		
<b>SEC. 19-214 DRIVEWAY ENTRANCE PERMIT</b>	\$30.00		
<b>SEC. 19-217 DRIVEWAY CONTRACTOR'S BOND</b>	\$5,000.00	Renewable annually	
<b>SEC. 19-2 STREET MEETINGS</b>			
Use of barricades for block parties or street closures	\$25.00	Block - up to Maximum of \$100.00	
<b>SEC. 19-74(d) TABLES, CHAIRS AND/OR BENCHES PERMIT</b>	\$25.00	Annually	
<b>SEC. 19-74(e) TEMPORARY SIGNS PERMIT FOR DOWNTOWN SIDEWALK</b>	\$25.00	Annually	
<b>SEC. 19-96 SIDEWALK CAFÉ PERMIT</b>	\$50.00 \$250.00	Annually Cash deposit	
<b>SEC. 19-100 PUBLIC RIGHT OF WAY EASEMENT</b>	\$1.00	Per square foot of public sidewalk within sidewalk café area	
<b>SEC. 19-134 EXCAVATION PERMIT</b>	\$30.00		
<b>SEC. 20-34 APPROVAL OF MINOR PLAT</b>	\$150.00		
<b>SEC. 20-59 APPROVAL OF PRELIMINARY PLAT</b>	\$300.00	Plus \$5.00 per acre	
<b>SEC. 20-104 APPROVAL OF FINAL PLAT</b>	\$300.00		
<b>SEC. 20-144 PROCESSING FEES FOR DEDICATION, VACATION OF CITY RIGHT-OF-WAY</b>	\$200.00		
<b>UTILITY EASEMENT VACATION</b>	\$200.00		
<b>CHAPTER 23 TRAFFIC AND MOTOR VEHICLES</b>			
<b>PARKING METER</b>		Fees Covered By Ordinance	
<b>SEC. 23-359 IMMOBILIZATION OF VEHICLES</b>	\$50.00		
<b>SEC. 23-413 PARKING PERMITS</b>	\$20.00	per month	\$35.00 per month
<b>SEC. 23-413 PAID PARKING RATES</b>	\$10-\$25	per hour/per day	\$50/\$3.00 per hour/per day until 5 pm
			\$3.00 after 5 pm
<b>SEC. 23-654 ISSUANCE OF BICYCLE REGISTRATION TAG</b>	\$2.00		
<b>CHAPTER 24 UTILITIES</b>			
<b>SEWERS AND SEWAGE DISPOSAL</b>			
Septic Tank Discharge Fee	\$13.00	per 1,000 gallons of tank truck capacity	
Hydro-Cleaner	\$150.00	Per Hour	
Sludge Truck	\$150.00	Per Hour	
Sewer Televising Apparatus	\$150.00	Per Hour	
Utility Truck	\$75.00	Per Hour	
Pump	\$50.00	Per Hour	
All equipment listed above: 1-Hour Minimum			
Personnel: 1-Hour Minimum	Employee's Effective Rate	Plus 20% administrative fee	
<b>SEC. 24-304 STORM WATER POLLUTION PREVENTION PLAN APPLICATION</b>			
Subdivision plat or initial land development	\$50.00	Per acre exposed	
Subsequent development of lot or parcel of original tract of land	\$100.00	Single family unit	
	\$50.00	Per residential unit for multiple unit complex	
	\$10.00	Per 1,000 sq. ft. of impervious surface	
<b>SEC. 25 VEHICLES FOR HIRE</b>			
<b>SEC. 25-30 License Fee</b>	\$110.00	Each year before March 31	
	\$165.00	after March 31	
	\$30.00	Each vehicle before March 31	
	\$45.00	after March 31	
Vehicle replacement/substitution	\$10.00	Each vehicle/ Each occurrence	
<b>SEC. 25-35 APPLICATION FOR DRIVER LICENSE</b>	\$12.00	Each	
<b>SEC. 25-41 Renewal of License</b>	\$6.00	Each renewal before March 31	
	\$12.00	Each renewal after March 31	
<b>SEC. 26-4 ZONING ORDINANCE AMENDMENT (TEXT OR MAP)</b>			
Rezoning Request	\$500.00		
Board of Adjustment - Variances	\$350.00		
Board of Adjustment - Special Exceptions	\$350.00		
Land Use Permits	\$25.00		
Site Plan Review			
- Façade Review for commercial & minor residential improvements	\$50.00		

SCHEDULE OF FEES		ADOPTED RATE		ADDITIONAL INFORMATION		PROPOSED RATE	
- Residential Review, Single Family & Two-Family Residential		\$100.00					
- Commercial Review including multi-family residential facilities		\$300.00					
SEC. 26-134 Communication Towers		\$200.00					
Small Wireless Facility							
Initial Application Fee		\$500.00	5 or more, \$500/first + \$100/each additional				
Annual Usage Fee		\$270.00	per year, per facility				
SEC. 26-138 Wind Energy Facilities		\$200.00					
COMMERCIAL FIRE INSPECTION FEE SCHEDULE							
The purpose of this ordinance is to provide minimum standards to safeguard life, health, property and public welfare by regulating and controlling the design, construction, quality of materials, use and occupancy, location and maintenance of all nonresidential businesses, buildings and structures within this jurisdiction and certain equipment specifically regulated by the adopted Fire Code of the City of Cedar Falls.							
New Construction applications for permit shall comply with the adopted Codes of the City of Cedar Falls.							
ANNUAL LIFE SAFETY PERMITS, LICENSES, AND CERTIFICATIONS FEES							
The following fees shall be established for the permits, licenses, certificate's, approvals, life safety inspections and other functions performed under this Code and shall be payable by the Non-residential businesses to the City of Cedar Falls. Such fees shall accompany each application for such permit, approval, certificate, or other fee-related Code provisions.							
(1) Non-residential businesses annual fee schedule for life safety inspection.							
The inspections, thus the fee schedule shall be based on occupancy, or individual business. Therefore, if there are more than one occupancy or businesses in a single building, each business, and the business owner/occupant thereof, will be responsible for the inspection and the fee. The actual payment of the fee between the occupant and the landlord is between those parties and the lease agreement; the City will not be involved in such agreements. If there is a common area, the inspection and fee for this common area will be the responsibility of the building/property owner.							
SQUARE FOOT		Fee					
1 - 2,000		\$40					
2,001 - 10,000		\$70					
10,001 - 20,000		\$100					
20,001 - 50,000		\$195					
50,001 - 100,000		\$225					
over 100,000		\$300					
Any building that is fully sprinkled will receive a credit of 50%, of the square footage relative hazard class fee. (This is to show the importance of sprinklers relative to life safety and the type of building construction.)							
REINSPECTION FEES:							
At the time of the initial inspection, the occupant and/or owner will receive a copy of the life safety inspection indicating which violations need to be corrected. Along with this will be a standard letter listing the date of reinspection as well as the schedule of fees, as listed in the fee schedule. Fees will be assessed if they do not comply at the time of the first, second, or third reinspection date. If the Fire Department is notified in writing, (by mail or hand delivered) in a timely manner, and repairs are scheduled, a reinspection date may be rescheduled to allow more time to complete repairs. Non-profit entities or governmental agencies are not exempt from the reinspection fees as listed in the fee schedule.							
REINSPECTION FEES DO NOT APPLY IF VIOLATIONS ARE CORRECTED PRIOR TO THE SCHEDULED REINSPECTION DATE. IF DURING A REINSPECTION VIOLATIONS ARE STILL PRESENT, A REINSPECTION FEE WILL APPLY AS PER THIS FEE SCHEDULE. (First - \$100, Second - \$150, Third - \$200, Each after Third - \$200)							
FIRE RESPONSE INSURANCE RECOVERY FEE:							
Whereas a property owner's insurance policy provides for a fire department response fee, a fee of \$500 shall apply to the owner of a residential property and a fee of \$1000 shall apply to the owner of a commercial property in which the fire department responds to suppress a building fire.							
The fire chief has the authority to waive or negotiate a more appropriate service fee based on hardship, established self-insurance plans and larger deductibles.							



DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS

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

MEMORANDUM

**TO:** Mayor James P. Brown  
**FROM:** Kim Manning, Manager, Visitors & Tourism/Cultural Division *Kim*  
**DATE:** June 12, 2019  
**SUBJECT:** Memorandum of Agreement to Produce Waterloo/Cedar Falls Visitor Guide

We have collaborated with the Waterloo Convention and Visitors Bureau, now known as Experience Waterloo, for the last 20+ years to produce a visitor guide, which is our primary promotional publication. Its purpose is to inspire people to visit our community. 40,000 copies of the guide are printed in January and distributed throughout the year. We also make a digital version of the publication available.

In recent years we have partnered with Courier Communications, whose role was to sell advertisements to support the publication. They also provided design work and managed the printing. In our original arrangement the Courier kept all advertisement revenue and in exchange, we received the printed publication at no cost. In the last couple of years if ad sales were successful, the Courier has shared \$2,500 of ad sales with each bureau.

For the 2020 publication, we wish to bring the management of this project in-house. This change will allow us greater latitude in the design and content of the guide. It will also make more of the advertisement revenue available to us to use for promotional purposes. We will continue to work together to develop the content. All income and expenses will be handled by Experience Waterloo. A designated member of the Experience Waterloo staff will sell the advertisements. We will share equally in any potential revenue. Based on advertisements in the last several years of the publication, the cost to hire a designer and pay for printing and delivery, we anticipate a potential gross profit of \$30,000.

A Memorandum of Agreement has been drafted by City Attorney Kevin Rogers. It outlines our plan. We respectfully request that you sign this agreement so we may begin. As always, please feel free to contact me with any questions or concerns. Thank you.

Cc: Ron Gaines, City Administrator  
Jennifer Rodenbeck, Finance and Business  
Operations Director  
Stephanie Houk Sheetz, Community  
Development Director

Mark Ripplinger, Municipal Operations &  
Programs Director  
Jeff Olson, Public Safety Services Director

**MEMORANDUM OF AGREEMENT BETWEEN  
THE CITY OF CEDAR FALLS AND EXPERIENCE WATERLOO  
(VISITOR GUIDE)**

This Memorandum of Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Cedar Falls Tourism and Visitor's Bureau on behalf of the City of Cedar Falls, Iowa, a municipality (hereinafter referred to as "Cedar Falls"), and Waterloo Convention & Visitors Bureau, Inc., an Iowa non-profit company (hereinafter referred to as "Experience Waterloo").

WHEREAS, the Waterloo-Cedar Falls Visitor Guide (hereinafter referred to as the "Visitor Guide") is the official promotional publication of Experience Waterloo and Cedar Falls and is intended to inspire people to visit the community; and

WHEREAS, Experience Waterloo and Cedar Falls desire to collaborate to offer a high quality Visitor Guide to promote the community to visitors; and

WHEREAS, Experience Waterloo and Cedar Falls desire to manage the production of the Visitor Guide in-house rather than engaging outside contractors to do so; and

WHEREAS, Experience Waterloo and Cedar Falls desire to support the production of the Visitor Guide through the sale of advertisements; and

WHEREAS, Experience Waterloo will manage the solicitation, design, placement and sale of such advertisements in collaboration with and supported by Cedar Falls; and

WHEREAS, Experience Waterloo and Cedar Falls have reached agreement on this matter and wish to reduce their agreement to writing.

NOW, THEREFORE, the parties agree as follows:

1. Term. The anticipated printing date of the 2020 Visitor Guide is January 1, 2020. The term of this Agreement is either for one year or until the Visitor Guide is published, all advertising revenues are received, and all expenses are paid, whichever occurs first.

2. Printing. There shall be 40,000 copies of the 2020 Visitor Guide printed, with each party receiving a roughly equal number of copies.

3. Advertising. The amounts to be charged for advertising in the Visitor Guide shall be as set forth in Exhibit "A" attached which is incorporated herein by this reference. The content of advertising is subject to the approval of both Experience Waterloo and Cedar Falls. Both Experience Waterloo and Cedar Falls shall assist with leads generation for advertising. Revenue from advertising sales shall be received and maintained by Experience Waterloo in a segregated account from which expenses are to be paid as incurred. An accounting of revenue and expenses shall be provided to Cedar Falls on a regular basis and upon request by Cedar Falls.



4. Profit. Experience Waterloo and Cedar Falls shall share net profits, if any, on an equal basis. Net profits are defined as the total of add revenues, less the cost of design, less the cost of printing, and less the cost of delivery from the printer to an agreed upon location. In addition, one-half of labor cost as described in Paragraph 5 below shall be paid from Cedar Falls' share of net profits.

5. Management. Experience Waterloo shall assign an employee to manage development and production of the Visitor Guide, who shall devote her/his best efforts to such development and production. Management duties shall include but not be limited to design of the Visitor Guide with input from Cedar Falls, advertising sales and coordination of printing and delivery.

- a. Designated Experience Waterloo staff shall keep a record of the time devoted to the Visitor Guide, which shall be charged at \$20.00 per hour. She/he shall enter her/his hours on Google Docs within a reasonable time so that Cedar Falls may keep apprised of labor cost incurred.
- b. It is anticipated that the designated Experience Waterloo staff shall devote approximately 125 hours to the Event Guide, totaling \$2500.00 in total labor cost. Cedar Falls shall reimburse Experience Waterloo for one-half of the cost of labor, to be paid from Cedar Falls' share of net profits after deducting from advertising sales revenue the cost of design, the cost of printing and the cost of delivery from the printer. If revenue is insufficient to cover the expenses or the cost of labor, Cedar Falls shall remain responsible for reimbursing Experience Waterloo for one-half of the cost of labor incurred by the designated Experience Waterloo staff. Such reimbursement for labor cost is due from Cedar Falls after all advertising revenues have been received and all other expenses have been paid.
- c. Experience Waterloo shall be solely responsible for the designated Experience Waterloo staff pay and benefits. It is the intention of the parties that Cedar Falls' contribution to labor cost is a reimbursement to Experience Waterloo and not payment of wages, salary or other compensation to the designated Experience Waterloo staff. Nothing contained herein shall be construed to create an employer-employee or contractual relationship between Cedar Falls and the designated Experience Waterloo staff.
- d. The designated Experience Waterloo staff shall receive a 10% commission on advertising sales equal to or in excess of \$42,500.00. It is Experience Waterloo's sole discretion how such commission is to be accounted for in the designated Experience Waterloo staff pay. Cedar Falls shall reimburse Experience Waterloo for such commission on the same basis as above, namely, from the net profits of advertising revenue after deduction of expenses. Reimbursement for any commission shall be due after all advertising revenues have been received and all other expenses have been paid.

6. Expenses. Experience Waterloo shall engage the services of a designer and a printer. Based upon preliminary estimates the costs for such expenses are as follows:

- a. Design: Trademark Brand Design Studio & Letterpress Co./TRDMRK Co.-- \$9,000.00. This estimate is based on \$87.50 per page.

b. Printing: Royle Printing--\$31,000.00.

c. Delivery. In addition to design and printing costs, Experience Waterloo shall arrange for delivery of printed Event Guides to a location mutually agreed to by the parties, which may be the public works facility in Cedar Falls.

Experience Waterloo shall pay expenses as incurred from advertising revenues. Cedar Falls shall be consulted if expenses are anticipated to substantially exceed the above amounts. Expenses are to be shared equally between the parties. If revenue is insufficient to cover expenses then Cedar Falls shall reimburse Experience Waterloo for one-half of any expenses not covered by revenue on terms mutually agreed upon.

7. Distribution. Once printed copies are drop shipped to the mutually agreeable location, each party shall be responsible for further delivery and distribution to recipients of their choosing, at their own separate cost.

8. Content. Experience Waterloo and Cedar Falls each shall be responsible for developing content for the Visitor Guide. It is anticipated that content shall be roughly equal between the parties.

6. Approval. This Memorandum of Agreement is subject to the approval of the City Council of the City of Cedar Falls.

7. Entire Agreement. This Memorandum of Agreement and Exhibit constitute the entire understanding between the parties regarding the subject matter herein. There are no promises or understandings, oral or written, except as set forth herein. This Memorandum of Agreement may be modified only in writing and signed by authorized representatives of both parties and approved by the City Council of the City Cedar Falls.

Waterloo Convention & Visitor's Bureau,  
Inc.

By: \_\_\_\_\_

Its: \_\_\_\_\_  
Executive Director

City of Cedar Falls, Iowa

By: \_\_\_\_\_

James P. Brown, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Daniels, MMC, City Clerk



# WATERLOO - CEDAR FALLS VISITORS GUIDE 2020



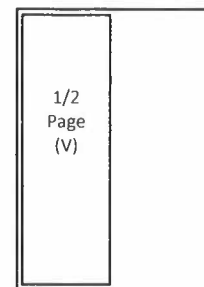
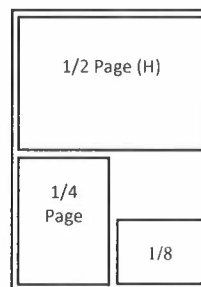
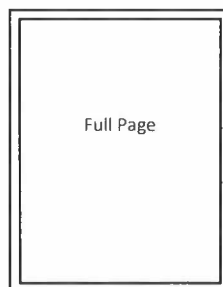
**SPACE AND MATERIALS DEADLINE:**  
Friday, September 27, 2019

**ART SUBMISSION DEADLINE:**  
Friday, October 25, 2019

**AD PROOF FINALIZED BY:**  
Friday, November 1, 2019

**PAYMENT DEADLINE:**  
November 30, 2019

**DISTRIBUTION BEGINS:**  
January 2020



## INVESTMENT OPTIONS

	2020 Pricing	2019 Pricing	Creative Services
<b>Full Page</b> (7.5 x 10)	\$2,250*	\$2,555	\$425
<b>Half Page</b> (7.5 x 4.875 Horizontal or 3.75 x 10 Vertical)	\$1,500*	\$1,645	\$225
<b>Quarter Page</b> (3.625 x 4.875)	\$1,000*	\$1,105	\$125
<b>Eighth Page</b> (3.625 x 2.375 Horizontal)	\$750*	\$845	\$100

\*Guaranteed Position: Preferred positions will be accepted as space is available. Add 15% to price.

\*\* Includes two edits. Does not apply to camera ready artwork.

## BILLING INFORMATION

*Invoices will be emailed from Experience Waterloo.*

Date \_\_\_\_\_

Company Name \_\_\_\_\_ Contact \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_ Cell (\_\_\_\_) \_\_\_\_\_

Email address \_\_\_\_\_

Authorized Signature \_\_\_\_\_

For more information contact Annette Freeseaman at 319-233-8350 or [annette@experiencewaterloo.com](mailto:annette@experiencewaterloo.com)



## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

**MEMORANDUM**  
*Engineering Division*

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

**FROM:** Terra Ray, Engineer Technician II

**DATE:** June 12, 2019

**SUBJECT:** Ridgeway Avenue Reconstruction  
Project Number RC-293-3172

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.

We recommend that the Council execute documents and record at the Black Hawk County Courthouse. Parcel 1 Quit Claim Deed.

xc: Chase Schrage, Principal Engineer

Prepared by/Return To: John C. Larsen, 415 Clay Street, Cedar Falls, IA 50613, Phone: 319-277-6830

### **QUIT CLAIM DEED**

For the consideration of One and no/100 Dollars and other valuable consideration, the Board Of Trustees of the Municipal Electric Utility of the City of Cedar Falls, an Iowa municipal utility, does hereby convey and quit claim unto the City of Cedar Falls, Iowa, all its right, title and interest in and to the following described real estate situated in Black Hawk County, Iowa, to wit:

A parcel of land located in the South One-half of Lot 5 of Cedar Falls Industrial Phase XII, City of Cedar Falls, Black Hawk County, Iowa, more particularly described as follows:

Commencing at the Southeast Corner of the Southwest Quarter of the Southwest Quarter of Section 36, Township 89 North, Range 14 West of the Fifth Principal Meridian, thence North 00°04'34" West, 50.00 feet along the East line of said Southwest Quarter of the Southwest Quarter to a point on the North right-of-way line of Ridgeway Avenue, also being the point of beginning; thence North 89°58'36" West, 50.36 feet along said North right-of-way line; thence North 65°27'34" East, 55.33 feet to the East line of said Lot 5; thence South 00°04'34" East, 23.00 feet along said East line to the point of beginning.

Said tract contains 579 square feet or 0.01 acres, more or less, subject to easements and restrictions of record.

This Deed is exempt under provisions of Iowa Code Section 428A.2(6).

This conveyance is made subject to a perpetual easement granted to the Municipal Electric, Gas, Water, and Communications Utilities of the City of Cedar Falls, Iowa, its successors and assigns, to construct, re-construct, operate, maintain and remove communication, electric, gas or water lines, poles, structures, wires, guys, stubs, transformers and other fixtures over, across, upon and under the real estate described above.

This conveyance is made pursuant to Resolution No. ~~6143~~ of the Board of Trustees of the Municipal Electric Utility of the City of Cedar Falls, Iowa, duly adopted on the 5<sup>th</sup> day of June, 2019.

Executed this 5<sup>th</sup> day of June, 2019.

BOARD OF TRUSTEES OF THE  
MUNICIPAL ELECTRIC UTILITY OF THE  
CITY OF CEDAR FALLS

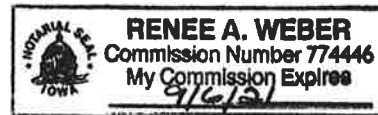
By: Craig Johnson  
Craig Johnson, Chairperson

By: Richard L. McAlister  
Richard L. McAlister, Secretary

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This record was acknowledged before me on this 5<sup>th</sup> day of June, 2019, by Craig Johnson, as Chairperson, and Richard L. McAlister, as Secretary, respectively, of the Board of Trustees of the Municipal Electric Utility of the City of Cedar Falls.

Renee A. Weber  
Notary Public in and for the State of Iowa





## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

### **MEMORANDUM** *Engineering Division*

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

**FROM:** Benjamin Claypool, EI, Civil Engineer II

**DATE:** June 12, 2019

**SUBJECT:** Professional Services Agreement, Snyder & Associates, Inc.  
2019 Engineering Services  
Supplemental Agreement No. 8  
Greenhill Road Extension Lighting  
City Project No. SL-154-3203

Please find attached Supplemental Agreement No. 8 to the Professional Services Agreement between the City of Cedar Falls and Snyder & Associates, Inc. for 2019 Engineering Services. This supplemental agreement will provide design for the roundabout lighting design on Greenhill Road. The agreement will provide a conceptual design and final plans of a lighting placement to be constructed by Cedar Falls Utilities using standard equipment.

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 #8 will be provided by the general obligations fund in the amount of \$7,000.00. This project is included in the City of Cedar Falls' Capital Improvements Program.

The Department of Community Development requests your consideration and approval of this Supplemental Agreement No. 8 with Snyder & Associates, Inc. for the Greenhill Road Extension Lighting Project.

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

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. 8

#### 2019 Engineering Services Cedar Falls, Iowa City Project Number SL-154-3203

**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 street lighting design for the University Ave and Greenhill Rd Roundabout.
- B. The CONSULTANT shall complete lighting concept design for the purposes of providing roundabout lighting analysis to the CLIENT for confirmation of light pole placement prior to plan design. The design will be based on the Illuminating Engineering Society's Recommended Practice for Design and Maintenance of Roadway and Parking Facilities (RP-8-18). Light poles and fixtures will be selected from standard equipment provided by Cedar Falls Utility.
- C. The CONSULTANT shall complete lighting design services.
  - 1. Prepare check lighting design of light pole layout.
  - 2. Prepare check design for the electrical system.
  - 3. Prepare final design services for the electrical and lighting system from comments received from the CLIENT.
  - 4. Final plans will be prepared for the CLIENT with construction to be completed by Cedar Falls Utilities.
- D. 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. expanding



the limits of the project); requesting the development of various documents; extending the time to complete a project through no fault of the CONSULTANT; or requesting additional work items that increase the Engineering Services and corresponding costs.

**II. COMPENSATION**

Compensation for the Services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. Total compensation is a not to exceed fee of Seven Thousand Dollars (\$7,000.00). 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: June 11, 2019



## DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-273-8600  
Fax: 319-273-8610  
[www.cedarfalls.com](http://www.cedarfalls.com)

### MEMORANDUM

*Planning & Community Services Division*

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** Iris Lehmann, Planner II  
**DATE:** June 12, 2019  
**SUBJECT:** Update to the Historic Preservation Commission Bylaws

The Historic Preservation Commission wishes to update Article IV, Item B in their Bylaws. The proposed change updates the Commission's meeting time. The Commission unanimously voted on the change in their June 11<sup>th</sup> meeting.

The Bylaws originally read: "The Commission shall meet monthly on the second Wednesday at 4:00 p.m. at Cedar Falls City Hall, unless the Commission determines otherwise." The proposed change: "The Commission shall meet monthly on the second Tuesday at 5:30 p.m. at Cedar Falls City Hall, unless the Commission determines otherwise."

If you have any questions please don't hesitate to contact me at this office.

Attachments: Signed Bylaw Amendment

## **By-Laws**

### **Cedar Falls Historic Preservation Commission**

#### **ARTICLE I. THE HISTORIC PRESERVATION COMMISSION (Commission) – IN GENERAL**

##### **A. Conduct of Commission Affairs**

The Commission shall have the powers and duties provided by Cedar Falls City Ordinance No. 2731 adopted February 14, 2011 and other applicable sections of the Code of Ordinances of the City of Cedar Falls, Iowa.

##### **B. Appointment of Historic Preservation Commission Members**

The Commission members may recommend to the mayor potential candidates for the Commission. All members of the Commission shall be appointed by the mayor with the approval of the city council. Minimum qualifications of commissioners shall be:

1. each commissioner must be a bona fide citizen and resident of the City of Cedar Falls; and
2. each commissioner must be age 18 or over; and
3. each commissioner shall demonstrate a positive interest in historic preservation; and
4. each commissioner shall possess interest or expertise in architecture, architectural history, historic preservation, city planning, building rehabilitation, local history, or conservation in general, or real estate.

##### **C. Policies and Programs**

1. Periodically the Commission shall review the policies and programs of the city relating to historic preservation and make such recommendations to the city council as are deemed appropriate.
2. Matters referred to the Commission by the city council, including requests for information or recommendations, shall be considered in a timely manner and a report thereon made to the city council.
3. When actions concerning the Commission's responsibilities are to be taken at city council meetings, the Commission Chair or other designated representative shall attend such council meetings. The Commission Chairperson shall receive the council agenda prior to each council meeting which involves Commission business.

##### **D. Annual report**

An annual report of the activities of the Commission shall be prepared by the Chairperson and Secretary, approved by the Commission and submitted to the city council as soon as possible in each new calendar year.

##### **E. Liaisons with other organizations**

When the Commission undertakes any business that is pertinent to the activities of any other City commission or board, the other City commission or board shall be notified and *may* send representatives to the next meeting of the Commission to serve as liaison.

When the Commission undertakes any business that is pertinent to the activities of the Cedar Falls Historical Society, Cedar Falls Community Main Street, or any of the City's local neighborhood associations, such organizations shall be notified and may send representatives to the next meeting of the Commission to serve as liaison.

##### **F. Compensation**

Commissioners shall not receive any compensation for their service as commissioners. Commissioners may be reimbursed required training expenses (i.e., registration and mileage), if grant funding has been obtained for such expenses. Approval for any training for which a commissioner requests to be reimbursed must be obtained in advance by vote of the Commission.

#### G. Commission Education

1. Orientation: each newly appointed commissioner shall become familiar with Cedar Falls City Ordinance No. 2731, the Commission's by-laws, and information contained in the commissioner handbook including, but not limited to, the Secretary of the Interior's Standards for Rehabilitation.

2. Commission Training: each new commission member shall attend one state-sponsored training session or approved historic preservation training session within the first year of his or her term of office. All commissioners shall attend a historic preservation training session at least once every two years. Historic preservation training includes, but is not limited to, the following:

- Recordation and research of properties (identification and survey)
- Evaluation of historic significance
- Preparation of nominations to the National Register of Historic Places
- Historic preservation planning, e.g., historic preservation component in comprehensive plan, plan
  - for survey, evaluation, and registration; plans for landmarks and districts
- Historic preservation zoning, e.g., creation and administration of landmarks, districts, historic zones, conservation districts, and historic building codes
- Economics of historic preservation, e.g., financial incentive programs, assessing the benefit of
  - preservation, and funding preservation projects
- Historic preservation law
- Historic preservation education, marketing, and promotion
- Historic preservation administration and development

#### H. Attendance at Meetings; Vacancies.

It shall be the duty of each member to attend all regular and special meetings of the Commission and to attend each subcommittee meeting to which a member is appointed. Attendance of all members shall be entered on the minutes. The position of any Commission member shall automatically become vacant if the member moves permanently from the City, or if the member is absent from three consecutive regular meetings of the Commission, except in the case of sickness or temporary absence from the City.

#### I. Removal: A commissioner may be removed from office by the Commission if

1. the commissioner becomes unable to perform the duties of the office; or
2. the commissioner is no longer a resident of the City of Cedar Falls; or
3. the commissioner attends fewer than 1/3 of the Commission's meetings held during one calendar year

#### J. Resignation

Resignations of commissioners shall be submitted in writing to the city council at least thirty (30) days prior to the effective date of the resignation.

### ARTICLE II. OFFICERS

A. Officers: The Commission shall elect a Chairperson and Vice Chairperson from among its membership. City staff shall serve as Secretary to the Commission.

B. Elections and Term of Office: New officers shall be elected and take office at the first regular meeting of the calendar year. Each office's term of office shall be for two years, beginning at the first regular meeting of the calendar year. Officers may serve for more than one term.

C. Powers and Duties of Chairperson: The Chairperson shall

1. Preside at meetings
2. Communicate with the city council, State Historic Preservation Office, and others as necessary
3. Call special meetings as needed
4. Establish subcommittees, appoint members thereto and select chairpersons thereof
5. Sign minutes, resolutions and other official documents adopted or approved by the Commission
6. See that all actions of the Commission are properly taken and carried out

D. The Vice Chairperson shall

1. Act as survey manager, overseeing the Commission's work
2. Serve as the Commission's public representative in the community
3. Assist in the business affairs of the Commission as called upon by the Chairperson
4. In the absence of the Chairperson, the Vice Chairperson shall assume the duties of the Chairperson

E. The Secretary shall

1. Keep an accurate record of all business conducted at Commission meetings
2. Assist in preparation of the application to become a Certified Local Government
3. Assist in preparation of the annual Certified Local Government report
4. Write correspondence on the Commission's behalf
5. Maintain the Commission's inventory files

F. Vacancies: When the office of Chairperson or Vice Chairperson becomes vacant, the Commissioners shall elect a commissioner to fill the vacant office until the next election of officers.

### **ARTICLE III. COMMITTEES**

A. The Commission may establish committees as deemed necessary. A commissioner shall serve as chairperson for any committees formed. The committees shall carry out such duties as are designated by the Commission. Regular reports regarding committee activities will be made to the Commission.

B. Committee Members: Committees shall consist of at least one commissioner and such others as may be appointed by the Commission. Any person living in or around Cedar Falls and/or possessing special knowledge in the area of historic preservation is eligible to serve on a committee.

### **ARTICLE IV. COMMISSION MEETINGS**

A. Notice: Notice of all regular and special meetings of the Commission and of all committees of the Commission shall be given in compliance with Section 4 of the Iowa Open Meetings Law (Section 21.4, Code of Iowa). All such meetings shall be open to the public as required by the Iowa Open Meetings Law (Iowa Code, Chapter 21).

B. Regular Meetings: The Commission shall meet monthly on the second Tuesday at 5:30 p.m. at Cedar Falls City Hall, unless the Commission determines otherwise.

C. Special Meetings: Special meetings of the Commission may be called by the Commission Chairperson, or upon request of at least three (3) Commission members, or upon request by the city council. The Chairperson shall fix the date, place and time of the special meeting. Notice of any special meeting of the Commission shall be given to the Commission members at least seven days in advance of the meeting by

mail, by facsimile transmission or by electronic means. The notice shall include a description of the matters that will be considered at the special meeting.

D. Agenda: The Chairperson and Secretary shall prepare the agenda for all regular Commission meetings. Agenda items shall be submitted to the Chairperson or Secretary two weeks prior to a regularly scheduled meeting. Agendas shall be sent to commission members, city council and media at least three days prior to the regular meetings by the Secretary. The Secretary shall furnish the City clerk with a copy of the meeting agenda and notify the public in accordance with the Code of Iowa. The meeting agenda shall be posted in City Hall twenty-four hours prior to the meeting.

E. Order of Business & Parliamentary Procedure: Where not otherwise provided for by ordinance or by these By-laws, Roberts Rules of Order will govern Commission meetings.

F. Quorum: A majority of the entire Commission (including vacancies) shall constitute a quorum for transaction of business of the Commission.

G. Voting: A majority vote of a quorum of the Commission shall be necessary for any formal action by the Commission. The vote of each Commission member shall be recorded in the minutes. The Chairperson shall vote on each matter but shall always vote last.

H. Public Participation: All actions of the Commission shall comply with the Iowa Open Meetings Law (Iowa Code, Chapter 21). All citizen comments to the staff and/or Commission members, written or verbal, relating to formally referred agenda items, shall be presented to the Commission upon its consideration of such agenda item. The public shall be allowed to participate in the discussion of the agenda item by commenting at the appropriate time during the discussion.

I. Minutes: The minutes shall be approved at the next regular meeting by formal action of the Commission. The minutes shall then become part of the permanent records of the Commission. The unapproved minutes shall be prepared and distributed to the city council and the Commission members within ten (10) working days after any regular or special meeting by the Secretary.

J. Open Records. All letters, petitions, documents and other materials submitted to and/or generated by the Commission are public records open to public viewing at the Cedar Falls City Hall as provided in Iowa Code, Chapter 22. A charge may be levied for copies of such materials as provided by Iowa Code Chapter 22.

## **ARTICLE V. REPEAL OR AMENDMENT OF BYLAWS**

By-laws may be repealed or amended by majority vote of the membership of the entire Commission (including vacancies), at any regular meeting of the Commission or at any special meeting called for such purpose, provided that the notice of the proposed repeal or amendment shall have been given to all Commission members at least fourteen (14) days prior to such meeting, and provided that the notice includes an explanation of the proposal to amend or repeal the by-laws.

## **ARTICLE VI. CONFLICT OF INTEREST**

A member of the Commission who has a direct or indirect interest in any matter that is on the Commission agenda shall publicly state the nature of such interest, and shall excuse himself or herself from the table and shall not participate in the discussion on such matter nor vote on such matter as a Commission member. A conflict of interest shall be liberally construed as that which may advance the personal or private interests, whether financial or otherwise, of a commissioner, or his or her spouse, business associate, client or


customer, or any organization in which the commissioner is serving as officer, director, partner, member, trustee, or employee.

No member of the Commission, nor any corporation, partnership, limited liability company or any other business association in which the commissioner, or any member of his or her family, has a financial interest as officer, director, partner, member, trustee or employee, shall enter into any grant, sub-grant, contract, subcontract, agreement or permit with or involving the Commission.

#### **ARTICLE VII. CONTROLLING PROVISION IN CASE OF CONFLICT.**

In the event of any conflict or inconsistency between the provisions of these By-laws and the provisions of Cedar Falls City Ordinance No. 2731, the provisions of such ordinance shall control.

Amendment approved this 11<sup>th</sup> day of June, 2019 by majority vote of all the Commissioners of the Historic Preservation Commission.

  
\_\_\_\_\_  
Julie Etheredge, Chairperson





## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** Iris Lehmann, Planner II  
**DATE:** June 12, 2019  
**SUBJECT:** Rental to Single Family Owner Conversion Incentive Program: 1600 W 3rd Street

The Rental to Single Family Owner Conversion Incentive Program was adopted by City Council on December 21, 2015. The program offers a Forgivable Loan of up to \$10,000 for exterior improvements to a residential rental property being purchased and converted to a single family owner occupied residence. The goal is to improve and positively impact neighborhood character and encourage private improvements to rental properties converting to owner occupied. The concept of the Rental to Single Family Owner Conversion Incentive Program was developed initially through the City established Rental Task Force.

Ron McCartan and Mason McCartan purchased 1600 W 3rd Street in July 2019. The new owners have submitted an application, attached, to be considered for the Rental to Single Family Owner Conversion Incentive Program. This single family home meets the requirements of the program: has been utilized as a rental since 2007, falls within the program's geographical boundaries, is Zoned R-2, and is located in a block with less than 75% rentals.

Ron McCartan and Mason McCartan are proposing to use funds from the program to install new siding and replace all windows on the house. Based on the submitted bid by Black Hawk Roof Company, the actual cost of the improvement listed is \$13,311.00.

The Community Development Department recommends adopting a resolution approving this property for a forgivable loan of up to \$10,000.00 with the placement of a lien on the property for which 20% will be forgiven each year for five years with prorated payback if sold prior to the end of five years. Half of the forgivable loan will be paid upon City Council approval with the balance paid upon completion of the improvements, inspections by the City of the improvements, and verification of the actual costs of the improvements. This approval is subject to the property passing a major system evaluation (city inspection).

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

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



This instrument was drafted by: Iris Lehmann, Community Development Department,  
City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, Phone: 319-268-5185.

### **LIEN NOTICE AND SPECIAL PROMISSORY NOTE**

Account No. 101-2245-44-89.79 Amount \$10,000.00

Date: \_\_\_\_\_

RE: Property located at: 1600 W 3rd Street  
and legally described as O E MULLARKYS ADDITION E 1/2 LOT 1 BLK 20 ALL  
VACATED ALLEY LYING S OF E 1/2 LOT 1 & W 1/2 GENEVIEVE ST ADJ SAID E 1/2 LOT 1 &  
VAC ALLEY

(hereinafter the "Rehabilitated Property").

WHEREAS, the City of Cedar Falls, Iowa, has advanced certain sums to the following owner or owners: Ron McCartan and Mason McCartan (hereinafter referred to as "Owner"), under the a Rental to Owner Conversion Program, which Program requires that an encumbrance be placed upon the above-described Property, upon the terms and conditions set forth below.

IT IS AGREED by the Owner as follows:

FOR VALUE RECEIVED, the undersigned Owner, jointly and severally promises to pay to the order of the City of Cedar Falls, Iowa, or its successors or assigns (hereinafter the "City"), the sum of ten thousand and 00/100 Dollars (\$10,000.00) (hereinafter the "Loan"), as follows:

- A. If the Property is sold or transferred within twelve (12) months of the date of this agreement, one hundred (100) percent of the Loan shall become due and payable to the City;
- B. If the Rehabilitated Property is sold or transferred any time between the 13<sup>th</sup> and 24<sup>th</sup> month from the date of this agreement, eighty (80) percent of the Loan shall become due and payable to the City;
- C. If the Rehabilitated Property is sold or transferred any time between the 25<sup>th</sup> and 36<sup>th</sup> month from the date of this agreement, sixty (60) percent of the Loan shall become due and payable to the City;
- D. If the Rehabilitated Property is sold or transferred any time between the 37<sup>th</sup> and 48<sup>th</sup> month from the date of this agreement, forty (40) percent of the Loan shall become due and payable to the City;

- E. If the Rehabilitated Property is sold or transferred any time between the 49<sup>th</sup> and 60th month from the date of this agreement, twenty (20) percent of the Loan shall become due and payable to the City:
- F. After the sixtieth (60) month from the date of this instrument, the entire amount of the Loan is forgiven and no money will be due and payable to the City;
- G. Owner shall own and occupy the Property as the Owner's principal residence at all times during the sixty (60) month period described herein. In the event the Owner fails to occupy the Rehabilitated Property as the Owner's principal residence for any period of two (2) consecutive months, for any reason, or sells, transfers, rents, abandons, vacates or otherwise in any manner fails to occupy the Property, whether voluntarily or involuntarily, prior to the termination of the sixty (60) month period described herein, Owner shall immediately notify the City thereof. If during said sixty (60) month period, Owner shall violate the foregoing requirements, Owner shall immediately pay to the City the percentage of the unforgiven principal amount of the Loan, based upon the foregoing schedule, for the period between the date of this agreement and the date Owner fails to meet the foregoing requirements.
- H. Notwithstanding the provisions of paragraph G. above, if the failure of Owner to comply with the requirements of paragraph G. is due to medical circumstances beyond the reasonable control of Owner as defined in this paragraph, the entire amount of the Loan shall be forgiven, and no money will be due and payable to the City. For purposes of this agreement, "medical circumstances beyond the reasonable control of the Owner" shall include, without limitation, the death of the Owner, and the relocation of the Owner if prescribed by a medical doctor for health or disability reasons, with said relocation being to another climate, to a nursing or other care facility, or to an apartment or other facility, if deemed by Owner's medical doctor as more suitable for the health and care of the Owner.

\_\_\_\_\_  
 Ron McCartan  
 OWNER

\_\_\_\_\_  
 Mason McCartan  
 OWNER

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

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2019, by Ron McCartan and Mason McCartan.

\_\_\_\_\_  
 Notary Public in and for the State of Iowa



**DEPARTMENT OF COMMUNITY DEVELOPMENT**  
**RENTAL TO SINGLE FAMILY OWNER CONVERSION INCENTIVE PROGRAM**  
**APPLICATION**

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

Property's Address: 1600 West 3<sup>rd</sup> St. Cedar Falls, IA 50613

Property Zoning (circle one): R1 , R2 , Other

Name of Applicant: Mason McCartan

Applicant's Email: mccartan@cfu.net Daytime Phone #: 319-575-2795

Current Deed Holder or Contract Buyer: Taifa and Shiyuan Yu

Mailing Address of Owner (if different than above): \_\_\_\_\_

Owner's Email: \_\_\_\_\_ Daytime Phone #: \_\_\_\_\_

Nature of improvements (specify): New siding and windows

Estimated or Actual Cost of Improvements: \$13,311

Proposed Start Date: 6/1/19 Estimated or Actual Date of Completion: 7/1/19

Lender: UICCU Daytime Phone #: 1-800-397-3790

Lender Address: 3409 Cedar Heights Dr. Cedar Falls, IA 50613

Applicants Signature: Mason McCartan Date: 4/22/19

Name (Printed): Mason McCartan

**FOR CITY USE ONLY**

CITY COUNCIL	Application Approved / Disapproved Reason (if disapproved): _____ Date: _____ Resolution No. _____ Attested by the City Clerk
ASSESSOR	Present Assessed Value of Structure _____ Assessed Value with Improvements _____ Eligible or Non-eligible for Tax Abatement _____ Assessor _____ Date _____

Upon completion of this project, the property at 1600 W. 3<sup>rd</sup> St. will have an entirely maintenance free and updated exterior. We will be removing all existing siding, installing new house wrap, wrapping all windows, installing new vinyl siding and new construction windows, and two new walk-in garage doors. The upgrades will give the house a brand new construction look with the addition of the concrete work already completed. The impact of these improvements will be visually appealing for many years into the future.



3534 Panther Ln.  
Cedar Falls, IA 50613  
P. 319-277-9355  
F. 319-277-9355

PROPOSAL SUBMITTED TO:

Ron & Mason McCartan

DATE:

04-18-19

PROPOSAL #

SK19-988

PROJECT:

Re-side house and install new windows

ATTN:

Ron & Mason

LOCATION:

1600 W 3<sup>rd</sup> St.  
Cedar Falls, IA. 50613

PHONE:

(319)575-2795

FAX

E-mail

ronmccartan@hotmail.com

The undersigned proposes to furnish all material, labor and necessary equipment to complete the following:

**Roof and/or re-roof approximately 1300 square feet.**

**Please Note Certain Qualifications and Exclusions**

1. Remove all siding (1-layer) and existing debris and dispose of at a legal dumpsite.
2. Install house wrap per code per manufactures specifications.
3. Wrap all windows.
4. Install new vinyl siding of standard color of owner's choice.
5. Install new construction windows throughout house and garage (13 in total).
6. Install (2) new doors in garage.

FOR THE SUM OF:

**Thirteen Thousand Three Hundred Eleven.....\$13,311.00**

ALTERNATES: None

OTHER ADDITIONS OR EXCLUSIONS:

Payments to be made as follows: 100% upon completion. This contract may be void if not accepted in 30 days.

Qualifications and exclusions:

- Sales tax included
- No Payment or performance bonds included
- No Snow or ice removal included
- No deck replacement included

Kelly Construction Services

Respectfully submitted by: Shawn Kelly II

Name/Date: \_\_\_\_\_

Accepted By: \_\_\_\_\_

## WARRANTY DEED

For the consideration of One and No/100----- Dollar(s) and other valuable consideration, Taifa Yu and Shiyuan Yu, a/k/a Shi Yuan Chen Yu, husband and wife, do hereby Convey to Ron McCartan and Mason McCartan, as joint tenants with full rights of survivorship and not as tenants in common, the following described real estate in Black Hawk County, Iowa:

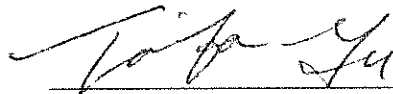
**The East One-half of Lot 1 in Block 20 in O.E. Mullarkey's Addition to Cedar Falls, Iowa; all of the vacated alley lying South of said East One-half of Lot 1; and the West One-half of Genevieve Street adjoining said East One-half of Lot 1 and vacated alley.**

**Subject to easements, restrictions, covenants, ordinances, and limited access provisions of record.**

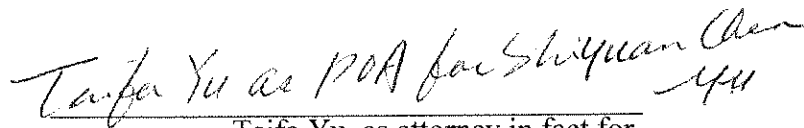
Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and Convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: 5-7-19



Taifa Yu



Taifa Yu, as attorney in fact for  
Shiyuan Yu, a/k/a Shi Yuan Chen Yu

STATE OF IOWA, Black Hawk COUNTY, ss:

This instrument was acknowledged before me on this 7<sup>th</sup> day of May, 2019, by Taifa Yu and Taifa Yu, as attorney in fact for Shiyuan Yu, a/k/a Shi Yuan Chen Yu, husband and wife.



, Notary Public in and for said State









## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** Iris Lehmann, Planner II  
**DATE:** June 12, 2019  
**SUBJECT:** Rental to Single Family Owner Conversion Incentive Program: 620 Tremont Street

The Rental to Single Family Owner Conversion Incentive Program was adopted by City Council on December 21, 2015. The program offers a Forgivable Loan of up to \$10,000 for exterior improvements to a residential rental property being purchased and converted to a single family owner occupied residence. The goal is to improve and positively impact neighborhood character and encourage private improvements to rental properties converting to owner occupied. The concept of the Rental to Single Family Owner Conversion Incentive Program was developed initially through the City established Rental Task Force.

James Risius and Sloan Alberhasky purchased 620 Tremont Street in November 2018. The new owners have submitted an application, attached, to be considered for the Rental to Single Family Owner Conversion Incentive Program. This single family home meets the requirements of the program: has been utilized as a rental since 2014, falls within the program's geographical boundaries, is Zoned R-2, and is located in a block with less than 75% rentals.

James Risius and Sloan Alberhasky are proposing to use funds from the program to replace all windows on the house. Based on the submitted bid by Zen Promise, the actual cost of the improvement listed is \$16,220.00.

The Community Development Department recommends adopting a resolution approving this property for a forgivable loan of up to \$10,000.00 with the placement of a lien on the property for which 20% will be forgiven each year for five years with prorated payback if sold prior to the end of five years. Half of the forgivable loan will be paid upon City Council approval with the balance paid upon completion of the improvements, inspections by the City of the improvements, and verification of the actual costs of the improvements. This approval is subject to the property passing a major system evaluation (city inspection).

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

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



This instrument was drafted by: Iris Lehmann, Community Development Department,  
City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, Phone: 319-268-5185.

### **LIEN NOTICE AND SPECIAL PROMISSORY NOTE**

Account No. 101-2245-44-89.79 Amount \$10,000.00

Date: \_\_\_\_\_

RE: Property located at: 620 Tremont Street  
and legally described as OVERMAN AND WRIGHTS ADDITION W 1/2 LOT 5 BLK 4

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(hereinafter the "Rehabilitated Property").

WHEREAS, the City of Cedar Falls, Iowa, has advanced certain sums to the following owner or owners: James Risius and Sloan Alberhasky (hereinafter referred to as "Owner"), under the a Rental to Owner Conversion Program, which Program requires that an encumbrance be placed upon the above-described Property, upon the terms and conditions set forth below.

IT IS AGREED by the Owner as follows:

FOR VALUE RECEIVED, the undersigned Owner, jointly and severally promises to pay to the order of the City of Cedar Falls, Iowa, or its successors or assigns (hereinafter the "City"), the sum of ten thousand and 00/100 Dollars (\$10,000.00) (hereinafter the "Loan"), as follows:

- A. If the Property is sold or transferred within twelve (12) months of the date of this agreement, one hundred (100) percent of the Loan shall become due and payable to the City;
- B. If the Rehabilitated Property is sold or transferred any time between the 13<sup>th</sup> and 24<sup>th</sup> month from the date of this agreement, eighty (80) percent of the Loan shall become due and payable to the City;
- C. If the Rehabilitated Property is sold or transferred any time between the 25<sup>th</sup> and 36<sup>th</sup> month from the date of this agreement, sixty (60) percent of the Loan shall become due and payable to the City;
- D. If the Rehabilitated Property is sold or transferred any time between the 37<sup>th</sup> and 48<sup>th</sup> month from the date of this agreement, forty (40) percent of the Loan shall become due and payable to the City;

- E. If the Rehabilitated Property is sold or transferred any time between the 49<sup>th</sup> and 60th month from the date of this agreement, twenty (20) percent of the Loan shall become due and payable to the City:
- F. After the sixtieth (60) month from the date of this instrument, the entire amount of the Loan is forgiven and no money will be due and payable to the City;
- G. Owner shall own and occupy the Property as the Owner's principal residence at all times during the sixty (60) month period described herein. In the event the Owner fails to occupy the Rehabilitated Property as the Owner's principal residence for any period of two (2) consecutive months, for any reason, or sells, transfers, rents, abandons, vacates or otherwise in any manner fails to occupy the Property, whether voluntarily or involuntarily, prior to the termination of the sixty (60) month period described herein, Owner shall immediately notify the City thereof. If during said sixty (60) month period, Owner shall violate the foregoing requirements, Owner shall immediately pay to the City the percentage of the unforgiven principal amount of the Loan, based upon the foregoing schedule, for the period between the date of this agreement and the date Owner fails to meet the foregoing requirements.
- H. Notwithstanding the provisions of paragraph G. above, if the failure of Owner to comply with the requirements of paragraph G. is due to medical circumstances beyond the reasonable control of Owner as defined in this paragraph, the entire amount of the Loan shall be forgiven, and no money will be due and payable to the City. For purposes of this agreement, "medical circumstances beyond the reasonable control of the Owner" shall include, without limitation, the death of the Owner, and the relocation of the Owner if prescribed by a medical doctor for health or disability reasons, with said relocation being to another climate, to a nursing or other care facility, or to an apartment or other facility, if deemed by Owner's medical doctor as more suitable for the health and care of the Owner.

\_\_\_\_\_  
James Risius  
OWNER

\_\_\_\_\_  
Sloan Alberhasky  
OWNER

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

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2019, by Sloan Alberhasky.

\_\_\_\_\_  
Notary Public in and for the State of Iowa



**DEPARTMENT OF COMMUNITY DEVELOPMENT**  
**RENTAL TO OWNER CONVERSION INCENTIVE PROGRAM APPLICATION**

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

Property's Address: 620 Tremont St

Property Zoning (circle one): (R1), R2, Other

Name of Applicant: James Risius ~~not shown~~ ~~Attest~~

Applicant's Email: risiusj@gmail.com Daytime Phone #: (515) 520-0234

Current Deed Holder or Contract Buyer: James Risius ~~not shown~~ ~~Attest~~

Mailing Address of Owner (if different than above): \_\_\_\_\_

Owner's Email: risiusj@gmail.com Daytime Phone #: (515) 520-0234

Nature of improvements (specify): Window replacement

Estimated or Actual Cost of Improvements: \$ 16,220.00

Proposed Start Date: 08 2019 Estimated or Actual Date of Completion: 09 2019

Lender: N/A Daytime Phone #: N/A

Lender Address: N/A

Applicants Signature: James Risius Date: 05/31/19

Name (Printed): James Risius

**FOR CITY USE ONLY**

CITY COUNCIL	Application Approved / Disapproved
	Reason (if disapproved): _____
	Date: _____ Resolution No. _____
	Attested by the City Clerk
ASSESSOR	Present Assessed Value of Structure _____
	Assessed Value with Improvements _____
	Eligible or Non-eligible for Tax Abatement _____
	Assessor _____ Date _____



# Zen Promise

1903-1915-4514

2019-03-25

Zen Windows Des Moines  
699 Walnut St. Ste 400  
Des Moines Iowa 50309  
alix@zenwindows.com  
515-207-8789

James Risius  
620 Tremont Street  
Cedar Falls Iowa 50613  
risiusj@gmail.com  
(515) 520-0234

620 Tremont Street, Cedar Falls, Iowa, 50613

## Double Hung Windows

<i>Description</i>	<i>Unit Price</i>	<i>Quantity</i>	<i>Total</i>
<u>Nirvana Double Pane Double Hung Window 00100</u>	\$525.00	24.00	\$12,600.00

### Nirvana Double Hung Window

#### Color:

- White Exterior & Interior

#### Glass Specs:

- 2 Panes of Double Strength Glass, Low E Plus, 1 Chamber Of Argon Gas

#### Frame Specs:

- 100% Virgin Vinyl, Fusion Welded Corners, Foam Filled Frame & Sashes, Metal Reinforced Sashes, Vent Latches (When Engaged, Limits The Amount The Windows Can Open)

#### Screens:

- Half Screens: Extruded Screens For Strength

<u>Colonial Grids (00100 Window)</u>	\$35.00	24.00	\$840.00
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- Contoured Colonial Grids Between The Glass
  - Top Sash Only

<u>Woodgrain Interior Color</u>	\$75.00	23.00	\$1,725.00
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- **Options:**
- Light Oak, Medium Oak, Brazilian Cherry, Or Cherry
  - Color Swatches Will Be Sent Out With A Physical Copy Of The Quote

### Upstairs Bathroom Window To Be White Interior

<u>Safety Glazing (Tempering)</u>	\$130.00	2.00	\$260.00
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### Required Safety Glazing (Tempering)

- For Windows In A Bathroom (Specifically Within 60" Of A Water Line)
- Within 24" Of A Door

- In A Stairwell Landing/Stairway (Or Within 24" Of A Stairwell/Landing)
- Within 18" Of The Floor When Glass Space On An Individual Sash Is 9 Square Feet Or More.

<u>Obscured Glass 00100</u>	\$45.00	2.00	\$90.00
Obscured Glass At <b>Lower Sashes</b> Of Window In Bathroom For Privacy.			
			\$15,515.00

## Picture Windows

<i>Description</i>	<i>Unit Price</i>	<i>Quantity</i>	<i>Total</i>
<u>Nirvana Double Pane Picture Window 0060</u>	\$495.00	1.00	\$495.00
<b>Nirvana Picture Window</b>			

### Color:

- White Exterior & Interior

### Glass:

- 2 Panes of Double Strength Glass, Warm Edge Spacer, Low E Plus, 1 Chamber of Argon Gas

### Frame:

- 100% Virgin Vinyl, Fusion Welded Corners, Foam Filled Frame

<u>Craftsman Grids (00100 Window)</u>	\$135.00	1.00	\$135.00
• Contoured Craftsman Grids Between The Glass			
<u>Woodgrain Interior Color</u>	\$75.00	1.00	\$75.00
• <b>Options:</b>			
• Light Oak, Medium Oak, Brazilian Cherry, Or Cherry			
◦ Color Swatches Will Be Sent Out With A Physical Copy Of The Quote			
			\$705.00

## Notes

### Description

### Notes

1. Replacement Of Any Rotted Wood In The Window Openings.
2. Fill Weight Pockets With Insulation.
3. Leave Existing Interior Window Trim (Extension Jambs & Casings) As Is.
4. Capping Around Exterior Window Frame With Trim Coil In White To Match The Exterior Window Color.
5. Insulate & Caulk Around Newly Installed Windows.
6. Clean Up Job Site & Dispose Of Any Job Related Debris.
7. Financing Available For This Project. If You Are Interested In Financing, Simply Let Us Know And We Will Get You An Online Link For The Application.
8. By Accepting This Quote, You Also Acknowledge Receipt Of The "Renovate Right Pamphlet" For Homes Built Prior To 1978. The Pamphlet Is Attached To This Quote.
9. Comprehensive Lifetime + Transferable Window, Glass, & Labor Warranty.

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<i>Subtotal</i>	\$16,220.00
<i>Tax</i>	\$0.00
<i>Total</i>	\$16,220.00

WHAT'S INCLUDED:

- Price includes all tax, labor, materials and picking up and hauling away all job related debris.
- Price includes replacement of any rotted wood in the window openings.
- Rotted wood that extends beyond the window openings (wall sheathing, studs, siding, drywall, etc) will be on an additional labor and material basis unless otherwise noted.

WARRANTY:

- All windows to carry a TRANSFERABLE LIFETIME WARRANTY on labor, materials, and glass.

The product we install must meet all of these requirements:

- All windows to be custom made.
- All Windows to be Energy Star Rated.
- All windows to be insulated and sealed as necessary.
- All windows to be capped, cut back or wrapped (as necessary) and caulked.

PAYMENT:

- No deposit/payment required to place order. Payment is due in full upon completion of installation. Financing Programs Available, please ask for more details.

EPA DISCLOSURE: For all homes built prior to 1978, EPA installation will be performed as required. All windows and doors are custom made for each opening in your home. Once ordered, depending on the type and color of windows or doors you are replacing, your new windows will take between 4 - 8 weeks to arrive at our facilities. At that time we will call to set a date for our expert installers to replace your windows.

Thank you for the opportunity to present this quote to you. I look forward to hearing from you soon.

Alix & Matt Wenninger

Signature  Date March 25, 2019

Signature \_\_\_\_\_ Date \_\_\_\_\_

























## 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:** June 12, 2019  
**SUBJECT:** Greenhill Road and Coneflower Parkway Intersection Improvements Escrow Agreement

On April 2, 2018, the City entered into a developmental agreement with Greenhill Estates, the developer, for intersection improvements at Greenhill Road and Coneflower Parkway. The developer signed the attached project escrow agreement to establish an escrow account in the amount of \$101,833.09 to ensure the completion of the project. This dollar amount was determined by the City Engineer.

The developer has agreed to pay for the improvements on Greenhill Road at the intersection of Coneflower Parkway. These intersection improvements include the following:

1. Install an additional right turn lane for the eastbound traffic on Greenhill Road.
2. Install striping to create a new left turn lane on Greenhill Road for both the westbound and eastbound directional traffic and any associated striping necessary to safely create this improvement on Greenhill Road. This striping shall merge into the existing turn lane striping at the Greenhill Road and Main Street intersection.
3. The existing recreational trail along the south side of Greenhill Road will be relocated south of the new right turn lane.

In order to coordinate our efforts and avoid throw away costs, the Greenhill/Coneflower intersection will be designed and constructed in conjunction with the intersection improvements at Greenhill Road and Main Street in FY20-21. The "Project Escrow Agreement" is based on the standard forms developed by our City Attorney. The developer provided a check in the amount of \$101,833.09 that will be deposited in the city's project escrow account. We recommend approval of the "Project Escrow Agreement" for the completion of the Greenhill Road and Coneflower intersection improvements.

xc: Stephanie Houk Sheetz, Director of Community Development  
Karen Howard, Planning and Community Engineer

**GREENHILL ROAD AND CONEFLOWER PARKWAY TURN LANE AND  
RECREATIONAL TRAIL IMPROVEMENTS**

**PROJECT ESCROW AGREEMENT**

**THIS PROJECT ESCROW AGREEMENT** ("Escrow Agreement") is entered into as of the 5<sup>th</sup> day of June, 2019, by and between the City of Cedar Falls, Iowa, hereinafter called the "City", and Greenhill Estates, Inc., an Iowa corporation, hereinafter called "Developer"

**WHEREAS**, the City is planning roadway improvements at the intersection of Main Street and Greenhill Road, and

**WHEREAS**, the improvements at the intersection of Greenhill Road and Coneflower Parkway will be included as part of the design and construction of the Main Street and Greenhill Road intersection project, and

**WHEREAS**, the Parties entered into a Developmental Procedures Agreement relative to the public improvements on Greenhill Road at the Coneflower Parkway intersection dated April 2, 2018 which was approved by the City Council in Resolution No. 21,032("Agreement"); and

**WHEREAS**, pursuant to the Agreement, Developer has agreed to contribute \$101,833.09 towards the total cost of Public Improvements to be constructed by the City ("Developer's Contribution"); and

**WHEREAS**, the Parties desire to execute this Escrow Agreement to coordinate the payment of the Developer's Contribution and the City's use of said funds to complete the construction of the Public Improvements.

**AGREEMENTS**

**NOW, THEREFORE**, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the Parties hereto agree as follows:

1. **Appointment of Escrow Agent.** The Parties hereby appoint and designate, Farmers State Bank as the escrow agent ("Escrow Agent") for the purposes set forth herein, and the Escrow Agent hereby accepts such appointment on the terms and conditions set forth herein.

2. **Receipt of Escrow Deposit.** On or before the date upon which the City Council accepts and approves this Escrow Agreement, the Developer will deliver to the City Clerk a check for the sum of \$101,833.09 payable to the City of Cedar Falls. The City Clerk will appoint the Controller/City Treasurer of the City of Cedar Falls to deposit said funds with the Escrow Agent (the

“Escrow Deposit”). The entire Escrow Deposit and all interest and other earnings thereon shall be deposited into one account (the “Project Escrow Account”). The funds and other property held in the Project Escrow Account shall not be subject to a lien or attachment by any creditor of any Party hereto and, except as provided in Section 5 below, shall not be available to, and shall not be used by, the Escrow Agent to set off any obligations of any Party hereto owing to the Escrow Agent in any capacity. Notwithstanding the foregoing, if the Project Escrow Account shall be attached, garnished, or levied upon pursuant to judicial process, or the delivery of funds held in the Project Escrow Account shall be stayed or enjoined by any court order, or any court order shall be made or entered into affecting the Project Escrow Account, or any part thereof, the Escrow Agent is hereby expressly authorized to obey and comply with such judicial process or court order. In the event the Escrow Agent obeys or complies with any judicial process or court order, it shall not be liable to any firm or corporation by reason of such compliance, notwithstanding the subsequent reversal, modification, annulment, or setting aside of such court order.

3. **Investment of Escrow Deposit.** The Escrow Deposit shall be invested by the Escrow Agent in a money market fund which invests solely in U.S. government obligations and securities and repurchase agreements secured thereby, including those maintained by the Escrow Agent or its affiliates. All interest and income earned and collected on the Escrow Deposit shall be added to the Escrow Deposit and released as set forth in Section 5.

4. **Release of Funds.**

(a) If the City determines in good faith that it is entitled to funding from the Project Escrow Account pursuant to the terms of the Agreement (a “Claim”), then the City shall deliver to the Escrow Agent and the Developer a written request for the payment of such Claim (a “Payment Request”). A Payment Request shall specify in reasonable detail the facts and circumstances with respect to the subject matter of such Payment Request and the amount of the Claim. Within seven (7) calendar days after Developer receives a Payment Request, Developer shall deliver to the Escrow Agent and the City a written notice (a “Response Notice”) stating whether Developer objects to the payment of all or any portion of the Claim specified in the Payment Request. If Developer does not deliver a Response Notice within 7 days after the receipt of a Payment Request, it will be deemed not to have objected to any portion of the amount of the Claim set forth in the Payment Request and the Escrow Agent shall pay such amount to the City. For purposes of determining expiration of the 7-day period provided for in the preceding sentence, Escrow Agent shall conclusively presume that any Payment Request delivered to it was simultaneously delivered to Developer. The Escrow Agent must pay any Claim even if disputed by Developer unless (i) the City delivers a written notice to the Escrow Agent within 7 days stating that City has withdrawn all or any portion of its Claim or (ii) Developer delivers to the City and Escrow Agent a copy of an order from a court of competent jurisdiction prohibiting payment of all or a portion of such a Claim.

(b) If the Escrow Agent receives a Payment Request and the Request is not withdrawn by the City and no court order exists prohibiting payment of the Claim, then the Escrow Agent shall deliver to the City the amount (the “Payment Amount”) indicated in such Payment Request within 21 days of receiving the Payment Request.

(c) This Escrow Agreement will terminate and any remaining funds in the Project Escrow Account will be returned to Developer upon the earlier of: (1) all funds in the Project Escrow Account have been released to the City; or (2) the City certifies in writing that the Agreement has been terminated or that all costs of the Public Improvements have been paid in full.

(d) Prior to final distribution by Escrow Agent of the remaining funds in the Project Escrow Account, Escrow Agent shall be entitled to deduct from such final distribution any unpaid fees and expenses (including court costs and reasonable attorneys' fees) payable to Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder.

**5. Indemnification of the Escrow Agent.**

(a) From and at all times after the date of this Escrow Agreement, each of the Parties shall, jointly and severally and to the fullest extent permitted by law, defend, indemnify and hold harmless the Escrow Agent and each director, officer, employee, attorney, agent and affiliate of the Escrow Agent (collectively, the "Escrow Indemnified Parties") against any and all actions, claims (whether or not valid), losses, damages, liabilities, costs and expenses of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees, costs and expenses) incurred by or asserted against any of the Escrow Indemnified Parties from and after the date hereof, whether direct, indirect or consequential, as a result of or arising from or in any way relating to any claim, demand, suit, action or proceeding (including any inquiry or investigation) by any person, including, without limitation, any of the Parties, whether threatened or initiated, asserting a claim for any legal or equitable remedy against any person under any statute or regulation, including, without limitation, any federal or state securities laws, or under any common law or equitable cause or otherwise, arising from or in connection with the negotiation, preparation, execution, performance or failure of performance of this Escrow Agreement or any transactions contemplated herein, whether or not any such Escrow Indemnified Party is a party to any such action, proceeding, suit or the target of any such inquiry or investigation; provided, however, that no Escrow Indemnified Party shall have the right to be indemnified hereunder for any liability finally determined by a court of competent jurisdiction, subject to no further appeal, to have resulted primarily from the negligence, gross negligence or willful misconduct of such Escrow Indemnified Party. Each Escrow Indemnified Party shall, in its sole discretion, have the right to select and employ separate counsel with respect to any action or claim brought or asserted against it, and each Party shall pay an equal share of the reasonable fees of such counsel upon request of the Escrow Agent. The obligations of the Parties under this Section 6 shall survive any termination of this Escrow Agreement and the resignation or removal of the Escrow Agent.

(b) The Parties agree that none of the establishment of the Project Escrow Account, the making of the Escrow Deposit, the making of disbursements by the Escrow Agent to Developer or the City hereunder, the payment by a Party of any claim by the Escrow Agent for indemnification hereunder nor the disbursement of any amounts to the Escrow Agent from the Escrow Deposit in respect of a claim by the Escrow Agent for indemnification shall impair, limit, modify, or affect, as between the Parties, the respective rights and obligations of the Parties under the Escrow Agreement.

**6. Resignation of the Escrow Agent.** The Escrow Agent, and any successor Escrow Agent, may resign at any time as Escrow Agent hereunder by giving at least fifteen (15) business days' written notice to the parties. Upon such resignation and the appointment of a successor Escrow Agent, the resigning Escrow Agent shall be absolved from any duties as Escrow Agent hereunder. Upon their receipt of notice of resignation from the Escrow Agent, the Parties shall use their reasonable best efforts jointly to designate a successor Escrow Agent. If the Parties do not agree upon a successor Escrow Agent within fifteen (15) business days after the receipt by the parties of the Escrow Agent's resignation notice, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent or other appropriate relief (including, without limitation, an interpleader action) and any such resulting appointment shall be binding upon all parties hereto. By mutual agreement, the Parties shall have the right at any time upon not less than seven (7) days' written notice to terminate their appointment of the Escrow Agent, or any successor Escrow Agent, as Escrow Agent hereunder.

Notwithstanding anything to the contrary in the foregoing, the Escrow Agent or any successor Escrow Agent shall continue to act as the Escrow Agent until a successor is appointed and qualified to act as the Escrow Agent. The terminated or resigning Escrow Agent shall transmit all records pertaining to the



Escrow Deposit and shall pay the Escrow Deposit to the successor Escrow Agent, after making copies of such records as the terminated or resigning Escrow Agent deems advisable and after deduction and payment to the terminated or resigning Escrow Agent of all fees and expenses (including court costs and reasonable attorneys' fees) payable to, actually incurred by, or reasonably expected to be incurred by the terminated or resigning Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder. After any terminated or resigning Escrow Agent's resignation or removal, the provisions of this Escrow Agreement shall inure to its benefit and survive with respect to any actions taken or omitted to be taken by such terminated or resigning Escrow Agent while it was the Escrow Agent under this Agreement. Any corporation or association into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any corporation or association to which all or substantially all of the escrow business of the Escrow Agent's corporate trust line of business may be transferred, shall be the Escrow Agent under this Escrow Agreement without further act.

7. **Taxes.** The Escrow Agent does not have any interest in the Escrow Deposit but is serving as escrow holder only and only has possession thereof. For U.S. federal and applicable state income tax purposes, and whichever entity makes the Escrow Deposit, shall be treated as owning the Project Escrow Account and shall include any and all interest earned on the Escrow Deposit in its gross income for all U.S. federal and applicable state income tax purposes. The Escrow Agent shall file IRS Forms 1099 INT consistent with such treatment. The Parties hereto acknowledge that any payments of any amounts from the Project Escrow Account pursuant to this Agreement shall be subject to withholding tax regulations then in force with respect to U.S. federal income taxes.

8. **Notices.**

(a) All notices and other communications required or permitted pursuant to this Agreement shall be in writing and be deemed to have been duly given when delivered personally (which shall include delivery by Federal Express or other nationally recognized, reputable overnight courier service that issues a receipt or other confirmation of delivery) to the party for whom such communication is intended, or five (5) Business Days after the date mailed by certified mail, return receipt requested, postage prepaid.

(b) A notice must be addressed to a Party at the Party's last known address set forth below. Any Party may designate, by notice to all of the others, substitute addresses or addressees for notices; and, thereafter, notices are to be directed to those substitute addresses or addressees.

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

Developer: Greenhill Estates Inc.  
3957 75<sup>th</sup> Street  
Aurora, IL 60504-7914

9. **Successors and Assigns; Assignment.** This Escrow Agreement shall be binding on and inure to the benefit of each Party hereto and its respective successors and assigns. The Parties may assign rights under this Escrow Agreement only to the same extent they are permitted to assign their rights and obligations under the Agreement.

10. **Governing Law.** This Escrow Agreement is made under the laws of the State of Iowa and is governed and construed in accordance with the laws of the State of Iowa.

11. **Validity.** If any part of this Escrow Agreement is for any reason held invalid, the remaining parts of this Escrow Agreement shall remain valid and enforceable to the fullest extent allowed by law.

12. **Entire Agreement.** This Escrow Agreement is the entire agreement and understanding of the Parties with respect to the Escrow Deposit and may be amended only in writing and signed by the Parties. In the event of a conflict between the terms of this Escrow Agreement and the Agreement, the terms of the Agreement shall control and prevail.

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

(Seal)

CITY OF CEDAR FALLS, IOWA

By:

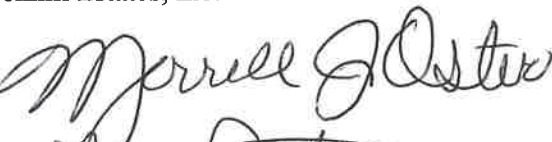

James P. Brown, Mayor

ATTEST:

By:

Jacqueline Danielsen, CMC, City Clerk

Greenhill Estates, Inc.

By:   
Its: 

STATE OF Iowa )  
 ) SS  
COUNTY OF Black Hawk )

On this 5th day of June, 2019, before me the undersigned, a Notary Public in and for said State, personally appeared Merrill J. Oster, to me personally known, who, being by me duly sworn, did say that he is the General Partner of, Greenhill Estates, Inc, and that said instrument was signed on behalf of said company; and that the said \_\_\_\_\_ as such officer, acknowledged the execution of said

instrument to be the voluntary act and deed of said company, by him voluntarily executed.

Notary Public in and for the State of *Iowa*



*Jessica Larson*



## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

**MEMORANDUM**  
*Engineering Division*

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

**FROM:** Terra Ray, Engineer Technician II

**DATE:** June 12, 2019

**SUBJECT:** Cyber Lane, 2018 Street Construction Project  
Project Number RC-000-3141

The City of Cedar Falls is planning to construct Cyber lane from Technology Parkway south approximately 400'. The project will require the acquisition of a temporary construction easement from one property for this project.

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 July 1, 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 CYBER LANE, 2018 STREET CONSTRUCTION  
PROJECT AND TO AUTHORIZE ACQUISITION OF PRIVATE PROPERTY FOR SAID  
PROJECT**

To Whom It May Concern:

NOTICE IS HEREBY GIVEN that on the 1<sup>st</sup> day of July, 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 Cyber Lane, 2018 Street Construction 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 17<sup>th</sup> day of June, 2019.

Jacqueline Danielsen, MMC, City Clerk  
City of Cedar Falls, Iowa





## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

### **MEMORANDUM** *Engineering Division*

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

**FROM:** Ben Claypool, EI, Civil Engineer II

**DATE:** June 13, 2019

**SUBJECT:** South Main Street Parking Lot Project  
Project No. PL-159-3202  
Request for PS&E Approval

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the South Main Street Parking Lot Project.

I would recommend setting Monday, July 1, 2019 at 7:00 p.m. as the date and time for the public hearing on this project and Tuesday, July 9, 2019 at 2:00 p.m. as the date and time for receiving and opening bids. I would also request that the Notice to Bidders be published by June 21, 2019. The Plans and Specifications will be ready for distribution to contractors on June 21, 2019 allowing more than two (2) weeks of review before contract letting.

This project involves the construction of a small parking lot to provide public access to the Cedar Prairie Trail on South Main Street, just west of Oregon Road. There will be 8 standard and 1 handicap accessible parking stalls. This project also includes the construction of approximately 500 feet of PCC shoulder along South Main Street from Oregon Road north to the Highway 58 Bridge. This work includes removal of existing granular shoulder, construction of PCC shoulder, construction of a PCC parking lot, and construction of a drainage swale. Work will include parking lot construction, drainage channel grading, temporary HMA shoulders, PCC shoulders, and a driveway replacement.

The total estimated cost for the construction of this project is \$104,937.00. The project will be funded with the general obligations fund.

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

att

xc: Stephanie Houk Sheetz, Director of Community Development  
Chase Schrage, Principal Engineer

**SOUTH MAIN STREET PARKING LOT**

CITY PROJECT NO. PL - 159 - 3202

**FINAL ESTIMATE OF COSTS  
AND QUANTITIES**

June 12, 2018

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
1	TOPSOIL, ONSITE	CY	\$ 25.00	191.0	\$ 4,775.00
2	EXCAVATION, CLASS 10, ROADWAY, WASTE	CY	\$ 12.00	645.0	\$ 7,740.00
3	SUBGRADE PREPERATION	SY	\$ 6.00	1177.0	\$ 7,062.00
4	SUBGRADE, MODIFIED	SY	\$ 7.00	1177.0	\$ 8,239.00
5	GRANULAR SHOULDER	STA	\$ 100.00	8.8	\$ 880.00
6	MANHOLE ADJUSTMENT, MINOR	EA	\$ 1,000.00	1.0	\$ 1,000.00
7	PAVEMENT, PCC, 6"	SY	\$ 55.00	378.6	\$ 20,823.00
8	PCC PAVEMENT WIDENING, 6"	SY	\$ 55.00	505.5	\$ 27,802.50
9	TEMPORARY PAVEMENT, HMA, 6"	SY	\$ 45.00	145.9	\$ 6,565.50
10	REMOVAL OF DRIVEWAY	SY	\$ 10.00	90.0	\$ 900.00
11	DRIVEWAY, PAVED, PCC, 7"	SY	\$ 55.00	59.0	\$ 3,245.00
12	SIGNAGE	LS	\$ 1,500.00	1.0	\$ 1,500.00
13	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	\$ 50.00	41.7	\$ 2,085.00
14	WET, RETROREFLECTIVE REMOVABLE TAPE MARKINGS	STA	\$ 50.00	41.7	\$ 2,085.00
15	PAINTED SYMBOLS AND LENGENDS	EA	\$ 100.00	1.0	\$ 100.00
16	PAVEMENT MARKINGS REMOVED	STA	\$ 50.00	39.6	\$ 1,980.00
17	TEMPORARY TRAFFIC CONTROL	LS	\$ 3,500.00	1.0	\$ 3,500.00
18	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING	AC	\$ 7,500.00	0.2	\$ 1,125.00
19	RIP RAP, CLASS E	TON	\$ 50.00	10.8	\$ 540.00
20	SILT FENCE OR SILT FENCE DITCH CHECK	LF	\$ 7.00	35.0	\$ 245.00
21	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL DEVICE	LF	\$ 7.00	35.0	\$ 245.00
22	MOBILIZATION	LS	\$ 2,500.00	1.0	\$ 2,500.00

**TOTAL:****\$104,937.00**





## DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-273-8600  
Fax: 319-273-8610  
[www.cedarfalls.com](http://www.cedarfalls.com)

### **MEMORANDUM**

#### ***Planning & Community Services Division***

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** Shane Graham, Economic Development Coordinator  
**DATE:** June 13, 2019  
**SUBJECT:** Sale of Parcel A of Replat of Lot 16 and Tract B, West Viking Road Industrial Park Phase IV, City of Cedar Falls, Black Hawk County, Iowa (Contains 2.7 acres more or less).

The Community Development Department would like to request that a public hearing be scheduled for July 1, 2019 to address the proposed transfer of the above referenced City owned real estate to Tjaden Properties, L.L.C. The proposed project would consist of a new 19,050 sf. manufacturing/shop facility to be constructed along the south side of Technology Parkway, west of Production Drive in the West Viking Road Industrial Park. Additional information pertaining to the land transaction and the Agreement for Private Development will be provided to City Council prior to the public hearing.

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

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

RESOLUTION SETTING DATE OF PUBLIC HEARING (1) TO CONSIDER ENTERING INTO A PROPOSED AGREEMENT FOR PRIVATE DEVELOPMENT BETWEEN THE CITY OF CEDAR FALLS, IOWA, AND TJADEN PROPERTIES, L.L.C.; AND (2) TO CONSIDER CONVEYANCE OF CERTAIN CITY-OWNED REAL ESTATE TO TJADEN PROPERTIES, L.L.C., PURSUANT TO SAID PROPOSED AGREEMENT

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has received a proposal from Tjaden Properties, L.L.C., an Iowa limited liability company (the "Developer"), to enter into a proposed Agreement for Private Development (the "Agreement") between the City of Cedar Falls, Iowa, and Tjaden Properties, L.L.C. on terms which include:

- (1) Conveyance of certain city-owned real estate legally described as consisting of all that certain parcel or parcels of land located generally in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows:

Parcel "A" of "Replat of Lot 16 and Tract "B", West Viking Road Industrial Park Phase IV" in the City of Cedar Falls, Black Hawk County, Iowa. (Contains 2.70 acres more or less).

and

- (2) Entering into a Minimum Assessment Agreement whereby the minimum actual taxable value of the land and improvements to be constructed on the Development Property would be established at an amount not less than \$1,477,000.00 for a period through December 31, 2031;

and

WHEREAS, as required by law, a hearing is to be held by the City Council of the City of Cedar Falls, Iowa, to consider entering into the proposed Agreement for Private Development and conveyance of the Development Property to the Developer pursuant to the terms of said Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that a hearing be held on the 1<sup>st</sup> day of July, 2019, at 7:00 p.m., in the Council Chambers of the City Hall of the City of Cedar Falls, Iowa, 220 Clay Street, Cedar Falls, Iowa, to consider entering into a proposed Agreement for Private Development between the City of Cedar Falls, Iowa, and Tjaden Properties, L.L.C., and to consider conveyance of the Development Property to the Developer on certain terms as set forth in the proposed agreement. A copy of the proposed agreement is on file in the Office of the Cedar Falls City Clerk. The City Clerk is hereby directed to publish said notice of said public hearing.

ADOPTED this 17<sup>th</sup> day of June, 2019.

---

James P. Brown, Mayor

ATTEST:

---

Jacqueline Danielsen, MMC, City Clerk

# CERTIFICATE

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

I, Jacqueline Daniels, City Clerk of the City of Cedar Falls, Iowa, hereby certify that the above and foregoing is a true and correct typewritten copy of Resolution No. \_\_\_\_\_ duly and legally adopted by the City Council of said City on the 17<sup>th</sup> day of June, 2019.

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

Jacqueline Danielsen  
City Clerk of Cedar Falls, Iowa

Prepared by: Shane Graham, Economic Development Coordinator, 220 Clay Street, Cedar Falls, IA 50613, (319) 268-5160

NOTICE OF PUBLIC HEARING (1) TO CONSIDER ENTERING INTO A PROPOSED AGREEMENT FOR PRIVATE DEVELOPMENT BETWEEN THE CITY OF CEDAR FALLS, IOWA, AND TJADEN PROPERTIES, L.L.C., AND (2) TO CONSIDER CONVEYANCE OF CERTAIN CITY-OWNED REAL ESTATE TO TJADEN PROPERTIES, L.L.C., PURSUANT TO SAID PROPOSED AGREEMENT

To Whom It May Concern:

Notice is hereby given that on the 1<sup>st</sup> day of July, 2019, at 7:00 p.m. in the Council Chambers of the City Hall, 220 Clay Street, Cedar Falls, Iowa, a Public Hearing will be held by the City Council of said City of Cedar Falls, Iowa, on a proposal from Tjaden Properties, L.L.C., an Iowa limited liability company (the "Developer"), to enter into a proposed Agreement for Private Development between the City of Cedar Falls, Iowa, and Tjaden Properties, L.L.C., on terms which include:

- (1) Conveyance of certain city-owned real estate legally described as consisting of all that certain parcel or parcels of land located generally in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows:

Parcel "A" of "Replat of Lot 16 and Tract "B", West Viking Road Industrial Park Phase IV" in the City of Cedar Falls, Black Hawk County, Iowa. (Contains 2.70 acres more or less).

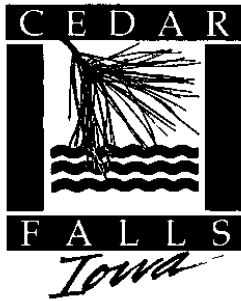
and

- (2) Entering into a Minimum Assessment Agreement whereby the minimum actual taxable value of the land and improvements to be constructed on the Development Property would be established at an amount not less than \$1,477,000.00 for a period through December 31, 2031; and

A copy of the proposed agreement is on file in the Office of the Cedar Falls City Clerk. Any interested party may appear at the time and place of hearing and be heard, or may file written objections with the City Clerk on or before the date and time of said hearing.

This notice is given pursuant to Resolution No. \_\_\_\_\_ by the City Council of the City of Cedar Falls, Iowa on the 17<sup>th</sup> day of June, 2019.

\_\_\_\_\_  
Jacqueline Danielsens, MMC, City Clerk



## DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-273-8600  
Fax: 319-273-8610  
[www.cedarfalls.com](http://www.cedarfalls.com)

### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** Shane Graham, Economic Development Coordinator  
**DATE:** June 13, 2019  
**SUBJECT:** Proposed Annexation of Territory to the City of Cedar Falls, Iowa

In January 2019, City Council approved the purchase of 200 acres of farm ground located just outside of the city limits of Cedar Falls, for the purpose of expanding the Cedar Falls Industrial Park. That property is located just west of the current industrial park, south of Viking Road, and east of S. Union Road. The City would like to begin voluntary annexation proceedings in order to bring this property into the City of Cedar Falls. The City of Cedar Falls owns a total of seven (7) parcels of land that will be part of the voluntary annexation. Six of those parcels are the farm ground parcels that the City recently acquired to expand the industrial park, and one parcel is the Cedar Falls Utilities' substation (which is owned by the City of Cedar Falls). Also to be included in the voluntary annexation are seven (7) residential properties located along the south side of Viking Road. These properties will be included in the annexation to create a more uniform city limit boundary. In addition to creating a more uniform boundary, the private property owners would like to be included in the annexation territory in order to receive city amenities such as police and fire protection, garbage collection services, utilities such as gas, water and sanitary sewer, and an urbanized street including curb and gutter. None of the aforementioned amenities are available to those properties currently.

Accompanying this memo you will find eight (8) voluntary annexation applications for the following properties:

1. Property owned by the City of Cedar Falls, Iowa
2. Property owned by M. Lathon and Linda Jernigan
3. Property owned by Marvin and Jean Mc Elvain
4. Property owned by Jacob and Jessica Nauholz
5. Property owned by Bruce and Marilyn Baridon
6. Property owned by Rebecca Dickinson
7. Property owned by Scott and Debra Knudtson
8. Property owned by Dennis and Linda Nebbe

Iowa law provides for certain procedures relating to proposed annexation of territory to a city. The proposed resolution which accompanies this letter accomplishes these state law requirements, as follows:

- a. Setting a time and place of consultation on the proposed annexation of territory between representatives of the City of Cedar Falls, the Black Hawk County Board of Supervisors and the Cedar Falls Township Trustees, since the territory proposed to be annexed lies within Cedar Falls Township and Black Hawk County.
- b. Setting a date of public hearing on the annexation applications.
- c. Directing mailing of the notice of the consultation, and both the publication of the notice and mailing of the notice of hearing on the voluntary applications for annexation, to certain interested parties.

These requirements of state law require certain timelines which necessitate scheduling the public hearing on the proposed annexation for August 19, 2019.

Assuming that the Cedar Falls City Council approves the annexation applications, the applications must then be submitted to the City Development Board of the State of Iowa, for review and approval by that board, before the annexations would become final.

The Community Development Department recommends that the City Council adopt and approve the following:

1. Resolution setting time and place of consultation, directing mailing of notice of consultation, setting date of public hearing, directing publication of notice, and directing the mailing of notice of hearing, for application for voluntary annexation of real estate to the City of Cedar Falls, Iowa.

If you have any questions regarding this project, please feel free to let me know.

xc: Ron Gaines, P.E., City Administrator  
Kevin Rogers, City Attorney

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

---

James P. Brown, Mayor

(SEAL)

ATTEST:

---

Jacqueline Danielsen, MMC, City Clerk

## **ATTACHMENT A**

### Legal Descriptions

#### (City of Cedar Falls Property)

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

AND

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

#### (Dennis & Linda Nebbe)

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

#### (Jacob & Jessica Nauholz)

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

#### (M. Lathon & Linda Jernigan)

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

#### (Bruce & Marilyn Baridon)

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

#### (Marvin & Jean Mc Elvain)

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

#### (Rebecca Dickinson)

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

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

(Debra Dreyer (Knudtson) & Scott Knudtson)

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

## **ATTACHMENT B**

### **Pre-Annexation Agreements**

## CERTIFICATE

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

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

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

\_\_\_\_\_  
Jacqueline Danielsens, MMC, City Clerk

01590749-1\10283-165

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

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

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

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

and

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

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


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

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

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


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

On behalf of the City of Cedar Falls, Applicant

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

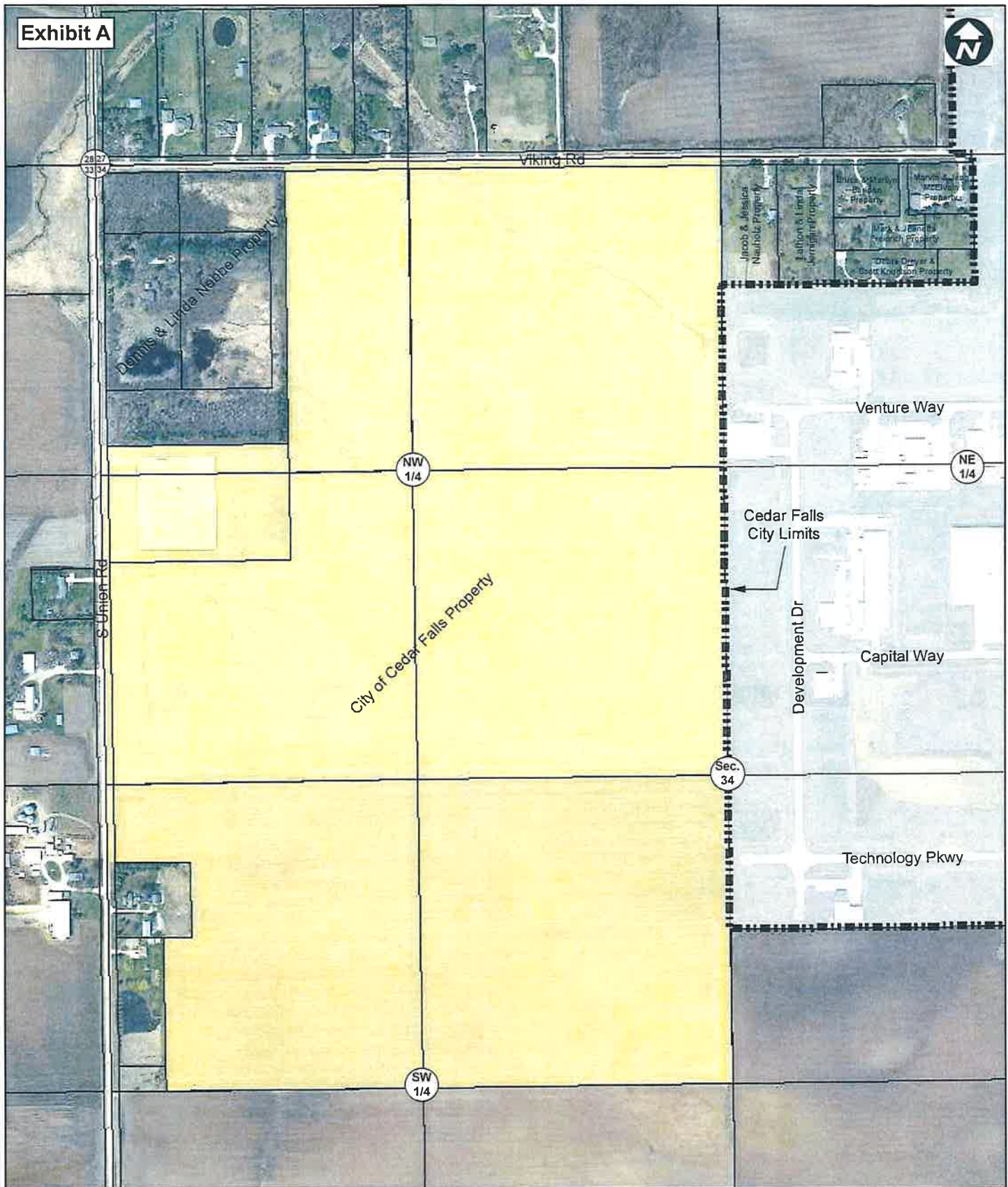
(SEAL)

ATTEST:

  
\_\_\_\_\_  
Jacqueline Daniels, MMC, City Clerk



# Exhibit A



## City of Cedar Falls, Iowa Voluntary Annexation Map

0 270 540 1,080 Feet

Date: 5/2/2019

1 inch = 540 feet

### City of Cedar Falls Property Description:

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

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

Prepared by: Maria E. Brownell, Ahlers & Cooney, P.C., 100 Court Avenue, Suite 600, Des Moines, IA 50309-2231  
Return to: City of Cedar Falls, City Clerk, 220 Clay St., Cedar Falls, IA 50613

**PRE-ANNEXATION AGREEMENT  
BETWEEN  
THE CITY OF CEDAR FALLS, IOWA  
AND  
BRUCE AND MARILYN BARIDON**

This Pre-Annexation Agreement (the "Agreement"), dated for reference purposes the 15<sup>th</sup> day of June, 2019, is made and entered into by and between the City of Cedar Falls, Iowa ("City") and Bruce and Marilyn Baridon ("Owners").

WHEREAS, Owners are the legal owners of real estate legally described as:

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

and shown in Exhibit A attached hereto and incorporated herein by reference (the "Real Estate"); and

Whereas, as of the date of this Agreement, the Real Estate is not contiguous to the corporate city limits of the City of Cedar Falls, but is located within two (2) miles of the corporate city limits of the City of Cedar Falls and constitutes territory which may be annexed by City as provided in Iowa Code Chapter 368; and

Whereas, Owners desire to have the Real Estate annexed by City upon certain terms and conditions as hereinafter set forth; and

Whereas, notice of the proposed annexation shall be given to the parties legally required to be notified pursuant to Chapter 368 of the Iowa Code; and

Whereas, the City Council, after due and careful consideration, has concluded that the annexation of the Real Estate by City on the terms and conditions hereinafter set forth would further the growth of City, would provide for the harmonious development of City,

would enable City to control the development of the area and would serve the best interests of City.

**NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, IT IS HEREBY AGREED AS FOLLOWS:**

**SECTION 1. AGREEMENT PURSUANT TO IOWA CODE CHAPTER 368.** This Agreement is made pursuant to and in accordance with the provisions of Iowa Code Chapter 368. The foregoing preambles and recitations are made a part of this Agreement.

**SECTION 2. TERM.** The term of this Agreement is from the 25<sup>th</sup> day of June, 2019 until the annexation of the Real Estate to City is final.

**SECTION 3. PETITION FOR ANNEXATION.** Owners, upon execution of this Agreement, will submit to the City Clerk a Petition for Annexation of the Real Estate by City, in the form provided in Exhibit B. The City Clerk will file the Petition, submit it to the City Council for consideration at such time and under such circumstances as the City Council deems appropriate, and comply with the requirements of Iowa Code Chapter 368. Pursuant to Iowa Code § 368.7(1)(e), upon execution of this Agreement, Owners hereby waive the right to withdraw or rescind the Petition and hereby waive the right to withdraw their consent to the Petition and waive their right to object to annexation.

**SECTION 4. ADMINISTRATIVE COSTS.** City agrees to pay the administrative costs associated with the annexation of the Real Estate, which includes filing and recording costs.

**SECTION 5. TRANSITION OF CITY SHARE OF PROPERTY TAXES.** City agrees that the resolution approving the annexation application shall provide for the transition for the imposition of City taxes against the Real Estate. The Real Estate shall be entitled to the following partial exemption from taxation for City taxes for a period of ten (10) years following the final order of the City Development Board, if such annexation requires approval by the City Development Board, after the exhaustion of any and all appeals from the action of the Board by any person or the expiration of the time within which such appeals may be brought, approving the voluntary annexation of the property shown on Exhibit A:

1. For the first and second year, seventy-five percent (75%).
2. For the third and fourth year, sixty percent (60%).
3. For the fifth and sixth year, forty-five percent (45%).
4. For the seventh and eighth year, thirty percent (30%).
5. For the ninth and tenth year, fifteen percent (15%).



## **SECTION 6. CITY WATER SERVICES.**

6.1 Owners, Owners' heirs, successors and assigns, including but not limited to, the future owners of the Real Estate, may obtain City water services to the Real Estate at such time as the City constructs such facilities upon the street or other portion of right-of-way adjacent to the lot line of the Real Estate.

6.2 If Owners obtain City water services prior to annexation, Owners shall pay the regular City water rate paid by all other City residents for such services.

6.3 If Owners, Owners' heirs, successors and assigns, including but not limited to the future owners of the Real Estate, own, operate, and maintain a private well or water system to supply water to the Real Estate, Owners, Owners' heirs, successors and assigns, including but not limited to the future owners of the Real Estate, shall be allowed to keep, maintain, and replace such well or water system upon annexation, if Owners, Owners' heirs, successors and assigns, including but not limited to the future owners of the Real Estate choose to do so, until such time as said well or water system becomes inoperable or the private water supply is no longer safe to consume. Owners shall be solely responsible for the testing of water supply and maintenance and containment of their private well or water supply in accordance with state law, City ordinances, and policies and resolutions of the board of trustees of Cedar Falls Utilities.

## **SECTION 7. OTHER CITY SERVICES.**

7.1 Owners, Owners' heirs, successors and assigns, including but not limited to, the future owners of the Real Estate, may obtain City sanitary sewer services to the Real Estate at such time as the City constructs such facilities upon the street or other portion of right-of-way adjacent to the lot line of the Real Estate. Upon annexation, the Real Estate shall be subject to the City stormwater management ordinances.

7.2 If Owners, Owners' heirs, successors and assigns, including but not limited to the future owners of the Real Estate, own, operate, and maintain a private septic sewage system to supply water to the Real Estate, Owners, Owners' heirs, successors and assigns, including but not limited to the future owners of the Real Estate, will be allowed to keep, maintain, and replace such septic system upon annexation, if Owners, Owners' heirs, successors and assigns, including but not limited to the future owners of the Real Estate choose to do so, until such time as said septic system becomes inoperable or is deemed a public health or safety hazard. Owners shall be solely responsible for all necessary inspections, treatment, disposal, and maintenance of their private septic sewage system.

7.3 During the development of the land adjacent to the Real Estate, the City agrees to make reasonable efforts to design and install landscaping on such adjacent land that will maintain a level of privacy substantially similar to the privacy currently enjoyed by the Real Estate so long as the City owns the adjacent land.. The City retains the discretion to determine what landscaping, if any, shall be designed and installed to achieve substantially similar privacy.

**SECTION 8. BINDING AGREEMENT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assignees and shall be recorded with the Real Estate and will apply to any subsequent plats and/or subdivisions of the Real Estate.

**SECTION 9. EFFECT OF INVALID PROVISION.** If any provision of this Agreement is held invalid, such invalidity shall not affect any of the other provisions contained herein.

**SECTION 10. DEFAULT.**

10.1 Failure by Owners to substantially observe or perform any material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement constitutes an Event of Default.

10.2 Whenever any Event of Default occurs and is continuing, City may take any one or more of the following actions after giving written notice to Owner of the Event of Default, but only if the Event of Default has not been cured within sixty (60) days following such notice, or if the Event of Default cannot be cured within sixty (60) days and Owners do not provide assurances to City that the Event of Default will be cured as soon as reasonably possible thereafter:

- (1) City may suspend any part of or all of its performance under this Agreement until it receives assurances from Owners, deemed adequate by City, that Owners will cure their default and continue their performance under this Agreement;
- (2) City may cancel and rescind this Agreement;
- (3) Owners will reimburse City for all amounts expended by City in connection with this Agreement, and City may take any action, including any legal action it deems necessary, to recover such amounts from Owners;
- (4) City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement or to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.

**SECTION 11. NOTICES.** Any notice to be delivered pursuant to the terms of this Agreement shall be delivered or mailed by certified mail, return receipt requested, to the respective parties at the following addresses:

If to City: City of Cedar Falls  
City Clerk  
220 Clay St.  
Cedar Falls, IA 50613

If to Owner: Bruce and Marilyn Baridon  
6337 Viking Road  
Cedar Falls, IA 50613

**SECTION 12. COUNCIL APPROVAL.** This Agreement is subject to final approval of the City Council of the City of Cedar Falls, Iowa in its sole discretion.

CITY OF CEDAR FALLS, IOWA

BRUCE AND MARILYN BARIDON

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

By: Bruce Baridon

By: Marilyn D. Baridon

ATTEST:

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

On this 1<sup>st</sup> day of June, 2019, before me, a Notary Public in and for said state, personally appeared Bruce Baridon and Marilyn D. Baridon known to me to be the person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Debra K. Knudtson  
Notary Public in the State of Iowa

My Commission expires 12-6-19

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a Notary Public in and for said state personally appeared \_\_\_\_\_ known to me to be the person(s) named in and who executed the foregoing instrument, and acknowledge that they executed the same as their voluntary act and deed.

\_\_\_\_\_  
Notary Public in the State of Iowa

My Commission expires \_\_\_\_\_

## **ATTACHMENTS**

EXHIBIT A: Legal Description and Map of Area to be Annexed  
EXHIBIT B: Petition for Annexation



**EXHIBIT A**  
**LEGAL DESCRIPTION AND MAP OF AREA TO BE ANNEXED**

**Exhibit A**



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

0 270 540 1,080 Feet

Date: 5/2/2019

1 inch = 540 feet

**Bruce & Marilyn Baridon Property Description:**

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

**EXHIBIT B**  
**PETITION FOR ANNEXATION**

01596655-1\10283-165

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

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

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

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

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

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

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

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

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

Applicants

  
\_\_\_\_\_  
Bruce Baridon

  
\_\_\_\_\_  
Marilyn Baridon

01589673-1\10283-165

Prepared by: Maria E. Brownell, Ahlers & Cooney, P.C., 100 Court Avenue, Suite 600, Des Moines, IA 50309-2231  
Return to: City of Cedar Falls, City Clerk, 220 Clay St., Cedar Falls, IA 50613

**PRE-ANNEXATION AGREEMENT  
BETWEEN  
THE CITY OF CEDAR FALLS, IOWA  
AND  
DEBRA DREYER (KNUDTSON) AND SCOTT KNUDTSON**

This Pre-Annexation Agreement (the "Agreement"), dated for reference purposes the 7<sup>th</sup> day of June, 2019, is made and entered into by and between the City of Cedar Falls, Iowa ("City") and Debra Dreyer (n/k/a Debra Knudtson) and Scott Knudtson ("Owners").

WHEREAS, Owners are the legal owners of real estate legally described as:

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

and shown in Exhibit A attached hereto and incorporated herein by reference (the "Real Estate"); and

Whereas, as of the date of this Agreement, the Real Estate is not contiguous to the corporate city limits of the City of Cedar Falls, but is located within two (2) miles of the corporate city limits of the City of Cedar Falls and constitutes territory which may be annexed by City as provided in Iowa Code Chapter 368; and

Whereas, Owners desire to have the Real Estate annexed by City upon certain terms and conditions as hereinafter set forth; and

Whereas, notice of the proposed annexation shall be given to the parties legally required to be notified pursuant to Chapter 368 of the Iowa Code; and

Whereas, the City Council, after due and careful consideration, has concluded that the annexation of the Real Estate by City on the terms and conditions hereinafter set forth would further the growth of City, would provide for the harmonious development of City,

would enable City to control the development of the area and would serve the best interests of City.

**NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, IT IS HEREBY AGREED AS FOLLOWS:**

**SECTION 1. AGREEMENT PURSUANT TO IOWA CODE CHAPTER 368.** This Agreement is made pursuant to and in accordance with the provisions of Iowa Code Chapter 368. The foregoing preambles and recitations are made a part of this Agreement.

**SECTION 2. TERM.** The term of this Agreement is from the 1<sup>st</sup> day of June, 2019 until the annexation of the Real Estate to City is final.

**SECTION 3. PETITION FOR ANNEXATION.** Owners, upon execution of this Agreement, will submit to the City Clerk a Petition for Annexation of the Real Estate by City, in the form provided in Exhibit B. The City Clerk will file the Petition, submit it to the City Council for consideration at such time and under such circumstances as the City Council deems appropriate, and comply with the requirements of Iowa Code Chapter 368. Pursuant to Iowa Code § 368.7(1)(e), upon execution of this Agreement, Owners hereby waive the right to withdraw or rescind the Petition and hereby waive the right to withdraw their consent to the Petition and waive their right to object to annexation.

**SECTION 4. ADMINISTRATIVE COSTS.** City agrees to pay the administrative costs associated with the annexation of the Real Estate, which includes filing and recording costs.

**SECTION 5. TRANSITION OF CITY SHARE OF PROPERTY TAXES.** City agrees that the resolution approving the annexation application shall provide for the transition for the imposition of City taxes against the Real Estate. The Real Estate shall be entitled to the following partial exemption from taxation for City taxes for a period of ten (10) years following the final order of the City Development Board, if such annexation requires approval by the City Development Board, after the exhaustion of any and all appeals from the action of the Board by any person or the expiration of the time within which such appeals may be brought, approving the voluntary annexation of the property shown on Exhibit A:

1. For the first and second year, seventy-five percent (75%).
2. For the third and fourth year, sixty percent (60%).
3. For the fifth and sixth year, forty-five percent (45%).
4. For the seventh and eighth year, thirty percent (30%).
5. For the ninth and tenth year, fifteen percent (15%).



## **SECTION 6. CITY WATER SERVICES.**

6.1 Owners, Owners' heirs, successors and assigns, including but not limited to, the future owners of the Real Estate, may obtain City water services to the Real Estate at such time as the City constructs such facilities upon the street or other portion of right-of-way adjacent to the existing driveway easement serving the Real Estate or within a utility easement granted to the City.

6.2 If Owners obtain City water services prior to annexation, Owners shall pay the regular City water rate paid by all other City residents for such services.

6.3 If Owners, Owners' heirs, successors and assigns, including but not limited to the future owners of the Real Estate, own, operate, and maintain a private well or water system to supply water to the Real Estate, Owners, Owners' heirs, successors and assigns, including but not limited to the future owners of the Real Estate, shall be allowed to keep, maintain, and replace such well or water system upon annexation, if Owners, Owners' heirs, successors and assigns, including but not limited to the future owners of the Real Estate choose to do so, until such time as said well or water system becomes inoperable or the private water supply is no longer safe to consume. Owners shall be solely responsible for the testing of water supply and maintenance and containment of their private well or water supply in accordance with state law, City ordinances, and policies and resolutions of the board of trustees of Cedar Falls Utilities.

## **SECTION 7. OTHER CITY SERVICES.**

7.1 Owners, Owners' heirs, successors and assigns, including but not limited to, the future owners of the Real Estate, may obtain City sanitary sewer services to the Real Estate at such time as the City constructs such facilities upon the street or other portion of right-of-way adjacent to the existing driveway easement serving the Real Estate or within a sanitary sewer easement granted to the City. Upon annexation, the Real Estate shall be subject to the City stormwater management ordinances.

7.2 If Owners, Owners' heirs, successors and assigns, including but not limited to the future owners of the Real Estate, own, operate, and maintain a private septic sewage system to supply water to the Real Estate, Owners, Owners' heirs, successors and assigns, including but not limited to the future owners of the Real Estate, will be allowed to keep, maintain, and replace such septic system upon annexation, if Owners, Owners' heirs, successors and assigns, including but not limited to the future owners of the Real Estate choose to do so, until such time as said septic system becomes inoperable or is deemed a public health or safety hazard. Owners shall be solely responsible for all necessary inspections, treatment, disposal, and maintenance of their private septic sewage system.

7.3 During the development of the land adjacent to the Real Estate, the City agrees to make reasonable efforts to design and install landscaping on such adjacent land that will maintain a level of privacy substantially similar to the privacy currently enjoyed by the Real Estate so long as the City owns the adjacent land.. The City retains the discretion to determine what landscaping, if any, shall be designed and installed to achieve substantially similar privacy.

**SECTION 8. BINDING AGREEMENT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assignees and shall be recorded with the Real Estate and will apply to any subsequent plats and/or subdivisions of the Real Estate.

**SECTION 9. EFFECT OF INVALID PROVISION.** If any provision of this Agreement is held invalid, such invalidity shall not affect any of the other provisions contained herein.

**SECTION 10. DEFAULT.**

10.1 Failure by Owners to substantially observe or perform any material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement constitutes an Event of Default.

10.2 Whenever any Event of Default occurs and is continuing, City may take any one or more of the following actions after giving written notice to Owner of the Event of Default, but only if the Event of Default has not been cured within sixty (60) days following such notice, or if the Event of Default cannot be cured within sixty (60) days and Owners do not provide assurances to City that the Event of Default will be cured as soon as reasonably possible thereafter:

- (1) City may suspend any part of or all of its performance under this Agreement until it receives assurances from Owners, deemed adequate by City, that Owners will cure their default and continue their performance under this Agreement;
- (2) City may cancel and rescind this Agreement;
- (3) Owners will reimburse City for all amounts expended by City in connection with this Agreement, and City may take any action, including any legal action it deems necessary, to recover such amounts from Owners;
- (4) City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement or to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.

**SECTION 11. NOTICES.** Any notice to be delivered pursuant to the terms of this Agreement shall be delivered or mailed by certified mail, return receipt requested, to the respective parties at the following addresses:



If to City: City of Cedar Falls  
City Clerk  
220 Clay St.  
Cedar Falls, IA 50613

If to Owner: Debra and Scott Knudtson  
6321 Viking Road  
Cedar Falls, IA 50613

**SECTION 12. COUNCIL APPROVAL.** This Agreement is subject to final approval of the City Council of the City of Cedar Falls, Iowa in its sole discretion.

CITY OF CEDAR FALLS, IOWA

DEBRA AND  
SCOTT KNUDTSON

By: \_\_\_\_\_,  
\_\_\_\_\_, Mayor

By: Debra Knudtson

By: \_\_\_\_\_

ATTEST:

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

On this 7<sup>th</sup> day of June, 2019, before me, a Notary Public in and for said state, personally appeared Debra Knudtson and Scott Knudtson known to me to be the person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Saleta Sarajlija  
Notary Public in the State of Iowa

My Commission expires 6/1/22

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a Notary Public in and for said state personally appeared \_\_\_\_\_ known to me to be the person(s) named in and who executed the foregoing instrument, and acknowledge that they executed the same as their voluntary act and deed.

\_\_\_\_\_  
Notary Public in the State of Iowa

My Commission expires \_\_\_\_\_

## **ATTACHMENTS**

EXHIBIT A: Legal Description and Map of Area to be Annexed  
EXHIBIT B: Petition for Annexation

**EXHIBIT A**

**LEGAL DESCRIPTION AND MAP OF AREA TO BE ANNEXED**

# Exhibit A



## City of Cedar Falls, Iowa Voluntary Annexation Map

0 270 540 1,080 Feet

Date: 5/2/2019

1 inch = 540 feet

### Debra Dreyer & Scott Knudtson Property Description:

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

**EXHIBIT B**  
**PETITION FOR ANNEXATION**

01596633-1\10283-165



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

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

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

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

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

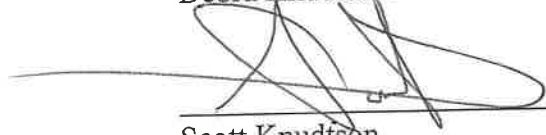
The above-described land does not include any railroad right-of-way. The above described land does not contain state-owned road right-of-way.

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

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

Applicants

  
\_\_\_\_\_  
Debra Knudtson

  
\_\_\_\_\_  
Scott Knudtson

Prepared by: Maria E. Brownell, Ahlers & Cooney, P.C., 100 Court Avenue, Suite 600, Des Moines, IA 50309-2231  
Return to: City of Cedar Falls, City Clerk, 220 Clay St., Cedar Falls, IA 50613

**PRE-ANNEXATION AGREEMENT  
BETWEEN  
THE CITY OF CEDAR FALLS, IOWA  
AND  
M. LATHON AND LINDA JERNIGAN**

This Pre-Annexation Agreement (the "Agreement"), dated for reference purposes the 3<sup>rd</sup> day of June, 2019, is made and entered into by and between the City of Cedar Falls, Iowa ("City") and M. Lathon and Linda Jernigan ("Owners").

WHEREAS, Owners are the legal owners of real estate legally described as:

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

and shown in Exhibit A attached hereto and incorporated herein by reference (the "Real Estate"); and

Whereas, as of the date of this Agreement, the Real Estate is not contiguous to the corporate city limits of the City of Cedar Falls, but is located within two (2) miles of the corporate city limits of the City of Cedar Falls and constitutes territory which may be annexed by City as provided in Iowa Code Chapter 368; and

Whereas, Owners desire to have the Real Estate annexed by City upon certain terms and conditions as hereinafter set forth; and

Whereas, notice of the proposed annexation shall be given to the parties legally required to be notified pursuant to Chapter 368 of the Iowa Code; and

Whereas, the City Council, after due and careful consideration, has concluded that the annexation of the Real Estate by City on the terms and conditions hereinafter set forth would further the growth of City, would provide for the harmonious development of City, would enable City to control the development of the area and would serve the best interests of City.



NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, IT IS HEREBY AGREED AS FOLLOWS:

**SECTION 1. AGREEMENT PURSUANT TO IOWA CODE CHAPTER 368.** This Agreement is made pursuant to and in accordance with the provisions of Iowa Code Chapter 368. The foregoing preambles and recitations are made a part of this Agreement.

**SECTION 2. TERM.** The term of this Agreement is from the 3<sup>rd</sup> day of June, 2019 until the annexation of the Real Estate to City is final.

**SECTION 3. PETITION FOR ANNEXATION.** Owners, upon execution of this Agreement, will submit to the City Clerk a Petition for Annexation of the Real Estate by City, in the form provided in Exhibit B. The City Clerk will file the Petition, submit it to the City Council for consideration at such time and under such circumstances as the City Council deems appropriate, and comply with the requirements of Iowa Code Chapter 368. Pursuant to Iowa Code § 368.7(1)(e), upon execution of this Agreement, Owners hereby waive the right to withdraw or rescind the Petition and hereby waive the right to withdraw their consent to the Petition and waive their right to object to annexation.

**SECTION 4. ADMINISTRATIVE COSTS.** City agrees to pay the administrative costs associated with the annexation of the Real Estate, which includes filing and recording costs.

**SECTION 5. TRANSITION OF CITY SHARE OF PROPERTY TAXES.** City agrees that the resolution approving the annexation application shall provide for the transition for the imposition of City taxes against the Real Estate. The Real Estate shall be entitled to the following partial exemption from taxation for City taxes for a period of ten (10) years following the final order of the City Development Board, if such annexation requires approval by the City Development Board, after the exhaustion of any and all appeals from the action of the Board by any person or the expiration of the time within which such appeals may be brought, approving the voluntary annexation of the property shown on Exhibit A:

1. For the first and second year, seventy-five percent (75%).
2. For the third and fourth year, sixty percent (60%).
3. For the fifth and sixth year, forty-five percent (45%).
4. For the seventh and eighth year, thirty percent (30%).
5. For the ninth and tenth year, fifteen percent (15%).

**SECTION 6. CITY WATER SERVICES.**

6.1 Owners, Owners' heirs, successors and assigns, including but not limited to, the future owners of the Real Estate, may obtain City water services to the Real Estate at such time as the City constructs such facilities upon the street or other portion of right-of-way adjacent to the lot line of the Real Estate.

6.2 If Owners obtain City water services prior to annexation, Owners shall pay the regular City water rate paid by all other City residents for such services.

6.3 If Owners, Owners' heirs, successors and assigns, including but not limited to the future owners of the Real Estate, own, operate, and maintain a private well or water system to supply water to the Real Estate, Owners, Owners' heirs, successors and assigns, including but not limited to the future owners of the Real Estate, shall be allowed to keep, maintain, and replace such well or water system upon annexation, if Owners, Owners' heirs, successors and assigns, including but not limited to the future owners of the Real Estate choose to do so, until such time as said well or water system becomes inoperable or the private water supply is no longer safe to consume. Owners shall be solely responsible for the testing of water supply and maintenance and containment of their private well or water supply in accordance with state law, City ordinances, and policies and resolutions of the board of trustees of Cedar Falls Utilities.

## **SECTION 7. OTHER CITY SERVICES.**

7.1 Owners, Owners' heirs, successors and assigns, including but not limited to, the future owners of the Real Estate, may obtain City sanitary sewer services to the Real Estate at such time as the City constructs such facilities upon the street or other portion of right-of-way adjacent to the lot line of the Real Estate. Upon annexation, the Real Estate shall be subject to the City stormwater management ordinances.

7.2 If Owners, Owners' heirs, successors and assigns, including but not limited to the future owners of the Real Estate, own, operate, and maintain a private septic sewage system to supply water to the Real Estate, Owners, Owners' heirs, successors and assigns, including but not limited to the future owners of the Real Estate, will be allowed to keep, maintain, and replace such septic system upon annexation, if Owners, Owners' heirs, successors and assigns, including but not limited to the future owners of the Real Estate choose to do so, until such time as said septic system becomes inoperable or is deemed a public health or safety hazard. Owners shall be solely responsible for all necessary inspections, treatment, disposal, and maintenance of their private septic sewage system.

7.3 During the development of the land adjacent to the Real Estate, the City agrees to make reasonable efforts to design and install landscaping on such adjacent land that will maintain a level of privacy substantially similar to the privacy currently enjoyed by the Real Estate so long as the City owns the adjacent land.. The City retains the discretion to determine what landscaping, if any, shall be designed and installed to achieve substantially similar privacy.

**SECTION 8. BINDING AGREEMENT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assignees and shall be recorded with the Real Estate and will apply to any subsequent plats and/or subdivisions of the Real Estate.

**SECTION 9. EFFECT OF INVALID PROVISION.** If any provision of this Agreement is held invalid, such invalidity shall not affect any of the other provisions contained herein.

## **SECTION 10. DEFAULT.**

10.1 Failure by Owners to substantially observe or perform any material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement constitutes an Event of Default.

10.2 Whenever any Event of Default occurs and is continuing, City may take any one or more of the following actions after giving written notice to Owner of the Event of Default, but only if the Event of Default has not been cured within sixty (60) days following such notice, or if the Event of Default cannot be cured within sixty (60) days and Owners do not provide assurances to City that the Event of Default will be cured as soon as reasonably possible thereafter:

- (1) City may suspend any part of or all of its performance under this Agreement until it receives assurances from Owners, deemed adequate by City, that Owners will cure their default and continue their performance under this Agreement;
- (2) City may cancel and rescind this Agreement;
- (3) Owners will reimburse City for all amounts expended by City in connection with this Agreement, and City may take any action, including any legal action it deems necessary, to recover such amounts from Owners;
- (4) City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement or to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.

**SECTION 11. NOTICES.** Any notice to be delivered pursuant to the terms of this Agreement shall be delivered or mailed by certified mail, return receipt requested, to the respective parties at the following addresses:

If to City:                      City of Cedar Falls  
   City Clerk  
   220 Clay St.  
   Cedar Falls, IA 50613

If to Owner:                    M. Lathon and Linda Jernigan  
   6415 Viking Road  
   Cedar Falls, IA 50613

**SECTION 12. COUNCIL APPROVAL.** This Agreement is subject to final approval of the City Council of the City of Cedar Falls, Iowa in its sole discretion.

CITY OF CEDAR FALLS, IOWA

M. LATHON AND LINDA JERNIGAN

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

By: M. Lathon Jernigan

By: Linda Jernigan

ATTEST:

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

On this 3 day of June, 2019, before me, a Notary Public in and for said state, personally appeared Linda Jernigan and M Lathon Jernigan known to me to be the person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



[Signature]  
Notary Public in the State of Iowa

My Commission expires 25 August, 2019

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a Notary Public in and for said state personally appeared \_\_\_\_\_ known to me to be the person(s) named in and who executed the foregoing instrument, and acknowledge that they executed the same as their voluntary act and deed.

\_\_\_\_\_  
Notary Public in the State of Iowa

My Commission expires \_\_\_\_\_

## **ATTACHMENTS**

EXHIBIT A: Legal Description and Map of Area to be Annexed  
EXHIBIT B: Petition for Annexation

**EXHIBIT A**

**LEGAL DESCRIPTION AND MAP OF AREA TO BE ANNEXED**





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

0 270 540 1,080 Feet

1 inch = 540 feet

**Lathon & Linda Jernigan Property Description:**

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

**EXHIBIT B**  
**PETITION FOR ANNEXATION**

01596651-1\10283-165



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

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

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

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

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

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

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

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

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

Applicants

  
M. Lathon Jernigan

  
Linda Jernigan

Prepared by: Maria E. Brownell, Ahlers & Cooney, P.C., 100 Court Avenue, Suite 600, Des Moines, IA 50309-2231  
Return to: City of Cedar Falls, City Clerk, 220 Clay St., Cedar Falls, IA 50613

**PRE-ANNEXATION AGREEMENT  
BETWEEN  
THE CITY OF CEDAR FALLS, IOWA  
AND  
MARVIN AND JEAN MC ELVAIN**

This Pre-Annexation Agreement (the "Agreement"), dated for reference purposes the 30 day of May, 2011, is made and entered into by and between the City of Cedar Falls, Iowa ("City") and Marvin and Jean Mc Elvain ("Owners").

WHEREAS, Owners are the legal owners of real estate legally described as:

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

and shown in Exhibit A attached hereto and incorporated herein by reference (the "Real Estate"); and

Whereas, as of the date of this Agreement, the Real Estate is not contiguous to the corporate city limits of the City of Cedar Falls, but is located within two (2) miles of the corporate city limits of the City of Cedar Falls and constitutes territory which may be annexed by City as provided in Iowa Code Chapter 368; and

Whereas, Owners desire to have the Real Estate annexed by City upon certain terms and conditions as hereinafter set forth; and

Whereas, notice of the proposed annexation shall be given to the parties legally required to be notified pursuant to Chapter 368 of the Iowa Code; and

Whereas, the City Council, after due and careful consideration, has concluded that the annexation of the Real Estate by City on the terms and conditions hereinafter set forth would further the growth of City, would provide for the harmonious development of City,

would enable City to control the development of the area and would serve the best interests of City.

**NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, IT IS HEREBY AGREED AS FOLLOWS:**

**SECTION 1. AGREEMENT PURSUANT TO IOWA CODE CHAPTER 368.** This Agreement is made pursuant to and in accordance with the provisions of Iowa Code Chapter 368. The foregoing preambles and recitations are made a part of this Agreement.

**SECTION 2. TERM.** The term of this Agreement is from the 30 day of May, 20\_\_ until the annexation of the Real Estate to City is final.

**SECTION 3. PETITION FOR ANNEXATION.** Owners, upon execution of this Agreement, will submit to the City Clerk a Petition for Annexation of the Real Estate by City, in the form provided in Exhibit B. The City Clerk will file the Petition, submit it to the City Council for consideration at such time and under such circumstances as the City Council deems appropriate, and comply with the requirements of Iowa Code Chapter 368. Pursuant to Iowa Code § 368.7(1)(e), upon execution of this Agreement, Owners hereby waive the right to withdraw or rescind the Petition and hereby waive the right to withdraw their consent to the Petition and waive their right to object to annexation.

**SECTION 4. ADMINISTRATIVE COSTS.** City agrees to pay the administrative costs associated with the annexation of the Real Estate, which includes filing and recording costs.

**SECTION 5. TRANSITION OF CITY SHARE OF PROPERTY TAXES.** City agrees that the resolution approving the annexation application shall provide for the transition for the imposition of City taxes against the Real Estate. The Real Estate shall be entitled to the following partial exemption from taxation for City taxes for a period of ten (10) years following the final order of the City Development Board, if such annexation requires approval by the City Development Board, after the exhaustion of any and all appeals from the action of the Board by any person or the expiration of the time within which such appeals may be brought, approving the voluntary annexation of the property shown on Exhibit A:

1. For the first and second year, seventy-five percent (75%).
2. For the third and fourth year, sixty percent (60%).
3. For the fifth and sixth year, forty-five percent (45%).
4. For the seventh and eighth year, thirty percent (30%).
5. For the ninth and tenth year, fifteen percent (15%).

## **SECTION 6. CITY WATER SERVICES.**

6.1 Owners, Owners' heirs, successors and assigns, including but not limited to, the future owners of the Real Estate, may obtain City water services to the Real Estate at such time as the City constructs such facilities upon the street or other portion of right-of-way adjacent to the lot line of the Real Estate.

6.2 If Owners obtain City water services prior to annexation, Owners shall pay the regular City water rate paid by all other City residents for such services.

6.3 If Owners, Owners' heirs, successors and assigns, including but not limited to the future owners of the Real Estate, own, operate, and maintain a private well or water system to supply water to the Real Estate, Owners, Owners' heirs, successors and assigns, including but not limited to the future owners of the Real Estate, shall be allowed to keep, maintain, and replace such well or water system upon annexation, if Owners, Owners' heirs, successors and assigns, including but not limited to the future owners of the Real Estate choose to do so, until such time as said well or water system becomes inoperable or the private water supply is no longer safe to consume. Owners shall be solely responsible for the testing of water supply and maintenance and containment of their private well or water supply in accordance with state law, City ordinances, and policies and resolutions of the board of trustees of Cedar Falls Utilities.

## **SECTION 7. OTHER CITY SERVICES.**

7.1 Owners, Owners' heirs, successors and assigns, including but not limited to, the future owners of the Real Estate, may obtain City sanitary sewer services to the Real Estate at such time as the City constructs such facilities upon the street or other portion of right-of-way adjacent to the lot line of the Real Estate. Upon annexation, the Real Estate shall be subject to the City stormwater management ordinances.

7.2 If Owners, Owners' heirs, successors and assigns, including but not limited to the future owners of the Real Estate, own, operate, and maintain a private septic sewage system to supply water to the Real Estate, Owners, Owners' heirs, successors and assigns, including but not limited to the future owners of the Real Estate, will be allowed to keep, maintain, and replace such septic system upon annexation, if Owners, Owners' heirs, successors and assigns, including but not limited to the future owners of the Real Estate choose to do so, until such time as said septic system becomes inoperable or is deemed a public health or safety hazard. Owners shall be solely responsible for all necessary inspections, treatment, disposal, and maintenance of their private septic sewage system.

7.3 During the development of the land adjacent to the Real Estate, the City agrees to make reasonable efforts to design and install landscaping on such adjacent land that will maintain a level of privacy substantially similar to the privacy currently enjoyed by the Real Estate so long as the City owns the adjacent land.. The City retains the discretion to determine what landscaping, if any, shall be designed and installed to achieve substantially similar privacy.

**SECTION 8. BINDING AGREEMENT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assignees and shall be recorded with the Real Estate and will apply to any subsequent plats and/or subdivisions of the Real Estate.

**SECTION 9. EFFECT OF INVALID PROVISION.** If any provision of this Agreement is held invalid, such invalidity shall not affect any of the other provisions contained herein.

**SECTION 10. DEFAULT.**

10.1 Failure by Owners to substantially observe or perform any material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement constitutes an Event of Default.

10.2 Whenever any Event of Default occurs and is continuing, City may take any one or more of the following actions after giving written notice to Owner of the Event of Default, but only if the Event of Default has not been cured within sixty (60) days following such notice, or if the Event of Default cannot be cured within sixty (60) days and Owners do not provide assurances to City that the Event of Default will be cured as soon as reasonably possible thereafter:

- (1) City may suspend any part of or all of its performance under this Agreement until it receives assurances from Owners, deemed adequate by City, that Owners will cure their default and continue their performance under this Agreement;
- (2) City may cancel and rescind this Agreement;
- (3) Owners will reimburse City for all amounts expended by City in connection with this Agreement, and City may take any action, including any legal action it deems necessary, to recover such amounts from Owners;
- (4) City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement or to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.

**SECTION 11. NOTICES.** Any notice to be delivered pursuant to the terms of this Agreement shall be delivered or mailed by certified mail, return receipt requested, to the respective parties at the following addresses:

If to City: City of Cedar Falls  
City Clerk  
220 Clay St.  
Cedar Falls, IA 50613

If to Owner: Marvin and Jean Mc Elvain  
6211 Viking Road  
Cedar Falls, IA 50613

**SECTION 12. COUNCIL APPROVAL.** This Agreement is subject to final approval of the City Council of the City of Cedar Falls, Iowa in its sole discretion.



CITY OF CEDAR FALLS, IOWA

MARVIN AND JEAN MC ELVAIN

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

By: \_\_\_\_\_

By: \_\_\_\_\_

ATTEST:

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

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a Notary Public in and for said state, personally appeared \_\_\_\_\_ and \_\_\_\_\_ known to me to be the person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

\_\_\_\_\_  
Notary Public in the State of Iowa

My Commission expires \_\_\_\_\_

On this 30<sup>th</sup> day of May, 2019, before me, a Notary Public in and for said state personally appeared Marvin & Jean McElvain known to me to be the person(s) named in and who executed the foregoing instrument, and acknowledge that they executed the same as their voluntary act and deed.



\_\_\_\_\_  
Notary Public in the State of Iowa

My Commission expires May 28, 2021

## **ATTACHMENTS**

EXHIBIT A: Legal Description and Map of Area to be Annexed

EXHIBIT B: Petition for Annexation



**EXHIBIT A**  
**LEGAL DESCRIPTION AND MAP OF AREA TO BE ANNEXED**

# Exhibit A



## City of Cedar Falls, Iowa Voluntary Annexation Map

0 270 540 1,080 Feet

1 inch = 540 feet

Date: 5/2/2019

### Marvin & Jean McElvain Property Description:

East 280 feet of the West 1,083 feet of the North 253 feet of the Northeast Quarter of Section 34, Township 69, Range 14 West of the 5th P.M., Black Hawk County, Iowa.

**EXHIBIT B**  
**PETITION FOR ANNEXATION**

01596640-1\10283-165

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

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

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

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

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

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

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

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

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

Applicants

  
Marvin Mc Elvain

  
Jean Mc Elvain

Prepared by: Maria E. Brownell, Ahlers & Cooney, P.C., 100 Court Avenue, Suite 600, Des Moines, IA 50309-2231  
Return to: City of Cedar Falls, City Clerk, 220 Clay St., Cedar Falls, IA 50613

**PRE-ANNEXATION AGREEMENT  
BETWEEN  
THE CITY OF CEDAR FALLS, IOWA  
AND  
JACOB AND JESSICA NAUHOLZ**

This Pre-Annexation Agreement (the "Agreement"), dated for reference purposes the 3<sup>rd</sup> day of June, 2019, is made and entered into by and between the City of Cedar Falls, Iowa ("City") and Jacob and Jessica Nauholz ("Owners").

WHEREAS, Owners are the legal owners of real estate legally described as:

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

and shown in Exhibit A attached hereto and incorporated herein by reference (the "Real Estate"); and

Whereas, as of the date of this Agreement, the Real Estate is not contiguous to the corporate city limits of the City of Cedar Falls, but is located within two (2) miles of the corporate city limits of the City of Cedar Falls and constitutes territory which may be annexed by City as provided in Iowa Code Chapter 368; and

Whereas, Owners desire to have the Real Estate annexed by City upon certain terms and conditions as hereinafter set forth; and

Whereas, notice of the proposed annexation shall be given to the parties legally required to be notified pursuant to Chapter 368 of the Iowa Code; and

Whereas, the City Council, after due and careful consideration, has concluded that the annexation of the Real Estate by City on the terms and conditions hereinafter set forth would further the growth of City, would provide for the harmonious development of City, would enable City to control the development of the area and would serve the best interests of City.



**NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, IT IS HEREBY AGREED AS FOLLOWS:**

**SECTION 1. AGREEMENT PURSUANT TO IOWA CODE CHAPTER 368.** This Agreement is made pursuant to and in accordance with the provisions of Iowa Code Chapter 368. The foregoing preambles and recitations are made a part of this Agreement.

**SECTION 2. TERM.** The term of this Agreement is from the 3<sup>rd</sup> day of June, 2019 until the annexation of the Real Estate to City is final.

**SECTION 3. PETITION FOR ANNEXATION.** Owners, upon execution of this Agreement, will submit to the City Clerk a Petition for Annexation of the Real Estate by City, in the form provided in Exhibit B. The City Clerk will file the Petition, submit it to the City Council for consideration at such time and under such circumstances as the City Council deems appropriate, and comply with the requirements of Iowa Code Chapter 368. Pursuant to Iowa Code § 368.7(1)(e), upon execution of this Agreement, Owners hereby waive the right to withdraw or rescind the Petition and hereby waive the right to withdraw their consent to the Petition and waive their right to object to annexation.

**SECTION 4. ADMINISTRATIVE COSTS.** City agrees to pay the administrative costs associated with the annexation of the Real Estate, which includes filing and recording costs.

**SECTION 5. TRANSITION OF CITY SHARE OF PROPERTY TAXES.** City agrees that the resolution approving the annexation application shall provide for the transition for the imposition of City taxes against the Real Estate. The Real Estate shall be entitled to the following partial exemption from taxation for City taxes for a period of ten (10) years following the final order of the City Development Board, if such annexation requires approval by the City Development Board, after the exhaustion of any and all appeals from the action of the Board by any person or the expiration of the time within which such appeals may be brought, approving the voluntary annexation of the property shown on Exhibit A:

1. For the first and second year, seventy-five percent (75%).
2. For the third and fourth year, sixty percent (60%).
3. For the fifth and sixth year, forty-five percent (45%).
4. For the seventh and eighth year, thirty percent (30%).
5. For the ninth and tenth year, fifteen percent (15%).

**SECTION 6. CITY WATER SERVICES.**

6.1 Owners, Owners' heirs, successors and assigns, including but not limited to, the future owners of the Real Estate, may obtain City water services to the Real Estate at such time as the City constructs such facilities upon the street or other portion of right-of-way adjacent to the lot line of the Real Estate.

6.2 If Owners obtain City water services prior to annexation, Owners shall pay the regular City water rate paid by all other City residents for such services.

6.3 If Owners, Owners' heirs, successors and assigns, including but not limited to the future owners of the Real Estate, own, operate, and maintain a private well or water system to supply water to the Real Estate, Owners, Owners' heirs, successors and assigns, including but not limited to the future owners of the Real Estate, shall be allowed to keep, maintain, and replace such well or water system upon annexation, if Owners, Owners' heirs, successors and assigns, including but not limited to the future owners of the Real Estate choose to do so, until such time as said well or water system becomes inoperable or the private water supply is no longer safe to consume. Owners shall be solely responsible for the testing of water supply and maintenance and containment of their private well or water supply in accordance with state law, City ordinances, and policies and resolutions of the board of trustees of Cedar Falls Utilities.

## **SECTION 7. OTHER CITY SERVICES.**

7.1 Owners, Owners' heirs, successors and assigns, including but not limited to, the future owners of the Real Estate, may obtain City sanitary sewer services to the Real Estate at such time as the City constructs such facilities upon the street or other portion of right-of-way adjacent to the lot line of the Real Estate. Upon annexation, the Real Estate shall be subject to the City stormwater management ordinances.

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7.3 During the development of the land adjacent to the Real Estate, the City agrees to make reasonable efforts to design and install landscaping on such adjacent land that will maintain a level of privacy substantially similar to the privacy currently enjoyed by the Real Estate so long as the City owns the adjacent land.. The City retains the discretion to determine what landscaping, if any, shall be designed and installed to achieve substantially similar privacy.

**SECTION 8. BINDING AGREEMENT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assignees and shall be recorded with the Real Estate and will apply to any subsequent plats and/or subdivisions of the Real Estate.

**SECTION 9. EFFECT OF INVALID PROVISION.** If any provision of this Agreement is held invalid, such invalidity shall not affect any of the other provisions contained herein.

## **SECTION 10. DEFAULT.**

10.1 Failure by Owners to substantially observe or perform any material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement constitutes an Event of Default.

10.2 Whenever any Event of Default occurs and is continuing, City may take any one or more of the following actions after giving written notice to Owner of the Event of Default, but only if the Event of Default has not been cured within sixty (60) days following such notice, or if the Event of Default cannot be cured within sixty (60) days and Owners do not provide assurances to City that the Event of Default will be cured as soon as reasonably possible thereafter:

- (1) City may suspend any part of or all of its performance under this Agreement until it receives assurances from Owners, deemed adequate by City, that Owners will cure their default and continue their performance under this Agreement;
- (2) City may cancel and rescind this Agreement;
- (3) Owners will reimburse City for all amounts expended by City in connection with this Agreement, and City may take any action, including any legal action it deems necessary, to recover such amounts from Owners;
- (4) City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement or to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.

**SECTION 11. NOTICES.** Any notice to be delivered pursuant to the terms of this Agreement shall be delivered or mailed by certified mail, return receipt requested, to the respective parties at the following addresses:

If to City:                      City of Cedar Falls  
   City Clerk  
   220 Clay St.  
   Cedar Falls, IA 50613

If to Owner:                    Jacob and Jessica Nauholz  
   6421 Viking Road  
   Cedar Falls, IA 50613

**SECTION 12. COUNCIL APPROVAL.** This Agreement is subject to final approval of the City Council of the City of Cedar Falls, Iowa in its sole discretion.



CITY OF CEDAR FALLS, IOWA

JACOB AND JESSICA NAUHOLZ

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

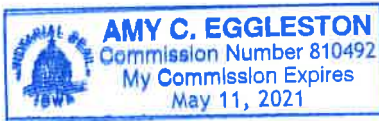
By: *Jacob Nauholtz*

By: *Jessica Nauholtz*

ATTEST:

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

On this 3 day of June, 2019, before me, a Notary Public in and for said state, personally appeared Jacob Nauholtz and Jessica Nauholtz known to me to be the person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



*Amy C. Eggleston*  
Notary Public in the State of Iowa

My Commission expires May 11, 2021

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a Notary Public in and for said state personally appeared \_\_\_\_\_ known to me to be the person(s) named in and who executed the foregoing instrument, and acknowledge that they executed the same as their voluntary act and deed.

\_\_\_\_\_  
Notary Public in the State of Iowa

My Commission expires \_\_\_\_\_

## **ATTACHMENTS**

EXHIBIT A: Legal Description and Map of Area to be Annexed  
EXHIBIT B: Petition for Annexation

**EXHIBIT A**

**LEGAL DESCRIPTION AND MAP OF AREA TO BE ANNEXED**



**Jacob & Jessica Nauholz Property:**

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

**EXHIBIT B**  
**PETITION FOR ANNEXATION**

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

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

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

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

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

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

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

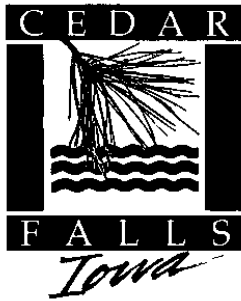
The above-described land is within the urbanized area of the City of Hudson, Iowa.

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

Applicants

  
\_\_\_\_\_  
Jacob Nauholz

  
\_\_\_\_\_  
Jessica Nauholz



## DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-273-8600  
Fax: 319-273-8610  
[www.cedarfalls.com](http://www.cedarfalls.com)

### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** Shane Graham, Economic Development Coordinator  
**DATE:** June 13, 2019  
**SUBJECT:** Proposed Resolution Appointing Susan deBuhr as Representative for Annexation Consultation

In January 2019, City Council approved the purchase of 200 acres of farm ground located just outside of the city limits of Cedar Falls, for the purpose of expanding the Cedar Falls Industrial Park. That property is located just west of the current industrial park, south of Viking Road, and east of S. Union Road. The City would like to begin voluntary annexation proceedings in order to bring this property into the City of Cedar Falls. The City of Cedar Falls owns a total of seven (7) parcels of land that will be part of the voluntary annexation. Six of those parcels are the farm ground parcels that the City recently acquired to expand the industrial park, and one parcel is the Cedar Falls Utilities' substation (which is owned by the City of Cedar Falls). Also to be included in the voluntary annexation are seven (7) residential properties located along the south side of Viking Road. These properties will be included in the annexation to create a more uniform city limit boundary. In addition to creating a more uniform boundary, the private property owners would like to be included in the annexation territory in order to receive city amenities such as police and fire protection, garbage collection services, utilities such as gas, water and sanitary sewer, and an urbanized street including curb and gutter. None of the aforementioned amenities are available to those properties currently.

One of the first steps in the annexation process is to hold a consultation meeting on the proposed annexation between the annexing city and the county and township that contains the territory to be annexed. The proposed area to be annexed is located within Black Hawk County, and within Cedar Falls Township, so the consultation meeting will be held with representatives from the Black Hawk County Board of Supervisors and the Cedar Falls Township Trustees. Also, an appointed representative of the Cedar Falls City Council may also participate in the consultation meeting on behalf of the City.

Attached please find a proposed City Council Resolution approving the Mayor's appointment of City Council member Susan deBuhr as the Cedar Falls representative for the consultation with representatives of the Black Hawk County Board of Supervisors and Cedar Falls Township Trustees.

The Community Development Department recommends that the City Council adopt and approve the following:

1. Resolution appointing representative of the City of Cedar Falls for consultation meeting for Voluntary Annexation of Real Estate to the City of Cedar Falls, Iowa.

If you have any questions regarding this project, please feel free to let me know.

xc: Ron Gaines, P.E., City Administrator  
Kevin Rogers, City Attorney



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

**RESOLUTION APPOINTING REPRESENTATIVE OF THE CITY  
OF CEDAR FALLS FOR CONSULTATION MEETING FOR  
VOLUNTARY ANNEXATION OF REAL ESTATE TO THE CITY  
OF CEDAR FALLS, IOWA**

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has received applications for the voluntary annexation to the City of Cedar Falls, Iowa, of certain real estate within the urbanized territory of another city; and

WHEREAS, pursuant to Iowa Code Chapter 368, a consultation on the proposed annexation is to be held between the annexing city and the county and the township that contains the territory to be annexed; and

WHEREAS, an appointed representative of the Cedar Falls City Council may participate in the consultation with representatives of the Black Hawk County Board of Supervisors and the Trustees of Cedar Falls Township on behalf of the city council; and

WHEREAS, Mayor James P. Brown has appointed Cedar Falls City Council member Susan deBuhr as a representative of the City of Cedar Falls to participate in said consultation, and the City Council deems it to be in the best interests of the City of Cedar Falls to approve said appointment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that the Mayor's appointment of Cedar Falls City Council member Susan deBuhr as a representative of the City of Cedar Falls to participate in the consultation with representatives of the Black Hawk County Board of Supervisors and the Cedar Falls Township Trustees, be and the same is hereby approved.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

(SEAL)

ATTEST:

\_\_\_\_\_  
Jacqueline Daniels, MMC, City Clerk



## DEPARTMENT OF COMMUNITY DEVELOPMENT

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### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** David Sturch, Planner III  
**DATE:** June 12, 2019  
**SUBJECT:** Panther Lane Parking Restriction

Staff presented a parking restriction on Panther Lane at the May 6<sup>th</sup> Council Committee of the Whole. This was in response to a survey that staff sent to every property owner along Panther Lane from the pedestrian bridge to its southern terminus. The response of the survey indicated that the majority does not want a parking restriction placed on Panther Lane. However, at the north end of the street, there is an existing parking restriction on the east side from University Avenue to Starview Drive and the adjacent property owners requested to extend a parking restriction on the east side from Starview Drive to Springbrook Drive.

When an on-street parking restriction request is reviewed, there are several factors to consider that include width of the roadway, sight visibility, level of neighborhood support, traffic volumes, speed and crash history. The Department of Community Development reviewed the existing conditions on this section of Panther Lane and offers the following observations.

- The roadway is a standard 31 foot pavement that is wide enough for parking on both sides of the street that will accommodate a through movement of vehicles in both directions.
- Reviewing the crash data, there have been minor property damage reports over the past 10 years in the neighborhood, but no accidents on Panther Lane.
- The north end of Panther Lane terminates at the pedestrian bridge. There are no sidewalks in this area and pedestrians use the street to access the bridge and cross Dry Run Creek.
- There is support to extend the parking restriction on the east side of Panther Lane to Springbrook Drive.

Based on the motion from the City Council Committee of the Whole meeting on May 6<sup>th</sup>, the attached ordinance signifies a parking restriction on the east side of Panther Lane. The Department of Community Development recommends adding a parking restriction for no parking on the east side of Panther Lane from Starview Drive to Springbrook Drive.

If you have any questions, please contact the Planning and Community Services office.

**ORDINANCE NO.**

AN ORDINANCE AMENDING SECTION 23-376, PARKING PROHIBITED ON SPECIFIC STREETS, OF DIVISION 1, GENERALLY, OF ARTICLE IV, STOPPING, STANDING AND PARKING, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, BY AMENDING A PROVISION PROHIBITING PARKING ON PORTIONS OF PANTHER LANE, CONTAINED IN SECTION 23-376, PARKING PROHIBITED ON SPECIFIC STREETS.

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

The subsection prohibiting parking on portions of Panther Lane contained in Section 23-376, of Division 1, Generally, of Article IV, Stopping, Standing and Parking, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, and a new subsection prohibiting parking on portions of Panther Lane contained in Section 23-376, Parking prohibited on specific streets, is enacted in lieu thereof, as follows:

<i>Street</i>	<i>Portion Where Parking Prohibited</i>
Panther Lane	On the east side from University Avenue to Springbrook Drive.
	On the west side from the south curb line of University Avenue to the north curb line of the south leg of Starbeck Circle.
	On the west side from the south curb line of Starview Drive south a distance of 40 feet.

INTRODUCED: \_\_\_\_\_

PASSED 1<sup>st</sup> CONSIDERATION: \_\_\_\_\_

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

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

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

ATTEST:

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

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