



**AGENDA  
CITY OF CEDAR FALLS, IOWA  
CITY COUNCIL MEETING  
MONDAY, DECEMBER 03, 2018  
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 November 19, 2018.

**Agenda Revisions**

**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.)

2. Receive and file the report of the Mayor relative to the appointment of the Mayor Pro Tem and Chair of the Administration Committee for 2019.
3. Approve the following recommendations of the Mayor relative to the appointment of members to Boards and Commissions:
  - a) Susan deBuhr, Board of Appeals, Boards of Electrical, Mechanical & Plumbing Appeals, terms ending 12/31/2019.
  - b) Rick Dumler, Board of Electrical Appeals, term ending 12/31/2022.
  - c) Steve Broell, Board of Mechanical Appeals, term ending 12/31/2022.
  - d) Todd Gebhardt, Board of Plumbing Appeals, term ending 12/31/2022.
  - e) Helen Pearce, Housing Commission, term ending 12/31/2020.
  - f) Lindsay Pieters, Housing Commission, term ending 12/31/2020.
  - g) Don Timmerman, Housing Commission, term ending 12/31/2020.
  - h) Kyle Larson, Planning & Zoning Commission, term ending 11/01/2023.
4. Receive and file the Committee of the Whole minutes of November 19, 2018 relative to the following items:
  - a) Planning & Zoning Commission Interview - Kyle Larson.
  - b) Greater Cedar Valley Alliance Update.
  - c) FY2018 Audit Report.
  - d) Bills & Payroll.
5. Receive and file the City Council Work Session minutes of November 19, 2018.
6. Receive and file Departmental Monthly Reports of October 2018.
7. Receive and file a communication from the Civil Service Commission relative to a certified list for the position of Public Safety Officer.
8. Approve the following applications for liquor licenses:
  - a) Cedar Falls Woman's Club, 304 Clay Street, Special Class C liquor - renewal.
  - b) Rancho Chico, 618 Brandilynn Boulevard #104, Class C Liquor - renewal.
  - c) Sharky's Fun House, 2223 College Street, Class C liquor & outdoor service - renewal.
  - d) The Brown Bottle, 1111 Center Street, Class C liquor & outdoor service - renewal.
  - e) Urban Pie, 200 State Street, Class C liquor & outdoor service - renewal.

- f) Bani's, 2128 College Street, Class E liquor - renewal.
- g) Barmuda Distribution, 6027 University Avenue, Class E liquor - renewal.

**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.)

- [9.](#) Resolution approving and accepting a Warranty Deed and Flood Mitigation Deed Restriction, in Conjunction with the Northern Cedar Falls Flood Buyout Program.
- [10.](#) Resolution approving and authorizing execution of eleven leases relative to property vacated by the 2008 flood buyout programs.
- [11.](#) Resolution approving and authorizing execution of an agreement with Waterloo-Cedar Falls Umpires Association relative to the provisions of umpiring services for the 2019-2021 seasons.
- [12.](#) Resolution approving and authorizing execution of an Agreement for the Use of the State or Local Overtime and Authorized Expense/Strategic Initiative Program for Organized Crime Drug Enforcement Task Forces (OCDETF) for FY2019.
- [13.](#) Resolution approving and authorizing execution of five Owner Purchase Agreements and three Tenant Purchase Agreements, and approving and accepting two Public Utility Easements and four Owner's Temporary Grading Easements, in conjunction with the West 1st Street Reconstruction Project.
- [14.](#) Approving the Certificate of Completion and accepting the work of Vieth Construction Corporation for the 2017 Permeable Alley Project.
- [15.](#) Resolution approving and authorizing Change Order No. 3 to the contract with Iowa Bridge & Culvert, LC for the 2017 Levee/Floodwall System Improvements Project.
- [16.](#) Resolution approving and authorizing execution of a Professional Service Agreement with Clapsaddle-Garber Associates, Inc. for the Lakeshore Storm Sewer Analysis.
- [17.](#) Resolution approving and authorizing execution of an Easement Agreement with Hi Yield, LLC and DBD Investments, LLC for installation and maintenance of a private sanitary sewer connection for 924 Viking Road.
- [18.](#) Resolution approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with Six Kids, LLC relative to a post-construction stormwater management plan for 1402 Technology Parkway.
- [19.](#) Resolution approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with ACOH, LLC relative to a post-construction stormwater management plan for 6601 Development Drive.
- [20.](#) Resolution approving and authorizing execution of a Change of Work Order No. 3 to the contract with Peterson Contractors, Inc. relative to the 2018 Street Construction Project.
- [21.](#) Resolution approving a Central Business District Overlay Zoning District site plan for façade improvements at 209 State Street.
- [22.](#) Resolution approving and authorizing execution of a Proposal for Asbestos Removal and Proposed Form of Contract with Advanced Environmental Testing and Abatement, in conjunction with the Northern Cedar Falls Flood Buyout Program.
- [23.](#) Resolution approving a PC-2, Planned Commercial Zoning District site plan for construction of a retail/professional office building at 936 Viking Road.

- [24.](#) Resolution approving and authorizing execution of a HWY-1 Highway Commercial Zoning District Development Agreement with VEREIT Real Estate, L.P., Mills Properties, LLC, and Midland Atlantic Development Company, LLC relative to a commercial development in the southwest corner of Highway 58 and West Ridgeway Avenue.
- [25.](#) Resolution approving and authorizing execution of a Professional Service Agreement with Snyder & Associates, Inc. relative to engineering services.

#### **Allow Bills and Payroll**

- [26.](#) Allow Bills and Payroll of December 3, 2018.

#### **City Council Referrals**

- [27.](#) Refer to the Committee of the Whole a request for preparation of a proposal and timeline for creation of a Five-Year Public Safety Strategic Plan, to be adopted no later than December 2, 2019.

#### **City Council Updates**

#### **Executive Session**

28. Executive Session to discuss Property Acquisition per Iowa Code Section 21.5(1)(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property, following Public Forum.

**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, NOVEMBER 19, 2018  
REGULAR MEETING, CITY COUNCIL  
MAYOR JAMES P. BROWN PRESIDING**

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

- 52097 - It was moved by Kruse and seconded by Blanford that the minutes of the Regular Meeting of November 5, 2018 be approved as presented and ordered of record. Motion carried unanimously.
- 52098 - Public Safety Services Director Olson provided introductions and Mayor Brown proceeded with the Administration of Oath to new Public Safety Officers Austin Lechtenberg and Scott Dougan.
- 52099 - It was moved by Darrah and seconded by Kruse that Ordinance #2934, amending Section 29-107 of the Code of Ordinances by removing property located at the north end of Lakeshore Drive from A-1, Agricultural District, and placing the same in R-1, Residence District, be passed upon its third and final consideration. The Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried. The Mayor then declared Ordinance #2934 duly passed and adopted.
- 52100 - It was moved by Kruse and seconded by Wieland that Resolution #21,335, approving the preliminary plat of Park Ridge Estates Subdivision, be adopted. Following comments and questions by James Hancock, 821 Lakeshore Drive, Tamie Stahl, 1009 Lakeshore Drive, and Councilmembers Kruse, Green, Miller, deBuhr, Darrah and Wieland, and responses by Community Development Director Sheetz, City Administrator Gaines and City Engineer Resler and Community Services Manager Howard, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Abstain: Miller. Motion carried. The Mayor then declared Resolution #21,335 duly passed and adopted.
- 52101 - It was moved by Miller and seconded by Blanford that the following items and recommendations on the Consent Calendar be received, filed and approved:
- Receive and file the following resignations:
- (a) Joni Krejchi, Art & Culture Board.
  - (b) Steven Schofield, Visitors & Tourism Board.

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

- (a) Kendra Wohlert, Art & Culture Board, term ending 07/01/2021.
- (b) Meridith Main, Historic Preservation Commission, term ending 03/31/2020.

Approve a request for street closures for Holiday Hoopla on November 23, 2018.

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

- (a) Fareway Store, 4500 South Main Street.
- (b) Five Corners Liquor & Wine, 809 East 18th Street.

Approve the following applications for beer permits and liquor licenses:

- (a) Hansen's Dairy, 123 East 18th Street, Class C beer & Class B native wine - renewal.
- (b) Famous Dave's, 6222 University Avenue, Class C liquor - renewal.
- (c) Fareway Store, 4500 South Main Street, Class E liquor - new.
- (d) Five Corners Liquor & Wine, 809 East 18th Street, Class E liquor - new.

Motion carried unanimously.

52102 - It was moved by Miller and seconded by Wieland that the following resolutions be introduced and adopted:

Resolution #21,336, approving and adopting Summary Plan Descriptions for the City of Cedar Falls Employee Health Benefit Plan.

Resolution #21,337, approving and adopting Summary Plan Description for the City of Cedar Falls Employee Dental Plan.

Resolution #21,338, levying a final assessment for costs incurred by the City to mow the property located at 2208 Coventry Lane.

Resolution #21,339, levying a final assessment for costs incurred by the City to mow and clear vegetation on the property located at 2013 Maplewood Drive.

Resolution #21,340, levying a final assessment for costs incurred by the City to mow the property located at the northeast corner of Lincoln and Greeley Streets.

Resolution #21,341, approving and authorizing execution of an agreement with CivicPlus for the City's new custom mobile app.

Resolution #21,342, approving and authorizing execution of an Agreement for Development of a Strategic Plan for the Cedar Falls Tourism and Visitors Bureau with the University of Northern Iowa Institute of Decision Making.

Resolution #21,343, approving and authorizing execution of five Owner Purchase Agreements and eight Tenant Purchase Agreements, and approving and accepting five Public Utility Easements and five Owner's Temporary Grading Easements, in conjunction with the West 1st Street Reconstruction Project.

Resolution #21,344, approving a Central Business District Overlay Zoning District site plan for renovations at 312 Main Street.

Resolution #21,345, approving a College Hill Neighborhood District Overlay Zoning District site plan for facade improvements at 917 West 23rd Street.

Resolution #21,346, approving and authorizing execution of an Offer to Buy Real Estate and Acceptance for 73.65 acres, more or less, of real estate owned by Artesian Earthworks, L.L.C. relative to expansion of the West Viking Road Industrial Park.

Resolution #21,347, approving a Business/Research (BR) Zoning District site plan for construction of an office building on Lot 21 of Cedar Falls Technology Park, Phase II.

Resolution #21,348, setting November 27, 2018 as the date of consultation and December 17, 2018 as the date of public hearing on a proposed Amendment No. 5 to the Downtown Development Area Urban Renewal Plan.

Resolution #21,349, setting November 27, 2018 as the date of consultation and December 17, 2018 as the date of public hearing on a proposed Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan.

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 #21,336 through #21,349 duly passed and adopted.

52103 - It was moved by Miller and seconded by Kruse that Resolution #21,350, approving and authorizing execution of a Professional Service Agreement with Foth Infrastructure and Environment, LLC relative to the Ridgeway Avenue Reconstruction Project, be adopted. Following questions by Councilmember deBuhr and responses 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 #21,350 duly passed and adopted.

52104 - It was moved by Kruse and seconded by Blanford that the bills and payroll be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.

52105 - It was moved by Darrah and seconded by Kruse to adjourn to Executive Session to discuss Property Acquisition per Iowa Code Section 21.5(1)(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive

for that property, following Public Forum. Upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Blanford, Darrah, Wieland, Green. Nay: None. Motion carried.

- 52106 - Mayor Brown read a statement in response to a request for a Public Forum to discuss the Public Safety Officer (PSO) program.

Finance and Business Operation Director Rodenbeck and Public Safety Services Director Olson responded to questions and comments by Tracie Sulentic, 1008 Rocklyn Street, regarding the City's general fund and Insurance Service Office (ISO) rating.

The City Council adjourned to Executive Session at 7:32 P.M.

Mayor Brown reconvened the Council Meeting at 7:41 P.M. and stated that Property Acquisition had been discussed but that no further action was required at this time.

- 52107 - It was moved by Darrah and seconded by Miller that the meeting be adjourned at 7:42 P.M. Motion carried unanimously.

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Jacqueline Danielsen, MMC, City Clerk



**MAYOR JIM BROWN**

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

**MEMORANDUM**  
Office of the Mayor

**TO:** City Council  
**FROM:** Mayor Jim Brown  
**DATE:** November 27, 2018  
**SUBJECT:** Mayor Pro Tem & Administration Committee Chair Appointment

For 2019, I am officially appointing Tom Blanford as Mayor Pro Tem and Susan deBuhr as Chair of the Administration Committee.



MAYOR JIM BROWN

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

**MEMORANDUM**  
Office of the Mayor

**TO:** City Council  
**FROM:** Mayor Jim Brown  
**DATE:** November 29, 2018  
**SUBJECT:** Appointments & Reappointments

I am recommending the following appointments/reappointments:

<b>Name:</b>	<b>Board/Commission:</b>	<b>Term Ending:</b>
Susan deBuhr	Board of Appeals, Boards of Electrical, Mechanical & Plumbing Appeals (reappointment)	12/31/2019
Rick Dumler	Board of Electrical Appeals (reappointment)	12/31/2022
Steve Broell	Board of Mechanical Appeals (reappointment)	12/31/2022
Todd Gebhardt	Board of Plumbing Appeals (reappointment)	12/31/2022
Helen Pearce	Housing Commission (reappointment)	12/31/2020
Lindsay Pieters	Housing Commission (reappointment)	12/31/2020
Don Timmerman	Housing Commission (reappointment)	12/31/2020
Kyle Larson	Planning & Zoning Commission (replaces Brian Arntson)	11/01/2023

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: Kyle W Larson Gender: M Date: 10/8/2018

                    First                                    MI                                    Last

Home Address: 4104 Wedgewood Drive Phone: 3192905953

Work Address: PO Box 277 Phone: 3192666609

Email Address: kyle@kylelarson.com Cell: 3192905953

Employer: LGC Position/Occupation: General Manager

If Cedar Falls resident, length of residency: 1988-1999 and 2005 to present. Ward: \_\_\_\_\_

**NOMINEE FOR:** Planning and Zoning 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.)

Worked with numerous developers on new projects, research, design, configuraiton, esp. residential.

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

Pres. of Cedar Valley Homebuilders Assoc for two years and served on board since 2007.

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

To utilize my knowledge of the area, awareness of housing and business real estate needs and extensive design expertise to enhance the desirability of the community in all aspects.

Architectural oversight is often over- and under-thought. I can bring a lot to the table there.

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

No conflicts of interest present. Potential conflict could arise from being owner of a home construction company. Difficult to speculate, however, would withdraw from any matter if necessary.

**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

## PLANNING & ZONING COMMISSION Nominee's Questionnaire

1. Are you familiar with the workings/responsibility of the Planning & Zoning Commission? Please explain.

Yes. Have worked on small projects for my company, and in assisted in various capacities with larger (residential) projects both for developers and through Cedar Valley Homebuilder's Association. Aware of the steps involved and the most necessary circumstances.

2. Do you think that the City is well planning and functioning in an orderly fashion?

Yes, however, improvement is should always be pursued. My construction, design and real estate background will bring new and additional perspective to the workings of the Commission.

3. Are you willing to support existing City policies and regulations relating to planning, zoning and subdivisions?

Of course. And enthusiastic to work with staff and elected officials with any opportunities to enhance, modify or add policies or regulations.

4. Are you familiar with the City's Zoning Ordinance? Please explain.

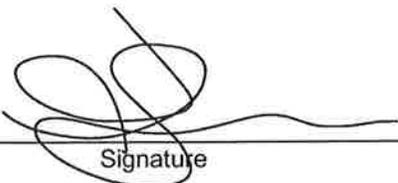
As it has been pertinent to previous projects, and out of general interest in and curiosity about new projects and developments within the community, I have a strong familiarity with the City master plan as well as the various zoning types and related ordinances.

5. The Planning & Zoning Commission meets the second and fourth Wednesday of the month at 5:30 pm. Are you able to attend those meetings each month?

No conflicts anticipated.

6. What do you see your role on the Commission to be?

To offer my expertise as it fits within the responsibilities of the Commission in seeking thoughtful, but objective, oversight for the exciting projects within our community.

  
\_\_\_\_\_  
Signature

10/8/2018  
\_\_\_\_\_  
Date

## COMMITTEE OF THE WHOLE

City Hall – Council Chambers

November 19, 2018

The Committee of the Whole met in the Council Chambers at 6:05 p.m. on November 19, 2018, with the following Committee persons in attendance: Mayor Jim Brown, Tom Blanford, Frank Darrah, Susan deBuhr, Rob Green, Daryl Kruse, Mark Miller, and David Wieland. Staff members attended from all City Departments. Tom Nelson with the Waterloo Courier, Eric Johnson, Lisa Skubal, Cary Darrah and Cassie Grimsman from Great Cedar Valley Alliance and Chamber (GCVAC), Kyle Larson, and other members of the community attended.

Mayor Brown called the meeting to order and introduced the first item on the agenda, Planning & Zoning Commission Interview of Kyle Larson. Mr. Larson stated he is vested in the community and grew up here. A brief discussion was held.

Mayor Brown introduced the second item on the agenda Great Cedar Valley Alliance Update. Eric Johnson, Chair of Greater Cedar Valley Alliance thanked the council and city for their support and involvement with GCVA. He stated they continue to help with Cedar Valley and Cedar Falls in economic growth. He introduced Lisa Skubal, Vice President of Economic Development. Ms. Skubal updated the council on projects this past year. She stated they had 25 external opportunities. She stated she has worked with both Shane Graham and Cedar Falls Utilities on some of the contacts. Ms. Skubal introduced Cassie Grimsman who is a Business Services Coordinator. Ms. Grimsman updated the committee on the Live the Valley.com website. She stated they have had 5300 users of the website. Cary Darrah, Vice President of Community Development, thanked the City and reviewed the rebranding. Committee members held a brief discussion.

The Mayor introduced the third item on the agenda The FY2018 Audit Report. Lisa Roeding, Controller/City Treasurer reviewed the FY2018 Comprehensive Annual Financial Report. She stated the City is required to publish a complete set of financial statements presented in accordance with generally accepted accounting principles. She stated the auditors gave a clean opinion and found no findings or questionable costs to report. Ms. Roeding reviewed the Schedule of Expenditures of Federal Awards, stating the City had 13 federally funded grants totaling just over \$6 million in expenditures. She explained this report will be filed with the State Auditor's office as required by Iowa Code and it will be posted on the City's website. A brief discussion was held. Tom Blanford motioned to approve the FY2018 Audit Report and Susan deBuhr seconded the motion. The motion carried unanimously.

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

There being no further discussion Mayor Brown adjourned the meeting at 6:33 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer

**CITY COUNCIL WORK SESSION**  
Cedar Falls Duke Young Conference Room  
November 19, 2018

The City Council held a special work session in the Duke Young Conference room at 5:45 p.m. on November 19, 2018, with the following persons in attendance: Mayor Jim Brown, Tom Blanford, Susan deBuhr, Daryl Kruse and David Wieland. Staff members attended from all City Departments. Tom Nelson with the Waterloo Courier and other members of the community attended.

Mayor Brown then introduced the only item on the agenda, Training on Municode Agenda Management Software. Julie Sorensen, Information Technology Manager stated they began using Municode Agenda Management software with the last Planning & Zoning Meeting and will have all departments using it with the December 3 Council Meeting. She stated they have had a training session and will hold other sessions in the near future. She explained the agenda will look a little different and will continue to receive an email to notify the packet is ready. She explained the November 19 and December 3 meetings will have the council packet prepared in both the old software and the new Municode software. Ms. Sorensen stated they will transfer all of calendar year 2018 agendas to the Municode format. She explained the next step is to change the way the voting happens at the meetings. She explained this will take place in 2019. A brief discussion was held.

There being no further discussion, Mayor Brown adjourned the meeting at 5:55 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer

# CITY OF CEDAR FALLS

## DEPARTMENTAL MONTHLY REPORTS



October 2018

**OCTOBER 2018 MONTHLY REPORTS**  
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**FINANCE & BUSINESS OPERATIONS  
FINANCIAL SERVICES  
OCTOBER 2018**

**Financial Reports**

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

**Cash Management**

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

**Treasury**

The Finance Division is responsible for maintaining accounting and cashflow as it relates to the city treasury, monitoring securities held by the City and investing idle cash to provide safe investments while maximizing interest earnings. Currently, the City has \$109,909,500 invested in CD's and \$2,300,000 in a liquid money market.

<u>Investments</u>	<u>Transactions</u>	<u>Amount</u>
CD's Matured	2	\$8,000,000.00
CD's Purchased	3	\$12,000,000.00
PFMM Deposit	0	\$0.00
PFMM Withdrawal	0	\$0.00
CD/Investment Interest		\$219,199.70

**FY18 Audit**

Work on the Comprehensive Annual Financial Report was completed in October and will be submitted to the Government Finance Officers Association (GFOA) under the Excellence in Financial Reporting. The audit report will be presented to the City Council in November.

The state required Annual Financial Report was also filed in October to the State Auditors' Office.

**FY19 Capital Improvements Plan**

All departments were asked to submit their FY2019-2024 Capital Improvement Plan (CIP) requests. The preliminary CIP schedule was started in October and will be presented to the Planning and Zoning Commission and City Council in December/January.

## **FY20 Budget**

Budget requests were distributed to departments. The requests will be compiled in November and revenue projections will be completed in December once property tax valuations from the County are received.

## **Tax Increment Financing (TIF)**

Information on TIF expenditures started to be compiled in October. This information will be used for certifying TIF debt to Black Hawk County by the required date of December 1<sup>st</sup>. In addition, information for the required state TIF forms was gathered. The forms will be completed in November and will be presented to City Council before filing the report with the Department of Management.

## **Federal Grant Programs**

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

## **Miscellaneous Financial Activities**

1. We continued to monitor the grant accounts for all departments to ensure that expenditures do not exceed revenues for each grant.
2. The Special Assessment Receivables were updated.
3. The semi-monthly sales tax report was filed in a timely manner.
4. All payroll reports were filed as required by the various oversight units, such as the IRS, Social Security Administration, IPERS and the State of Iowa. For October, 56 payroll checks and 733 direct deposits were processed.
5. Capital asset additions were monitored during the month.
6. Accounts receivable were processed and 214 invoices were mailed out to customers.
7. 1,516 transactions for accounts payable were processed and approved by the City Council for payment and 522 checks were mailed out to vendors.
8. Continued to provide bookkeeping support to the Cedar Falls Community Foundation.
9. Continued to provide bookkeeping support to Sturgis Falls.

### **Benefits & Compensation Activities**

1. Cafeteria plan discrimination testing for 2018 was completed by Financial Services staff and 2019 re-enrollment materials were discussed, finalized, and prepared for early November distribution.
2. The first FY19 wellness challenge, Know Your Numbers, continued with employees completing the online health assessment in Wellmark's Wellness Center portal to receive a \$25 Hy-Vee gift card early November. The Wellness Committee met October 3<sup>rd</sup> to discuss September blood draws for the above, promotional materials and kickoff pumpkins for the Gratitude Attitude challenge, and FY19 wellness plan memo for City Directors. Committee members met with Directors to present the memo, met with Cedar Falls High School CAPS program coordinator Mark Aalderks regarding student involvement with the Committee, and finalized challenge promotion with the City's Graphic Designer.
3. Staff continued benefits training with the City's new Accountant.
4. Staff met with Gallagher Benefit Services and Wellmark to discuss the FY18 annual health plan report and benefit items for FY19 and FY20.
5. A health insurance mailing including annual notices was prepared and forwarded to plan participants.
6. Health and dental plan Summary Plan Descriptions (SPDs) for FY19 were received and reviewed for November Council approval and distribution to plan participants thereafter.
7. Staff continued to work with the consultants on preparing new job classifications and finalizing the new merit evaluation form.

### **Civil Service Commission & Employment Related Activities**

1. Staff provided follow up to and prepared for the September 26 and October 17 & 31 Civil Service meetings.
2. Recruitment, testing preparations, testing, list certification, backgrounds, physicals, new hire meetings, departure processing, or job classification processing took place for the following FT positions: Administrative Assistant, City Engineer, Civil Engineer, Firefighter (departures), Information Systems Technician I, Land Surveyor, Library Director, Maintenance Worker, Planner II, Principal Engineer, and Public Safety Officer; PT positions: Assistant Equipment Mechanic, CSO, Laborer, Library Assistant, Intern and Shelver, Maintenance Worker, Production Assistant, Reserve Police Officer and POC Reserve Police Officer, and seasonal positions in the Municipal Operations & Programs Departments.

### **Miscellaneous Personnel Activities**

1. Personnel policy updates with the City Attorney continued to be reviewed.

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

**Software Purchase/Installation/Upgrade Activities**

- Software installations included:
  - Windows Server 2016 was loaded as a virtual server for a GIS test PC.
  - CIMS software was reinstalled on a Public Works secretary PC.
  - New Sophos Mail Filter was configured and installed, replacing the failed Baracuda SPAM Filter
  - Installed GIS web and GIS server software on a new test server for GIS projects

**Equipment Purchase/Installation/Upgrade Activities**

- Equipment purchases included:
  - A replacement motherboard for a Cable TV van PC.
  - Display port to HDMI adapters for checkout laptops.
  - A new iPad case for the City Clerk.
- Equipment installations included:
  - A replacement motherboard for a Cable TV van PC.
  - A network cable was run, at Tourism, for their digital signage.
  - An admin clerk was given a monitor upgrade.
  - A monitor was installed in the Rec Center office area.

**Project and Assistance Activities**

- Agenda management software replacement
  - Attended the project kickoff meeting on October 8.
  - Had project meetings to discuss the implementation plan, decided go live date would be for the November 14 planning and zoning meeting.
  - Met with Planning and Zoning liaison to discuss the implementation plan with her.
  - Held configuration meeting with Municode on October 26
- Replacement Phone System
  - Met with three new vendors to discuss the replacement plan
  - Decided implementation plan
  - Developed a timeline for RFP submittal and project implementation
  - Started on RFP

- Investigated all phones at all locations to include in the current system specifications in the RFP.
- Graphic design projects for the month included:
  - Hearst Center: event posters and exhibit materials
  - Tourism: profile sheet updates, group itineraries, misc. printing
  - Rec Center: Wellness poster, Rec promo
  - Other: website maintenance, no parking signs, signage ideas, fire bios, recreate PD and FD logos as vector files, PSS Facebook page and TV graphic, business cards, misc. printing and trimming.
- Assistance Activities:
  - Keystone jacks were terminated after the Library received a new front desk.
  - A covert camera was setup, on the north end of town, for the Police Department.
  - Video was archived of a vehicle vandalism from College Hill City camera.
  - Yard waste pickups were downloaded from 2 different garbage trucks.
  - Assisted Library with configuration of a new File Server
  - Worked with planning staff on updating LAMA for three new code enforcement violations that were not implemented last year
  - Worked with planning staff on implementing Rental Occupancy Licenses and inspections in LAMA.
  - Created a "Closing Out" License for LAMA which was never implemented
  - We continue to monitor the SPAM filter, tagging and retrieving messages as needed to reduce the quantity of unwanted email received.
  - Assisted with set up for the Cedar River Project at the Community Center
  - We continue to provide support for the City's FTP server, adding folders and managing security as necessary.
  - Files and folders were restored from backup as requested by users.
  - We continue to provide support for the City's automated door lock systems, adding, deleting, and changing user access as needed.
  - Laptops and projectors were provided and setup for those needing them for meetings and travel.
  - Users were added and removed from the network and employee intranet as required for hires and terminations.
  - We continue to provide support for the digital video systems in the patrol cars, body cameras, city facilities, College Hill, Parkade, and covert operations as requested.
  - We continue to provide support for the City's web site. News items were posted to the home page. Job openings, cable TV schedules, digital brochures, calendar items, bid opportunities, meeting agendas and minutes were posted as requested. Incoming requests to the request tracker system was monitored and forwarded to the appropriate department as necessary.
  - We continue to provide support for the document imaging system, adding categories as requested, maintaining user accounts, maintaining appropriate security and providing backup and redundancy.

- We continue to provide support for the City's telephone system, adding and modifying services as requested

### **Problem Resolution Activities**

- The Firehouse database was checked for errors after some poor performance issues.
- Cleaned up the Traffic Operations Supervisor's PC due to speed issues.
- A P&Z member was assisted with getting his packet to sync to his iPad. The sync needed to be recreated.
- The old ACT! server was configured to send out Hospitality Highlights, for Tourism. The new version does not support our quantity of email recipients
- The fire calls for service import task was recreated due to calls not being automatically put into Firehouse.

### **Equipment Repair Activities**

- The DVR monitor, at the Rec Center, was replaced due to failure.
- CFU and the Sheriff's office were contacted about issues with Shieldware software. Our connection was broken on the Sheriff's office end.
- A camera was replaced just outside of the City Hall north conference room.
- A PD investigations PC was cleaned up in order to troubleshoot speed issues.
- The GIS intern PC was reloaded due to hard drive failure.
- The DVR in PD squad car 22 was reformatted due to corruption.
- A PC for the Director of Municipal Operations and Programs was repaired due to startup failure.
- A keyboard was replaced in the Investigations Captain's office.

### **Channel 15 Programming Activities**

Televised live programs from City Hall:

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

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

- Added upcoming Community Calendar events to the Channel 15 Bulletin Board.

Regular production included:

- Produced 4 City News shows
- Produced 1 Arts Overlook segment
  - Hearst Center exhibit
  - Litcon preview
- Produced 1 Sports Talk segments
  - Cross Country Recap

- Aired 4 new Panther Sports Talk shows
- Continued production on “Cedar Falls Fire Rescue: 150 Years” documentary
- Recorded 1 Currents program
  - Holiday Hoopla Preview
- Recorded the Greenhill Road corridor study public meeting
- Recorded the Public Safety discussion at Western Home Communities
- Recorded UNI Men’s Basketball Media Day & edited the event for playback
- Shot head shots for the Panther Sports Network productions for UNI Men’s Basketball
- Produced 2 Serving the Valley programs
  - Junior Achievement
  - Hartman Reserve
- Produced 2 Parent U programs
  - Pathways drug education & mental health assistance
  - Board members
- Produced four Public Safety videos
  - Vehicle Extrication Training
  - Public Safety support: Jim Krieg
  - Public Safety support: Jay Stoddard
  - Public Safety Community Support
- Covered one Panther Sports Network event
  - UNI Football vs. North Dakota State
- Covered two CF Volleyball matches
  - Cedar Falls Volleyball vs. Dubuque Senior
  - Cedar Falls Volleyball vs. Waterloo West
- Covered three Cedar Falls Football games
  - CF Football vs. Dubuque Senior
  - CF Football vs. CR Prairie (1 camera, 1 announcer)
  - CF Football vs. Indianola (Playoffs)
- Covered two Cedar Falls Sophomore Football games
  - CF Sophomore Football vs. Dubuque Senior
  - CF Sophomore Football vs. CR Prairie (1 camera, 1 announcer)
- Began production of Holiday Hoopla commercials
- Covered one Tiger Rewind
  - CF Football vs. Waterloo West
  -

**City News**

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

- Inclusive Playground Groundbreaking
- Orchard Hill Park Pickeball Courts Ribbon Cutting
- Aldrich Elementary Ribbon Cutting
- Lone Tree Road tree plantings
- ARTapalooza recap

- Cultural & Entertaining District Designation Ribbon Cutting
- Police & Fire selling Pink Patches for Beyond Pink Team fundraiser
- Yard Waste Options
- Mulching vs. Raking
- Compost Facility info
- Community Main Street moves into new building
- Economic Development Grant funding application deadlines
- Trick or Treat safety & preview of hours
- Trick or Treat Downtown preview
- Cedar River Recreational Plan meeting recap
- Flood Levee update
- Historical Society Cemetery Walk

## **Geographical Information Systems (GIS)**

- Projects:
  - Reviewed legal descriptions for all Industrial Park Urban Renewal Areas
  - Reviewed legal description for property being purchased for expansion of the West Viking URA
  - Created new legal descriptions for areas being researched for an amendment in to the West Viking URA
  - Reviewed all available sanitary and storm sewer plans back to late 1800's and added the year sewer infrastructure was installed, material and pipe size
  - Provided technical comments for 4 plats going to tech review
  - Met with CF CAPS student to discuss a project for tracking burials and markers in cemeteries.
- Web & Database:
  - Created web application for Rec Department to stake out existing sprinkler locations at The Falls
  - Imported new parcel information from Black Hawk County
  - Added new field to road layer to categorize each segment with a haul route designation
  - Worked with CFU staff to resolve 8 address discrepancies
  - Converted CAD drawings for P/Z & Council exhibits
  - Updated cemetery information from CIMS into SQL
  - Updated rental information from Firehouse into SQL
  - Updated building permits from LAMA into SQL
- Maps:
  - Provided a map for Planning of a downtown study area
  - Provided a map for Planning of development in the downtown area
  - Provided a map for Engineering with updated sidewalk inspection zones
  - Provided a map for Engineering with alley information
  - Provided a map for Engineering with oversized/overweight haul routes

- Provided a map for development in the University Ave corridor over the past 3 years
- Provided a map for Public Works of the Veteran's Park expansion
- Provided maps for Planning of topographic, utility and soil information for a project near the West Viking Industrial Park
- Provided a map for CD for property acquisition on W 1st St
- Provided maps for new addresses issued:
  - Autumn Ridge 8th Addition
  - Fleet Farm
  - Rabo Agrifinance
  - Duplex at Catherine and W 10<sup>th</sup>
- Field work:
  - Collected 65 survey-grade GPS positions on sanitary and storm sewer infrastructure

### **Training and Staff Activities**

- Held six first round interviews, two second round interviews, did reference checks and background checks on the final two candidates and extended an offer to Scott Ameling.
- Scott Ameling started in the System Technician I vacant position.
- Met with HP to discuss storage options for cable TV and Document Imaging
- Worked with GIS Intern to map platted easements and setbacks
- Checked GIS Intern's work for completeness and accuracy
- Channel 15 acquired a sponsorship from Witham Auto Center to pay for the fee for the broadcast of two high school football playoff games. In the past these fees were paid for out of the Cable TV budget.
- Met with public safety staff to discuss the training on salamander and printing of identification badges for city employees.
- IT Manager attended Cedar Valley Leadership Institute classes.

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

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

1. **Traffic Court:**

City Cases Filed: 120 (this number includes both City and State tickets)

Cases Set: 10

Trials Held: 5

2. **Code Enforcement:** Prepare for and participate in trial for junk vehicles; attention to cruelty to animals citation set for trial in December.

3. **Miscellaneous:** None.

**REPORT FROM KEVIN ROGERS, CITY ATTORNEY**

4. **PERSONNEL/HUMAN RESOURCES:**

- a) Consult with City staff on personnel and disciplinary matters
- b) Attend weekly Human Resource Meetings
- c) Work on Personnel Policy revisions
- d) Advise library staff, personnel issues

5. **RISK MANAGEMENT/CLAIMS:**

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

6. **CONTRACTS/AGREEMENTS:**

- a) Advise & Drafting – Rieger farm acquisition documents
- b) Review, Advise & Drafting—Midland Development Agreement

- c) Review & Advise—DOT/City of Cedar Falls agreement for West 1<sup>st</sup> Street/Highway 57 reconstruction
- d) Review & Advise—Overture for consulting services
- e) Review & Advise—Humane Society Animal Services amendment
- f) Review & Advise—Snyder Consulting amendment

7. **MAYOR/CITY COUNCIL:**

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

9. **MISCELLANEOUS:**

- a) Attend Weekly Department Meetings
- b) Professional Reading-municipal and employment law resources
- c) Advise on new Iowa appellate court cases of interest to the City
- d) Advise on Open Records requests
- e) Attention to property acquisitions; draft Deeds—West 1st Street
- f) Research and utilize Iowa Offset Program
- g) Advise on Rezoning protest
- h) Advise on Neighborhood Watch question
- i) Develop new personal injury release form
- j) Review, Advise & Drafting—Summary Plan Description changes for Health Plan
- k) Advise on several Code Enforcement issues
- l) Advise & Drafting—Olmstead transaction (2016 FEMA Flood Buy-out)
- m) Draft Quit Claim Deed—Vacated Alley
- n) Attention to use of public facilities policy
- o) Review and Advise—Community Center Lease
- p) Annual Budget

**REPORT FROM COLLEEN SOLE, PERSONNEL SPECIALIST:**

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

- a) The Risk Management Committee met October 15, 2018. Department Directors, City Attorney, and insurance representatives were in attendance. Workers' Compensation injuries, liability claims, damage to City property, policies, and disciplines were reviewed.
- b) Work with legal counsel on investigation and documentation for various litigated workers' compensation, property, and liability claims.
- c) Review and process outside legal counsel legal fees.
- d) Review and edit contracts and certificates of insurance for insurance requirements; working with legal counsel and conferring with Arthur J. Gallagher and contractor's agents.

- e) Claims processing with Alternative Service Concepts: worker's compensation, liability, property damage, etc.
- f) Special Events: review trails and parks rental agreements and insurance.
- g) North Industrial Park Rail Renewal bound for 2019.
- h) Review and process unemployment claim.

11. **Personnel**

- a) Work with departments and legal counsel on disciplinary matters.
- b) Work with departments and legal counsel on various personnel issues.
- c) Process medical billing for pre-employment and post-employment matters.
- d) Review of Personnel Policies with Personnel staff.
- e) Processed FMLA leave and monitor non-FMLA leaves of absence.
- f) Attend FMLA Compliance Seminar.
- g) Attend CVSHRM October Chapter Meeting: Harassment in the Workplace & the "Me Too" Movement.
- h) Attend Department Meeting

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

- a) Attended Human Rights Executive Committee and Commission Meeting on October 15, 2018. Provided staff support.
- b) Four current active cases; working with ICRC toward completion of claim. Work with citizens submissions to ICRC and mediate discrimination discussions with local entity.
- c) Work with ICRC to review cross-filed claims
- d) Process complaints, provide support to citizen's jurisdictional questions, and provide staff support to Commissioners.
- e) Assist with Economic Inclusion Summit held Friday, October 12; attend planning meetings.

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

**Public Records Activity**

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

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

City Council adopted one (1) ordinance and thirty-two (32) resolutions during the month; staff drafted thirty (30) of these resolutions.

Issued the following:

- 2 Business Licenses
- 0 Sidewalk Café permits
- 37 Pet licenses
- 9 Annual "Paw Park" permits
- 4 Cemetery Interment Rights Certificates

Issued the following Parking Permits:

- 52 Monthly Lot
- 3 Annual Lot (prorated)
- 1 Annual Senior
- 0 Monthly Construction
- 22 Daily/Guest
- 0 Annual Dumpster

Processed (9) liquor licenses, (4) wine and (6) beer permits.

Recorded (16) documents with the County Recorder and filed (5) property assessment liens with the County Treasurer.

Responded to (7) requests for public records and (3) requests/concerns received thru the City's on-line Service Request feature.

Staff attended a number of planning meetings and training sessions for the implementation of the new Municode Meetings agenda management software to replace the current outdated and unsupported agenda management software.

The City Clerk attended the Iowa Municipal Finance Officers Association Fall Conference in Des Moines.

The unemployment rates for the month of September 2018 were 2.3% for the Waterloo-Cedar Falls Metropolitan Area, 2.4% in Iowa and 3.6% in the U.S.

### **Document Imaging completed**

- 2 – Employee performance evaluations.
  - 38 – Employee documents/personnel files.
  - 15 – Miscellaneous boards, commissions & committees meeting materials.
  - 50 – Planning project files.
- Public Safety Capital Projects file.  
Departmental Monthly Reports for September 2018.  
Currents Newsletter for Fall 2018 (Vol. 4).

### **Parking Enforcement**

- 1,429 – Parking citations issued.
- \$ 16,682.00 – Citations paid.

### **Parking Collection Efforts**

- \$ 1,275.00 – Collections from delinquent parking accounts.
- \$ 800.00 – Vehicle immobilizations (16 vehicles).

Kicked off the Downtown Parking Study with stakeholder meetings and a public survey. Requested information was provided to the parking study consultant, Wantman Group, Inc. (WGI) for their data collection. WGI also surveyed parking inventory and conducted utilization counts.

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

**Library Activity**

<b>Usage Statistics</b>	<b>August 2018</b>	<b>September 2018</b>	<b>September 2017</b>
<b>Customer Count</b>	19,598	17,570	17,564
<b>Circulation</b>	44,949	33,615	33,959
<b>Ebooks, emagazines, and streamed videos</b>	4,297	4,089	3,659
<b>Downloaded music</b>	1584	2419	1,699
<b>Reference Service</b>	2,384	2,164	1861
<b>Items Added</b>	1382	885	1,147
<b>Event Attendance</b>	567	1583	1,145
<b>Computer &amp; Wi-fi Usage</b>	4,079	3,096	3,816

Special events in October included the following:

- Memoir Project writing series for adults
- A puppet show for all ages
- Teen nights every other Friday evening after closing
- Writers of the Cedar Valley
- Device Advice for seniors, for drop-in technology assistance on smart phones
- Teen Minecraft
- Seed saving workshop
- Teen book club
- Game of Thrones Tavern Trivia in collaboration with Second State Brewing
- Frankentoy and Make-Do workshop for children and teens
- Youth book clubs for 3<sup>rd</sup>-4<sup>th</sup> graders, 5<sup>th</sup>-6<sup>th</sup> graders, and junior high school students.
- Cultural Literacy Series: Human Trafficking
- From Churchyards to Scatter Gardens: The Evolution of the American Cemetery, a presentation by UNI history professor Thomas Connor
- Board game Saturday with the Friendly Meeple
- Friends book discussions
- Main Street Trick or Treating at the Library

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

The Friends book discussions included *Pachinko* by Min Jin Lee and *Little Fires Everyone* by Celeste Ng.

Community Center: In addition to regular weekly events for seniors, such as ceramics, cards, billiards, functional fitness sessions, and music, the Center also hosted rentals for bridge clubs, a birthday party, stamp club, train club, and the Pink Ribbon Run.

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

<i>Project</i>	<i>Description</i>	<i>Status</i>	<i>Budget</i>	<i>Contractor/ Developer</i>
W. 20th Street Bridge Replacement	Box Culvert	Construction Underway	\$850,000	Engineering Division PCI
Campus Street Box Culvert	Box Culvert	Contracts	\$320,000	Engineering Division PCI
Cedar River Whitewater Recreation	Recreation	RFP for Consultant	\$50,000	Engineering Division
Downtown Levee Improvements	Flood Protection Raise Levee to 500 Year	Construction Underway	\$11,800,000	Engineering Division AECOM
Dry Run Creek Sanitary Sewer Phase II	Sanitary Sewer	Final Out Remains	\$3,800,000	Engineering Division SM Hentges
2017 Permeable Alley	Storm Water	Final Out Remains	\$150,000	Engineering Division Vieth Construction
2018 Permeable Alley	Storm Water	Final Out Remains	\$68,000	Engineering Division Bentons
Mandalay Slope Repair	Storm Water	Final Out Remains	\$107,000	Engineering Division S.L. Baumeier
2018 Sidewalk Assessment	Sidewalk	Construction Underway	\$38,924	Engineering Division Feldman Concrete
2018 Public Sidewalk and Pedestrian Trail Improvement Project	Sidewalk/Trails	Construction Underway	\$122,878	Engineering Division Feldman Concrete
Center Street Trail	Trails	Construction Underway	\$450,000	Engineering Division Cunningham Construction
2018 Street Construction	Street Repair	Construction Underway	\$4,700,000	Engineering Division PCI
Greenhill Road Extension	New Street Construction	Final Out Remains	\$5,100,000	Engineering Division AECOM
Highway 58 Corridor Study	Study and Design Greenhill Road to HWY 20	Construction Underway	\$2,500,000	IDOT/AECOM Engineering Division
Prairie Parkway & Viking Road Traffic Study	Traffic Study	Study Underway	\$10,000	Engineering Division AECOM
Greenhill Road Traffic Study	Traffic Study	Study Underway	\$90,000	Snyder
University Avenue - Phase I	Reconstruction	Final Out Remains	\$14,500,000	Engineering Division Foth
University Avenue - Phase II	Reconstruction	Construction Underway	\$13,632,000	Engineering Division Foth PCI
University Avenue - Phase III	Reconstruction	Construction Underway	\$3,500,000	Engineering Division Foth
W. 1st Street Reconstruction	Reconstruction	Final Design	\$6,500,000	Engineering Division Snyder & Associates

**ENGINEERING DIVISION  
SUBDIVISION MONTHLY REPORT - October 2018**

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

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

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

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

<i>Project</i>	<i>Description</i>	<i>SWPPP Status</i>	<i>Detention Calcs Status</i>	<i>Developer/ Engineer</i>	<i>Project Status</i>
<b>Redeemer Church</b>	815 Orchard Drive	Approved	Approved	VJ Engineering	Active
<b>200 West 1st Street</b>	200 W. 1st Street	Approved	Approved	Arabella, LLC	Active
<b>Test America</b>	3019 Venture Way	Approved	Approved	FN Investors, LLC	Active
<b>Threads</b>	6601 Development Dr.	Approved	Approved	ACOH, LLC	Active
<b>Rabo Agrifinance</b>	1402 Technology Pkwy.	Under Review	Under Review	Fehr Graham Engineering	Active
<b>Standard Distribution</b>	1225 Rail Way	Approved	Approved	Fred Rose, LLC	Active
<b>Buckeye Corrugated</b>	2900 Capital Way	Approved	Approved	Fehr Graham Engineering	Active
<b>Lot 5 West Viking Road</b>	3201 Venture Way	Approved	Approved	Skogman/CGA	Active
<b>Fareway Stores</b>	4500 S. Main Street	Approved	Approved	Fareway Stores/ Snyder & Associates, Inc.	Active
<b>Public Safety Building</b>	4600 S. Main Street	Approved	Approved	CGA/Peters Construction	Active
<b>River Place MU II</b>	122 E. 2nd Street	Approved	Approved	AECOM	Active
<b>Hampton Inn</b>	101 W. 1st Street	Under Review	Approved	VJ Engineering	Active

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

Oct-18

Total for Month \$5,393,405.00  
 Total for Fiscal Year \$38,173,863.00  
 Total Same Month - LAST YEAR \$15,550,932.00  
 Total for Fiscal Year - LAST YEAR \$49,292,962.00

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Single Family New Construction	10	0	\$2,902,508.00	\$23,311.20	45	0	\$12,175,973.00	\$100,423.60
Multi-Family New Construction								
Res Additions and Alterations	102	0	\$884,376.00	\$16,991.25	470	0	\$4,686,698.00	\$81,200.25
Res Garages	7	0	\$78,261.00	\$1,573.50	37	0	\$421,848.00	\$8,120.25
Commercial/Industrial New Construction								
Commercial/Industrial Additions and Alterations	19	0	\$1,528,260.00	\$14,044.82	56	0	\$14,665,400.00	\$71,297.50
Commercial/Industrial Garages								
Churches								
Institutional, Schools, Public, and Utility	3	0	\$0.00	\$0.00	5	0	\$103,920.00	\$0.00
Agricultural/Vacant								
Plan Review	11	0	\$0.00	\$8,411.56	33	0	\$0.00	\$70,811.56
<b>Total</b>	<b>152</b>	<b>0</b>	<b>\$5,393,405.00</b>	<b>\$64,332.33</b>	<b>652</b>	<b>0</b>	<b>\$38,173,863.00</b>	<b>\$381,164.28</b>

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

Oct-18

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	71	0	\$0.00	\$12,085.30	309	0	\$0.00	\$36,870.50
Mechanical	81	0	\$0.00	\$7,227.00	333	0	\$0.00	\$31,313.25
Plumbing	78	0	\$0.00	\$7,263.50	313	0	\$0.00	\$37,774.00
Refrigeration					2	0	\$0.00	\$310.00
<b>Total</b>	<b>230</b>			<b>\$26,575.80</b>	<b>957</b>			<b>\$106,267.75</b>

Constructor Registrations	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	1	0	\$0.00	\$150.00	3	0	\$0.00	\$150.00
Mechanical					3	0	\$0.00	\$450.00
Plumbing					2	0	\$0.00	\$150.00
Refrigeration								
<b>Total</b>	<b>1</b>			<b>\$150.00</b>	<b>8</b>			<b>\$750.00</b>
<b>Building Totals</b>	<b>152</b>	<b>0</b>	<b>\$5,393,405.00</b>	<b>\$64,332.33</b>	<b>652</b>	<b>0</b>	<b>\$38,173,863.00</b>	<b>\$381,164.28</b>
<b>Grand Total</b>	<b>383</b>	<b>0</b>	<b>\$5,393,405.00</b>	<b>\$91,058.13</b>	<b>1617</b>	<b>0</b>	<b>\$38,173,863.00</b>	<b>\$488,182.03</b>

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

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**MONTHLY MEETINGS:**

**Planning & Zoning Commission** – A meeting was held on October 10th and October 24th. The following items were considered.

Owner/Applicant	Project	Request	Action Taken
Midland Atlantic Development Company, L.L.C.	HWY-1 District Site Plan Review – Fleet Farm Retail and Convenience Store	Site plan review for a new commercial building	Initial Discussion
Lisa Richter, LBL Life by Lisa LLC	Central Business District Design Review – LBL Sign	New exterior material installed on the sign band	Approved
Reed Design Architects; CGA Engineering	HWY-1 Site Plan Amendment – Raising Cane’s Signage	New sign	Approved
Midland Atlantic Development Company, L.L.C.	HWY-1 District Site Plan Review – Fleet Farm Retail and Convenience Store	Site plan review for a new commercial building	Approved

**Group Rental Committee** – Held a regular meeting on October 16th, 2018.

Jeff Hassman (CVP Properties, LLC)	117 N. College Street	New rental for an occupancy of four(4) individuals aged 18 years or older	Approved for an occupancy of four (4) individuals aged 18 years or older
Jordan Porter	1527 Springbrook Drive	New rental for an occupancy of four (4) individuals aged 18 years or older	Approved for an occupancy of four (4) individuals aged 18 years or older
Wesley Owen (OWEN AND VAN SWOL LLC)	2215 Tremont Street	New rental for an occupancy of three (3) individuals aged 18 years or older	Approved for an occupancy of three (3) individuals aged 18 years or older

**Board of Rental Housing Appeals** – Held a regular meeting on October 1st, 2018.

Douglas and Candace Nickerson	209 W. 22nd Street	Existing rental to maintain an occupancy of four (4) individuals aged 18 years or older	Approved for an occupancy of four (4) individuals aged 18 years or older
Matt and Amanda Starr	2029 Fairview Drive	Existing rental to maintain an occupancy of four (4) individuals aged 18 years or older	Approved for an occupancy of four (4) individuals aged 18 years or older

**Board of Adjustment** – No meeting in October.

**Other Commissions, Board Meetings & Staff Liaison Responsibilities:**

	Date	Notes/Actions
Historic Preservation Commission	10/10/18	Upcoming and ongoing projects discussed.
Housing Commission	10/9/2018	Update on Consolidated Planning Process.
Community Main Street Design Committee	10/19/18	Submissions reviewed. Upcoming projects discussed.
Bicycle and Pedestrian Advisory Committee	10/2/18	Bike ordinance review, City Council presentation, National walk to school on October 10 <sup>th</sup> .
Metropolitan Transportation Technical Committee	10/11/18	Technical Committee meeting was held. Long range transportation plan draft review.
MET Transit Board	10/25/18	Staff reports, procurement policy, asset management plan.
Wellness Committee	No meeting	
North Cedar Neighborhood Association	10/08/18	Update on Center Street trail project. Project now underway. Grading and removal of existing sidewalks occurring.
College Hill Partnership	10/09/18	Discussed committee structure for CHP. Discussed options for Community Development and Community Betterment grant submittals. Pettersen Plaza plans - sent consultant back to the drawing board.

**ECONOMIC DEVELOPMENT:**

- Prepared and distributed materials for information requests for prospects along with information on available buildings, land, incentives, tax rate comparisons, etc.
- City came to an agreement to purchase approximately 200 acres to expand the City's West Viking Road Industrial Park.
- Staff received proposals for master planning services for the Gibson properties that the City owns along W. Ridgeway Avenue and Hudson Road. Interviews with 5 consultants were held, with final selection of consultant in the coming weeks.
- Met with businesses in the Industrial Park to discuss their business operations.
- Began drafting Amendment No. 5 to the Unified Highway 58 Corridor Urban Renewal Plan to add areas of land and to modify existing project budgets.
- Began drafting Amendment No. 5 to the Downtown Urban Renewal Plan to add a project.
- Rezoning and site plan review continues for a proposed retail development at the corner of Highway 58 and W. Ridgeway Avenue.
- Construction has begun for a new 30,000 square foot industrial/office building in the West Viking Road Industrial Park.
- Met with site selection consultant for an economic development project in the West Viking Road Industrial Park.
- Working with a company on a potential new building in the Northern Cedar Falls Industrial Park.

**PLANNING SERVICES:**

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

Number of Rental Inquiries: 35

Types of Questions:

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

**CODE ENFORCEMENT:**

Number with Cases During Timeframe	29	
Incomplete Cases	7	25.0%
Completed Cases	22	75.0%
		100.0%

Description of Issue	Amount
Front and Side Yard Parking	1
Brush Piles/Vegetation	3
Garbage container at street curb	0
Items at the Street Curb	4
Junk/unlicensed vehicle	1



## Emergency Grants

0 Property under construction  
0 Property in bidding  
0 Property in pipeline  
1 Application received  
3 Projects completed

A variety of technical requirements must be met for these programs to meet the grant, such as historical reviews, income verifications, etc. These occur throughout the month and process of approval, implementation and completion.

- **HOME**
  - Home funds are used for the purchase of lots and infrastructure costs for Habitat builds in Cedar Falls. In addition, HOME funds are being used along with CDBG funds for Housing Rehabilitation projects for Cedar Falls homeowners. We currently have no HOME projects in the bidding process.

## SECTION 8

### Housing Choice Voucher Monthly Report

Waiting List	349	HAP Payments	\$ 84,029
New Applications Taken	0	Utility Payments	\$ 732
Units under Contract	205		
Total Vouchers Available	326*		
Lease Up Goal	240**		
Initial Vouchers Issued	7		
Mover Vouchers Issued	1		

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**Citizen Contacts/Appointments:** A total of 49 appointments were made and 200 citizen/client contacts were addressed. Appointments included:

- 13 Annual Recertification
- 8 Vouchers Issued
- 7 New Admission
- 12 Interim Income changes
- 2 Port In/Out
- 7 Other

**HQS Inspections:** 21 Inspections were completed.

**End of Participation:** 3 clients ended participation. (2 for non-compliance and 1 voluntary).

**Hearings:** Two hearings were held. 1 hearing resulted in termination from the program.

**Other:**

- 20 additional applicants from the Waiting List were sent letters notifying them that their name had come to the top of the List. There are currently 19 vouchers open and these households are actively seeking housing.
- Results from the Annual SEMAP Assessment were received from HUD. SEAMAP stands for Section 8 Management Assessment Program and is a test of 15 areas to rate the performance of Section 8 programs. Cedar Falls scored a 100%, which is deemed *high* performance. Last year we received a rating of 78% which is *standard*.

*\*Amount of Vouchers HUD authorizes*

*\*\* Lease up goal based on available funding*

**Add A Dollar Report**

During the month of October, the Add a Dollar program assisted 11 households with an average of \$122.

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

PLANT OPERATIONS

Plant performance was very good this month despite heavy rains in the first part of the month.

Heavy rains on the 1<sup>st</sup> that followed a very wet month of September did cause flooding in some areas of the city. This did lead to some Sanitary Sewer Overflows and backups in basements. This has exposed areas in need of more attention to help reduce and prevent further backups during very wet weather. We are looking for issues both on the public side and private side that have contributed to these overflows.

The river elevations have an impact on our operations at the treatment plant for many reasons. With the river above our 'action' stage much of the month, staff have put in many hours in extra monitoring of the treatment plant. The heavy rains early in the month also contribute to a lot of extra hours for all staff.

PROJECTS

Following the issues related to the heavy rains in September and October we are working to find contributing factors to the overflows and backups experienced. In the areas of concern we have been inspecting mains and manholes that may be weaknesses in the collection system. We are putting a lot of staff time working to identify problems and will move to correct deficiencies as quickly as possible.

INDUSTRIAL PRETREATMENT PROGRAM

Annual scheduled inspections were conducted at Standard Golf. No issues were found.

An unscheduled inspection was conducted at Metokote. No violations were found.

BIOSOLIDS

We were able to deliver 69,000 gallons of liquid biosolids to fertilize local area farm fields during the month. An additional 208,000 gallons of material were processed through the belt filter press.

There were 12.64 tons of gritty, inorganic materials hauled to the landfill during October.

## SEWER COLLECTION SYSTEM - CALLS AND SERVICE

We received 521 sewer locate requests from the Iowa One Call system, 150 of which were pertinent and required markings by our field staff.

There were ten sewer service calls received in October, two of which involved a problem in the city's main or a sanitary sewer overflow. The two issues were related to the very heavy rains experienced early in the month. There were two lift station alarm calls for the month.

Crews cleaned 29,500 feet (5.6 miles) of sanitary sewer lines in October. This brings our total mileage for 2018 to 32.9.

We inspected 10,150 feet (1.9 miles) of sanitary sewer lines with our televising unit. This brings our total mileage for the year to 8.6.

## TRAINING/PERSONNEL ISSUES

Mike Nyman and Plant Operator Danny Surratt attended the Iowa Water Environment Association's Region I Annual Operators Conference in Manchester on October 3.

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

**PARK**

- Performed routine cleanup duties at Paw Park.
- Performed routine restroom stocking and shelter cleanup duties.
- Removed and covered up graffiti.
- Performed cleaning of all Recreational Trails.
- Scrubbed recreation trails free of algae in wet areas.
- Installed bike repair station at Big Woods Lake north parking lot.
- Maintenance was performed on winter snow equipment.
- Flood preparations and clean up at Island and Washington Parks.
- Formed & poured sidewalks, finished grading and seeding around sicklebill courts at Orchard Hill Park.
- Cleanup & bike race preparations were completed at Tondro/Pray Bike Park.
- Continued with stump removals.
- Repaired growth tubes & maintenance at tree nursery.
- Clean pond drains at Birdsall Park and Prairie Lakes Park.
- Filled sink holes at Bess Streeter and Lincoln St. lot.
- Installed new playground mulch in parks as needed.
- Winterized park restrooms, fountains and facilities.
- Removed and stored canopies at Visitors Center.
- Blew out irrigation systems for golf course.
- Staff attended snow plow training.

**ARBORIST**

- Ash tree removals on City ROW. (15 total)
- Other ROW tree removals. (22 total)
- Some routine trimming and hanger removals from multiple locations. (15 total)
- Routine cleaning and maintenance of arborist equipment.
- Cleaning of planting beds and city bio-cells.
- Removal of down limbs and trees from heavy wind day.
- Watering of newly planted tree and shrubs.
- Finished Cleaning bio-cells in preparation for winter.
- Planted two donated Ginkgo Trees at Orchard Hill Park.
- Planted a burr oak at Overman Park as a memorial.

## CEMETERY STAFF

- Performed regular grave openings/closings and assistance with funerals.
- Weekly mowing and trimming of all three cemeteries.
- Removed down limbs in the cemeteries and in some ROW mowing areas.
- Staff assisted with flood cleanup and mowing in Tondro/Pray Park.
- Picked up all garbage and dead flowers in the cemetery.
- Cut back low hanging branches along the recreational trails.
- Staff mowed and mulched/raked leaves City Hall, Overman Park and the Public Works Complex.
- Staff had several settling graves that need fill and grass seed at Greenwood and Fairview Cemeteries.
- Staff sharpened and swapped out mower blades.
- Performed winterization and storage of summer use equipment.

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

FOR THE MONTH OF: October                      Year 2018

**Interments:**

<b>Greenwood</b>	5
<b>Fairview</b>	5
<b>Hillside</b>	

**Disinterment:  
Spaces Sold:**

<b>Greenwood</b>	4
<b>Fairview</b>	5
<b>Hillside</b>	1

**Services:**

<b>Cremations</b>	3
<b>Saturday</b>	2
<b>Less than 8 hrs. notice</b>	
<b>After 3:00p.m.</b>	

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**Receipts:**

<b>Prepetual Care</b>	<b>Greenwood</b>	\$ 480.00
	<b>Fairview</b>	\$ 960.00
	<b>Hillside</b>	\$ 160.00
		\$ 1,600.00

<b>Burial Permits</b>	\$ 6,100.00
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<b>Lot Sales</b>	\$ 6,400.00
<b>Marker permits</b>	\$ 130.00
<b>Deed Transfers</b>	\$ -

<b>Total Receipts:</b>	<b>\$14,230</b>
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**DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS  
PUBLIC WORKS/PARKS DIVISION  
REFUSE SECTION  
MONTHLY REPORT FOR OCTOBER 2018**

**RESIDENTIAL SOLID WASTE COLLECTION**

The automated units collected a total of 655.03 tons of solid waste during the month of October. The 133 loads required 361.50 man-hours to complete, equating to 1.81 tons per man-hour. The automated units used 1,314.02 gallons of low sulfur diesel fuel during the month.

**PARKS GARBAGE ROUTE**

The automated park garbage truck collected a total of 1.70 tons of solid waste during the month of September. The 8 loads required 64.00 man-hours to complete, equating to 0.03 tons per man-hour. The automated unit used 51.62 gallons of low sulfur diesel fuel during the month.

**CONTAINER ROUTE**

The container route crew collected Twenty-Three (23) loads of refuse for the month. The containers totaled 32.06 tons and required 90.00 man-hours to complete. This operation yielded 0.35 tons per man-hour. The semi-automated collection totaled 26.96 tons and required 81.00 man-hours to complete. This operation yielded 0.33 tons per man-hour.

The total number of October container dumps was 835. Sixteen percent (16.17%) or 135 of these dumps, were for non-revenue bearing accounts.

The container route truck used 241.33 gallons of low sulfur diesel fuel during the month.

**LARGE ITEM COLLECTION**

Refuse personnel made 144 large item stops during the month and collected 12.25 tons. This required 48.00 man-hours to complete and equates to 0.26 tons per man-hour. Twenty-nine (29) Appliances and Six (6) Televisions were collected this month.

**RESIDENTIAL YARD WASTE COLLECTION**

Refuse crews collected 211.17 tons of yard waste curbside this month. The 63 loads required 224.00 man-hours to complete, equating to 0.96 tons per man-hour.

There are currently 7,763 yard waste accounts throughout the city.

5,263 yard waste carts were picked up this month.

The Automated yard waste collection trucks used 616.16 gallons of low sulfur diesel fuel during the month.

**TRANSFER STATION SOLID WASTE**

The Transfer Station's trucks hauled 76 loads of solid waste to the Black Hawk County Landfill totaling 1,094.55 tons.

The Transfer Station accepted 366.55 tons of commercial and residential solid waste this month.

315 appliances, 183 tires, 90 television sets, and 18 computer monitors were received at the Transfer Station for the month.

15 Sandbags were purchased this month.

The Transfer Station's trucks used a total of 615.60 gallons of low sulfur diesel fuel during the month.

**TRANSFER STATION YARD WASTE**

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

The Transfer Station accepted 4.77 tons of commercial and residential yard waste this month.

Refuse crews hauled 212.57 tons of yard waste to the Compost Facility this month.

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

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

Tin (Baled)	2.11 tons
Plastic (non-baled)	
Plastic (Baled)	16.08 tons
Cardboard (non-baled)	
Cardboard (Baled)	57.09 tons
Newspaper/Magazines (non-baled)	
Newspaper/Magazines (Baled)	32.86 tons
Phone Books	
Books/Flyers	
Office Paper	4.52 tons
Plastic Bags	0.62 tons
Styrofoam	0.00 tons
Other Items Recycled for the month	
Appliances	21.47 tons
E-Waste	3.83 tons
Glass	33.94 tons
Scrap Metal	25.52 tons
Shingles	67.39 tons
Tires	2.50 tons

Revenue generated by the Recycling Center for October was \$3,512.70.

### UNI RECYCLING SUBSTATION

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

Plastics #1-7	3.58 tons
Cardboard	10.69 tons
Newspaper	7.86 tons
Tin	0.89 tons
Glass	2.17 tons
Plastic Bags	0.66 tons
Office Paper	1.42 tons
Styrofoam	0.62 tons
<b>Total</b>	<b>27.89 tons</b>

### FAREWAY RECYCLING SUBSTATION

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

Plastic #1-7	6.86 tons
Cardboard	14.98 tons
Newspaper	10.17 tons
Tin	0.97 tons
Glass	2.61 tons
<b>Total</b>	<b>35.59 tons</b>

### GREENHILL VILLAGE RECYCLING SUBSTATION

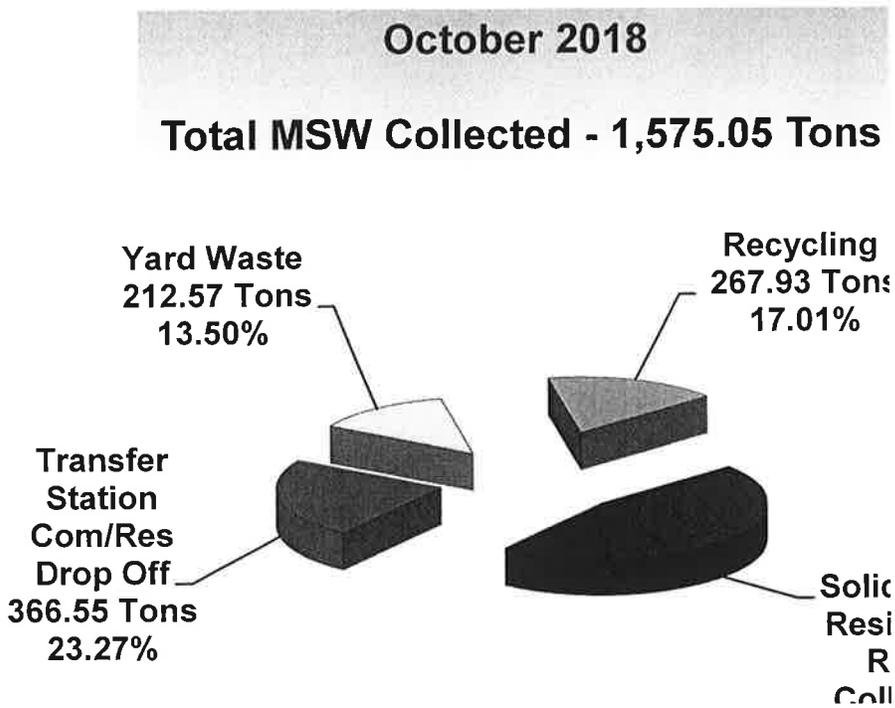
The Greenhill Village Recycling Substation received the following quantities of recyclables for the month of October.

Plastic #1-7:	3.30 tons
Cardboard	15.56 tons
Newspaper	6.67 tons
Office Paper	0.64 tons
Plastic Bags	0.00 tons
Tin	0.33 tons
Glass	1.55 tons
Styrofoam	0.46 tons
<b>Total</b>	<b>28.51 tons</b>

**MONTHLY TOTALS**

Municipal Solid Waste figures for the City of Cedar Falls:

The total waste collected by the City of Cedar Falls and hauled to the Black Hawk County Landfill, and to City Carton including Solid Waste, Yard Waste, and Recycling was 1,575.05 tons. The following pie chart is a representation of the Municipal Solid Waste figures for the month of October 2018 for the City of Cedar Falls.



**MISCELLANEOUS TASKS**

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

Equipment was cleaned on a weekly basis.

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

**COMPOST FACILITY**

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

**OUTSIDE SECTION ASSISTANCE**

- Provided assistance in the fleet maintenance facility.
- Assisted with solid waste and yard waste collection.
- Provided assistance with EAB tree removal.

**STREET & ALLEY MAINTENANCE**

- Streets were swept on a routine basis throughout the month.
- Potholes were filled with asphalt hotmix or with the Dura-Patch spray patch machine.
- The grind & patch method of street repair was utilized at various locations when it was appropriate.
- Alleys & road shoulders were graded as needed during the month.  
Replaced damaged sidewalk panels at the fire station on Main Street.
- Permanent repairs were made at locations where Cedar Falls Utilities had previously made temporary street & sidewalk patches.

**SANITARY & STORM SEWER MAINTENANCE**

- Replaced failed sanitary sewer box-outs at various locations.
- Replaced failed sanitary sewer castings at various locations.
- Reconstructed failed storm sewer catch basins.
- Cleared debris from catch basin grates following heavy rain events.

**MISCELLANEOUS TASKS**

- Mowed road shoulders.
- Reset and/or replaced damaged brick sidewalk pavers on the Parkade.

**CEDAR RIVER**

- The river level was monitored and normal operational procedures were followed during fluctuating water levels.
- Established pre-flood procedures were followed as the river rose to major flood level.
- Typical post flood concerns were addressed once the river receded after rising to major flood levels again.

## **WINTER WEATHER MEETING / ICE & SNOW TRAINING EVENT**

- The department held its annual meeting and training activities in preparation for the onset of winter weather. All staff that are involved with ice & snow clearing efforts attend the training. Training includes both class room instruction & discussions, plus hands-on equipment training. All equipment is thoroughly inspected, checked for operation and then any deficiencies are recorded so repairs can be made before adverse weather arrives.
- 1000 tons of road salt was ordered and delivered to our storage facility.

## **SPECIAL EVENTS:**

Traffic control materials were placed & retrieved for the following events

- Pink Ribbon Run on Main Street.
- College Hill Farmers Market on College Street.
- UNI Homecoming activities on College Hill.

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

- 113 traffic control signs were repaired.
- Made 10 labels for vehicle maintenance.
- Traffic operations completed 13 One Call utility locates.
- Completed 37 minor repairs and upgrades to different signalized intersections.
- Traffic personnel assisted building maintenance with 13 minor tasks.
- Traffic operations responded to 6 separate outdoor emergency siren service calls.
- Assisted vehicle maintenance with the rewiring of the Municipal Operations fuel island.
- Delivered building supplies and completed recycling task at city facilities.
- Traffic operations responded to 1 signal in flash call, repairs were made and returned to normal operation.
- Replaced 2 vehicle detection sensors at the intersection of 1<sup>st</sup> and Magnolia.
- Traffic personnel re-routed conduit and made electrical terminations for the new brine pump motor used for snow plow operations.
- Repaired an above ground electrical conduit that was a significant safety hazard at the intersection of 3<sup>rd</sup> and Main St.
- Assisted a contractor with a signal detection issue on the 58/Viking road construction project.
- Traffic operations continued work on a city wide sign improvement project, with the goal to replace excessively faded signs. This month 96 signs were replaced on various roads and recreation trails throughout town.
- Traffic operations continued work on the supplemental signal project throughout town. These signals are mounted to the side of the traffic pole. The goal is increased signal visibility and also as an MUTCD compliance. Intersections upgraded this month include:
  - 27<sup>th</sup> and Hudson
  - 23<sup>rd</sup> and Hudson
  - 18<sup>th</sup> and Hudson
  - 12<sup>th</sup> and Hudson
- All full time employees of Traffic Operations attended the annual plow training seminar.

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

The Fleet Maintenance Section processed 141 work orders during the month of October. 7 of them were either sent out or done by staff from other sections.

1,104 transactions were recorded through the City's fuel dispensing sites. The Usage was as follows:

6663.639 Gallons of Ethanol

8,307.880 Gallons of low sulfur diesel fuel

The total amount of fuel pumped for the month of October was 14,971.519 Gallons.

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

**Street Section**

261: Rewired 5100 system to add DLA for brine application.

297: Repaired a damaged wiring harness for debris body raise.

2041: Installed new DLA module to make trailer compatible with 6100 system.

280: Replaced damaged pin for bucket curl on loader.

235: Dump body was replaced and had rear axle aligned.

268: Replaced starter.

**Refuse Section**

340: Replaced hopper camera cable.

341: Repaired cart reader cable and arm up prox bar wiring.

372: Replaced cracked coolant surge tank.

346: Replaced gripper bearings and seals.

370: Replaced fifth wheel slide locks.

**Parks/Cemetery/Rec Section**

2139: Replaced front tires and repaired trailer electrical connector.

2189: Replaced electrical connector and adjusted all of the trailer brakes.

2136: Replaced broken shift tube.

2101: Replaced right front wheel bearing.

2302 Replaced ignition coil packs and replaced damaged exhaust.

**Fire Division**

FD501: EGR cooler and actuator were replaced at Beyer Motorsports.

FD561: Replaced batteries.

FD541: Replaced onboard battery tender.

**Police Division**

PD13: Replaced alternator.

PD18: Replaced tie rod ends, front brakes, sway bar links and aligned SUV.

PD19: Downstream o2 sensor replaced and driver's side seat was replaced.

PD10: Replaced fuel tank purge valve.

PD08: Replaced front tires and snow tires were mounted on the rear for the season.

**Community Development**

AD06: Tires were rotated and replaced power steering pump.

412: Replaced tie rod ends, track bar, u joints and had truck aligned.

490: Replaced a faulty starter.

510: Replaced starter.

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

CITY HALL

- Completed cleaning inspections of facility.
- Completed pest control services.
- Completed recycling services.
- Replaced dirty HVAC filters.
- Tested emergency generator.
- Tested elevator fire operation.
- Replaced bad light ballasts.
- Replaced bad light bulbs.
- Adjusted thermostat settings as needed.
- Delivered janitorial supplies.
- Planed down council chambers door that was rubbing on frame.
- Rebuilt and installed new shower valve in men's locker room.
- Repaired urinal sensor.
- Modified counter top and installed in interview room for finger printing.
- Removed broken oven and replaced.
- Repaired urinal valve.
- Reconfigured desk system in CATV area for graphic design work station.

COMMUNITY CENTER

- Completed cleaning inspections of facility.
- Completed pest control services.
- Replaced dirty HVAC filters.
- Replaced bad light bulbs and ballasts.
- Delivered janitorial supplies.
- Repaired emergency lighting.

FIRE DEPARTMENT

- Delivered janitorial supplies.
- Rekeyed office door and file cabinets for PSO office.
- Repaired bathroom faucet.

## HEARST CENTER

- Completed cleaning inspections of facility.
- Completed recycling services.
- Replaced dirty HVAC filters.
- Replaced bad light bulbs and ballasts.
- Delivered janitorial supplies.
- Repaired valve on stool causing water to run continuously.
- Repaired broken electrical outlet.

## HEARST RENTAL

- Installed flooring in entryway.
- Repaired furnace blower motor.

## LIBRARY

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Tested elevator fire operation.
- Reviewed building automation systems to verify proper operation of systems. Scheduled settings for holidays.
- Replaced light bulbs.
- Replaced light ballasts.
- Replaced dirty HVAC filters.
- Troubleshoot control system and ERV heat pumps causing units to overheat and turn off.
- Disabled door alarms for contractors.
- Unhooked electrical and data from front counter.
- Disassembled front counter desk system and disposed.
- Ran two new electrical circuits to new front desk and installed two data connections.
- Disposed of old furniture.
- Repaired door mullion on south entrance. Relocated door latch.
- Repaired emergency lighting.
- Delivered janitorial supplies.
- Reset GFI circuit to break room.

## MUNICIPAL OPERATIONS AND PROGRAMS

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Tested emergency generator.
- Replaced dirty HVAC filters.
- Reviewed building automation systems to verify proper operation of systems.
- Replaced bad light bulbs.
- Replaced bad light ballasts.
- Delivered janitorial supplies.
- Cleaned restrooms at 1500 Bluff and restocked supplies.
- Blower motor replaced on ERV #1 over offices.
- Flood control valve was repaired by contractor.
- Troubleshoot control system and reset outdoor air sensor.
- Preventive maintenance and repairs were made to garage doors.
- Reset HVAC systems and doors locks after power outage.
- Repaired blower motors on furnaces in vehicle storage garage.
- Repaired urinal sensor at 606 Union.

## RECREATION CENTER

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Reviewed building automation systems to verify proper operation of systems and schedules. Scheduled setting for holidays.
- Replaced bad light bulbs and ballasts.
- Installed arc flash label on electrical panels.
- Completed CFU rebate application for installing energy efficient gym lighting.
- Troubleshoot steam generator operation. System was overheating due to patrons covering sensor with towels.
- Installed moisture resistant gasket and louver on sauna light.
- Repaired sauna scent line leaking on floor.

## TRAFFIC OPERATIONS

- Assisted with signage repair and locates.
- Assisted with installation of holiday lighting outlets.

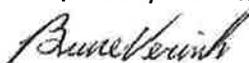
## VISITORS CENTER

- Completed cleaning inspection of facility.
- Completed pest control services.
- Completed recycling services.
- Replaced bad light bulbs.
- Delivered janitorial supplies.
- Ran data line from basement top monitor location for IT.
- Repaired blinds in lobby.

**RECREATION & COMMUNITY PROGRAMS DIVISION**  
**Monthly Report**  
**October 2018**

- Falls Aquatic Center - Staff has been working on all the fall project
  - Draining/winterizing pipe
  - Turf care continues with weed control, aeration of turf, treatment for Japanese beetles, mowing, cutting back bushes and shrubs
  - Waxing/coating water slides, coating stainless steel, organizing/storing items for winter
- Staff has started working on CIP projects and the FY20 budget that have been submitted to City Hall for review.
- Staff updated accomplishments over the past 18 months and set new goals for the next 18 months. These were submitted to City Hall to help keep Council informed.
- The Fall softball leagues and Kickball leagues for adults are now over and as are the youth Volleyball and flag football programs. All outdoor programs were affected by all the rain we received in September and early October forcing many games to be cancelled for the day. Most games were able to be rescheduled
- Beach House, Island Park, and Tourist Park were underwater most of the Fall. The river level forced a number of cancellations for shelter rentals in the area and Beach House rental. City Staff removed or elevated items in the Beach house on at least two occasions due to flooding.
- Rec Center
  - Fitness classes have gone well with no issues with over 3,100 patrons participating.
  - Staff in June had the exterior windows tinted to reduce morning sun by 75%. The blinds were removed in late August and hearing not complaints for patrons. Staff preferred to not have blinds up since they are difficult to clean easily bend. They do not look good after being up a short time. In October the pickleball players expressed concerns about the sun. As a result staff is investigating tinting the exterior of the windows or putting up a different type of blind.
- Staff has been busy working on the programs and services to be offered during the school year and will soon have them up on the web page for the public to see.
- Equipment use for summer programs has been collected, inspected, inventoried and stored in the basement of the Rec Center for next summer.

Respectfully submitted,



Bruce Verink  
Recreation & Community Programs Division  
Manager

## Recreation and Community Center Usage For October 2018

Members using the Facility	11,084	Tumbling	108
Non-Members using the Facility	813	Pickleball	365
Child Care	114	Racquetball Leagues	66
Aerobics	1,231	Racquetball/Wallyball Hrs	80
Circuit Weight Training	106	Massages	52
Exercise Trial	81	Meetings/Tours/Rentals	1,060
Sports Yoga	946	Birthday Parties	40
Cardio Cycling	607	Kindergarten Basketball	73
Personal Training Sessions	244	Indoor Park	382
Zumba	123	Steam Room Usage	624
Rock On	109		
		<b>TOTAL</b>	<b>19,028</b>

## Recreation and Community Center Revenues

Resident Memberships Sold		Punch Cards	
12 <sup>th</sup> Grade & Under	4	12 <sup>th</sup> Grade & Under	2
Adult	59	Adult	9
Senior Citizen	12	Senior Citizen	3
Family Pass	57	Child Care	4
Corporate Family	2	Racquetball	1
Corporate Individual	0	Towel	14
Towel Usage	605		
Credit Card Usage	\$34,471.30	Leisure Link Registration	\$3,158.00

### Daily Fees

Admission	\$4,856.00	Racquetball	\$32.00
Child Care	\$32.50	Exercise Tryout	\$405.00
Towels	\$33.25		

### Swimming Pool Passes (Winter)

Family	29
Individual	41
Youth & Senior	5

### Fitness Passes Sold

1-Month	8
4-Month	15

### Youth Programs

Youth Basketball		Flag Football	
Kindergarten	73	1 <sup>st</sup> & 2 <sup>nd</sup>	938
1 <sup>st</sup> & 2 <sup>nd</sup> Grade Girls	48	3 <sup>rd</sup> & 4 <sup>th</sup>	1,836
3 <sup>rd</sup> & 4 <sup>th</sup> Grade Boys	64	5 <sup>th</sup> & 6 <sup>th</sup>	1,404
Pool Parties	85	Volleyball	
Swim Club	1,255	3 <sup>rd</sup> & 4 <sup>th</sup>	96
Scuba	12	5 <sup>th</sup> & 6 <sup>th</sup>	96

### Adult Programs

Softball – Fall	552	Kick Ball League	144
Volleyball League	1,330	Dodgeball	96
Pickleball	365		

### Recreational & Lap Swim

Indoor	586
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### Rentals

Pool Parties	4	Shelters	12
Beach House	0	Gateway Celebration Shelter	3
Ball Fields	4	Recreation Center	13

**CEDAR FALLS RECREATION DIVISION**  
**October-18**

<b>YOUTH SPORTS</b>		<b>ADULT SPORTS</b>	
<b>Tumbling</b>		<b>Women's Volleyball Teams</b>	15
9:30 a.m.	19	<b>Mixed Volleyball Teams</b>	32
10:30 a.m.	17	<b>Racquetball League</b>	22
<b>TOTAL</b>	<b>36</b>	<b>Dodgeball</b>	5
<b>Kindergarten Basketball</b>		<b>TOTAL ADULT SPORTS</b>	<b>74</b>
9:00 a.m.	31	<b>ADULT ACTIVITIES</b>	
10:00 a.m.	40	<b>Ballroom Dance</b>	11
<b>TOTAL</b>	<b>71</b>	<b>TOTAL ADULT ACTIVITIES</b>	<b>11</b>
<b>1st &amp; 2nd Grade Girls Basketball</b>	<b>48</b>		
<b>3rd &amp; 4th Grade Boys Basketball</b>			
9:00 a.m. - Lincoln	32		
10:30 a.m. - Lincoln	32		
<b>TOTAL</b>	<b>64</b>		
<b>TOTAL YOUTH SPORTS</b>	<b>219</b>		
<b>YOUTH ACTIVITIES</b>			
<b>Indoor Park</b>	<b>13</b>		
<b>TOTAL YOUTH ACTIVITIES</b>	<b>13</b>		
<b>ADULT EXERCISE</b>			
<b>Circuit Weight Training</b>			
TTh 4:30 pm	12		
<b>Cycling</b>			
MWF 8:00 am	8		
<b>Rock On Monthly!</b>			
MWF 5:15 am	8		
<b>TOTAL ADULT EXERCISE</b>	<b>28</b>		

**CEDAR FALLS TOURISM & VISITORS BUREAU**  
**Monthly Report**  
**October 2018**



**Projects:**

- We hosted travel writer Wini Mornaville and received a nice 7-page spread in IA magazine promoting downtown Cedar Falls. 18,000 copies of this magazine are distributed to a qualified and exclusive group of investors and developers. A digital version of the article can be found at <https://iapublication.com/2018/09/25/36-hours-in-cedar-falls/>.
- We learned our bid to host the Big 12 Wrestling Tournament in 2021, 2022, 2023 and 2024 was unsuccessful. We will continue to work with the Cedar Valley Sports Commission to find events we can successfully host. Ashley Johnson is currently working on an NCAA Youth Basketball Camp for next July.
- Met with JayJay Goodvin and Bryan Farr from Historic Route 20 to discuss promotion of Iowa's route and do an interview on KXEL radio.
- Recruiting organizations to participate in our first Non-Profit Draft Day to match volunteers to long term opportunities on boards and committees planning events and experiences for visitors.
- Building digital infrastructure necessary to set up our new online calendar of events. This will be a more user-friendly experience and offer more promotional opportunities than our existing calendar.
- Gathering content for a new facilities guide to promote event spaces in our community.
- Gathering content for 2019 visitor guide.
- Invited the public to apply for FY20 Community Betterment Grants
- Attended Boomers in Groups Marketplace in French Lick, Indiana, and met with 38 tour planners to promote Cedar Falls itineraries.
- Toured Harold Mutches collection of artifacts with Nathan Arndt in Grundy Center to assess and consider for a possible museum in Cedar Falls
- Worked the UNI Inspiring a Healthier You showcase.
- Worked with Waterloo Convention and Visitors Bureau and Amanda Hansen to redesign our metro map
- Attended final workshop for ArtsLab in Des Moines
- Met with INRCOG and other partners to discuss potential renewal of Iowa Great Places designation.
- Hosted annual appreciation potluck for Envoy volunteers
- Cedar Falls Tourism and Visitors Bureau board awarded a grant to UNI to bring the Telling a People's Story exhibit to Cedar Falls during the 8<sup>th</sup> Annual African American Children and Families Conference in February 2019.
- Attended planning meeting for a new Iowa Festival and Events Association in Des Moines. This new group will provide networking, educational programming and other resources for large festival and event planners. We intend to offer an annual conference in October.
- We are considering improvements for next year's Cedar Valley Fondo Fest.

**Highlights from Becky Wagner:**

- Created profile sheets for Boomers in Groups and Travel Iowa Marketplace. Also created itineraries for these shows and conducted follow-up on the lead that were generated.
- Creating Historic Route 20 step –on guided tour for groups.
- Hosted a group from Manchester, Iowa, visiting the Food Bank, Laughing Tree Café and shopping downtown.
- Sent quarterly newsletter and scheduled volunteers to staff the visitor center on weekends.
- Processed bills.

**Highlights from Linda Maughan:**

- Wrote newsletter/blog articles about LitCon, Holiday Open Houses and Festival of Trees “Sparkles at 30”.
- Monitored and created posts for Facebook, Twitter, Instagram, Pinterest and Google+ for the Visitor Bureau.
- Updated web pages.
- Continued to add to and manage our photo library.

**Highlights from Deb Lewis:**

- Assembled welcome materials for Iowa Museum Association Conference
- Created healthy living bingo card for wellness fair
- Assisting with printed calendar of events for cross training purposes
- Gathered attendance figures for events and attractions
- Tabulated statistics for monthly report
- Managed trails promotion and flooding announcements and re-routing through social media and websites
- Worked with 12 individuals interested in renting our space

**Highlights from Vicki Bailey:**

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

**Meetings/Events:**

- Friends of the Hearst Center membership meeting
- MOP Staff
- Cedar Valley Economic Development luncheon at Diamond Event Center
- Met with Damen Trebilcock, Hawkeye Hospitality regarding downtown Hampton Inn
- Art and Culture Board meeting x2
- Great American Rail Trail conference call
- Cedar Valley Non Profit Association fundraising workshop
- Hosted Greater Cedar Valley Alliance Affiliates meeting
- Community Main Street board
- Met with Kate Hall, Jim Kerns, Heather Skeens about chairmanship of Art and Culture board
- Cedar Valley Sports Commission board and executive committee
- Marketing committee
- Cedar Trails Partnership board
- Cedar Valley Sports Commission golf outing
- Salute to Women event
- Iowa DOT Tourist Oriented Signage committee
- Library board meeting regarding management of the Hearst Center
- Riverfront Improvements public meeting

**Other events we assisted with:**

- Cedar Valley Endurance Fest
- Iron Elite Fall Nationals
- Twisted Cross Cyclocross

Respectfully Submitted,

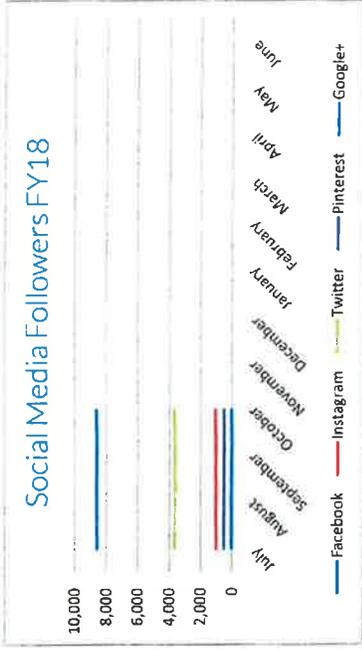
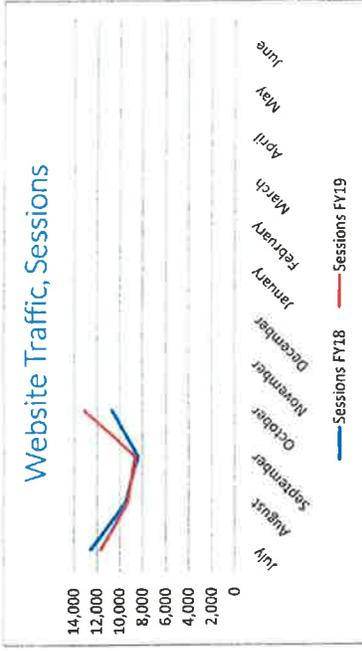
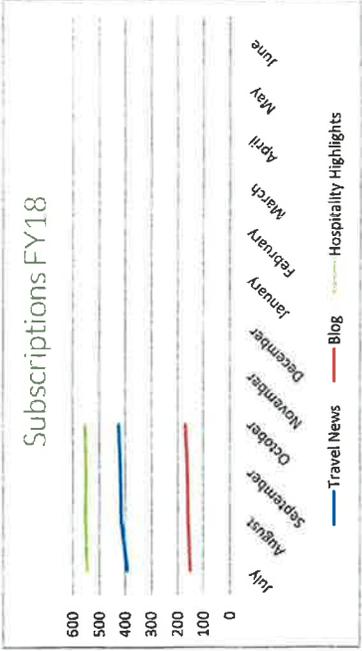
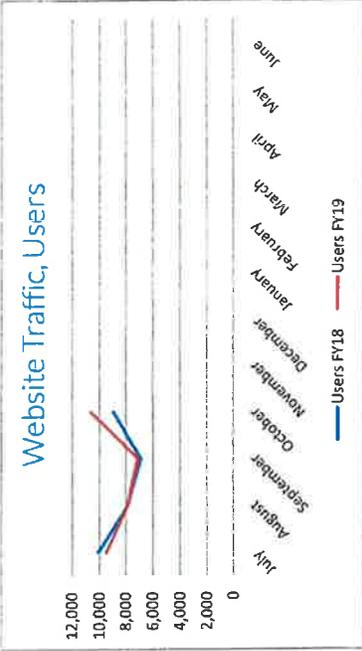
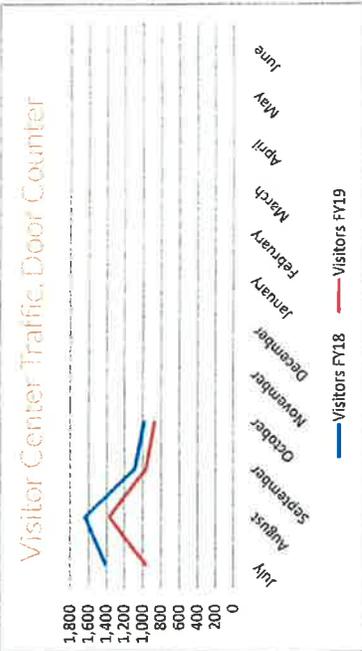


Kim Manning, Visitors, Tourism and Cultural Programs Manager

**Monthly Activity Report for Cedar Falls Tourism & Visitors Division**

	July	August	September	October	November	December	January	February	March	April	May	June	Totals
<b>July 2018 thru June 2019</b>													
<b>INCOMING CONTACT BY</b>													
VC Walk-in (Door Counter) FY19	964	1,363	963	868	766	528	606	426	953	1,085	2,509	1,982	4,168
VC Walk-in (Door Counter) FY18	1,411	1,635	1,088	988									13,976
Email/Website	58	44	25	26									153
US Mail	0	0	0	0									0
Phone	143	98	114	2									357
<b>HOW HEARD ABOUT US - (if offered)</b>													
Friends / Family	0	0	5	1									6
Other (eg. Postcard mailing, ads, web/FBook)	0	2	20	0									22
Signage	0	4	14	12									30
Advertising	0	0	0	2									2
Trade / Consumer Show	4	0	1	1									6
<b>SERVICES PROVIDED</b>													
Attended a Meeting/Rental	62	188	96	128									474
Bureau Business	229	167	175	228									799
Group Tour Info	1	12	0	2									15
Hotel/Restaurant	2	1	0	2									5
Relocation	1	1	11	2									15
School Project	0	0	0	1									1
Special Event	0	0	0	0									0
Trail User	100	118	96	55									369
UNI	0	11	5	2									18
VC Amenities including Restroom	655	722	664	484									2,525
<b>ADVERTISING LEADS</b>													
Iowa Travel Guide / Website	572	483	415	331									1,801
EITA Travel Guide	1	1	2	0									4
AAA Living	4	0	0	0									4
Midwest Living (Best of the Midwest)	117	24	25	15									181
Iowa Tour Guide (group leads)	4	9	4	0									17
<b>BROCHURE DISTRIBUTION</b>													
Total Visitor Guide Distribution	1,364	1,252	1,040	1,236									4,892
VG Mailed Out (Individual)	27	27	17	11									82
VG Bulk Distribution (Local)	312	467	380	410									1,569
VG Bulk Distribution (Non-Local)	240	120	175	120									666
Relocation	30	7	7	2									46
Welcome Bags	57	114	15	347									633
Total Trail Guide Requests	321	368	73	179									941
<b>WEBSITE TRAFFIC</b>													
Users FY19	9,469	7,844	7,077	10,612									35,002
Users FY18	10,074	7,809	6,880	8,907									93,247
Sessions FY19	11,650	9,315	8,628	13,109									42,702
Sessions FY18	12,533	9,504	8,410	10,684									113,324
Page with Top Views	Upcoming Events	Upcoming Events	Upcoming Events	Upcoming Events									
Top Traffic Source	Google	Google	Google	Google									
Top Referral Site	m.Facebook.com	m.Facebook.com	CedarFalls.com	m.Facebook.com									
<b>SUBSCRIPTIONS</b>													
Travel News (consumer newsletter)	390	414	417	424									
What's News Blog	148	156	160	168									
Hospitality Highlights (partner newsletter)	543	550	548	551									
<b>SOCIAL MEDIA FOLLOWERS</b>													
Facebook (Likes)	8,577	8,608	8,614	8,619									
Instagram	1,000	1,012	1,029	1,062									
Twitter	3,657	3,616	3,639	3,661									
Pinterest	504	505	506	497									
Google+	27	21	21	22									
<b>VOLUNTEER INVOLVEMENT</b>													
Board / Committee Hours	129	138	146	116									629
Student / Intern Hours	152	72	6	10									239
Envoy Hours - Visitor Center	98	105	100	82									384
Envoy Hours - Special Event/Rapp/Station	29	4	4	4									41

MISC.	2	11	3	4	20
Groups in Conference Room	2	11	3	4	5
Motor Coach Group in CF	0	3	1	1	6
<b>INCOME</b>					
Gift Shop Sales	\$872.15	\$774.46	\$474.84	\$521.32	\$2,642.77
Facility Rental	\$210.00	\$630.00	\$500.00	\$350.00	\$1,690.00
Host Motor Coach @ VC or Step Guide	\$0.00	\$200.00	\$0.00	\$0.00	\$200.00





**PUBLIC EVENTS/PROGRAMS @ The Hearst**

- Oct. 5: Resistance and Rescue exhibition opening reception
  - Oct. 9: Photo Club meeting
  - Oct. 11: Iowa Museum Association graduate students/career conversations presentations
  - Oct. 11: Songbook Trio concert
  - Oct. 11: Lunchtime concert
  - Oct. 14: Rich Beyer, documentary film maker, visit and film screening
  - Oct. 16: Film screening of "the Danish Solution" with director Karen Cantor
  - Oct. 18: Red Herring Readers Theatre
  - Oct. 23: Family Halloween Costume Party
  - Oct. 25: Final Thursday Reader Series and Open Mic
  - Oct. 26-28: Lian Zhen watercolor workshop
  - Oct. 30: Public lecture with Steen Metz, holocaust survivor
- Outreach:**
- Oct. 13: Fall Family Fun Fest- hosted by Community Main St.
  - Oct. 18: College Hill Farmer's Market
  - Oct. 20: Hansen's Dairy
  - Oct. 20: Waterloo Farmer's Market
  - Oct. 20: Frankentoy workshop hosted by the CF Library
  - Oct. 27: Scheel's Halloween event

**HIGHLIGHTS from Heather Skeens, Cultural Programs Supervisor:**

- Met with Friends President and Kim Manning to review Friends membership structure.
- Met with local artist to discuss implementing visiting artist program.
- Attended monthly Cedar Valley Arts steering committee meeting.
- Met with Melody Parker from the WCF Courier.
- Attended exhibition opening for Resistance and Rescue.
- Met with Friends President and Art & Culture Board President to discuss annual appeal.
- Prepare for and attended graduate student presentations at the Hearst, for the Iowa Museum Association (IMA) conference and annual meeting cohosted by the Hearst, UNI, and Cedar Falls Historical Society. Proctored one session at UNI. Participated as panelist for "career conversations" session at the Hearst.
- Met with Emily Drennan and visiting artist to discuss potential exhibition.
- Hosted public lecture with documentarian Rick Beyer.
- Hosted public lecture with documentarian Karon Cantor.
- Attended CFPL board meeting as Hearst representative.
- Participated in 3-day closing workshop for ArtsLab with Kim Manning (Des Moines).

- Met with Matthew Wilson, ACB Treasurer, to work on Community Sponsorship Fund.
- Worked with Dan Perry (UNI) as partner on grant request. Wrote letter of support.
- Worked with Alex Dooley/ Art Can Help as partner on grant request. Wrote letter of support.
- Met with Stephen Gaies (UNI) to coordinate program expenses for Resistance and Rescue.
- Completed final report for CFNEIA grant – Teen Trust.
- Hosted public lecture with Steen Metz.
- Participated in diversity discussion session with staff, led by Sheri Huber-Otting.
- Met with local artist and Emily Drennan regarding possible 2019 public program series.
- Submitted proposal to V&T for Community Betterment Grant.
- Reviewed/ amended agendas for Friends, Art and Culture Board and Public Art Committee meetings.
- Attended/presented at meetings of Friends of the Hearst board, Art and Culture Board and Public Art Committee.
- Worked with Senior Services Coordinator to approve bills, dailies, timesheets, etc.
- Led weekly staff meetings.
- Sent two bi-weekly emails for board and committee members, council and directors.

**HIGHLIGHTS from Lea Stewart, Senior Services Coordinator:**

- Edited classes in MaxGalaxy as needed for content, maximums and cancelations.
- Researched and resolved billing problems with local Ace Hardware vendor.
- Imported new and updated existing contacts in Past Perfect for better mailing lists.
- Compiled a list of donors and members for acknowledgement in the Winter Brochure
- Researched potential donors and advocates and community members for development.
- Researched past rentals and class registrations & reported on trends
- Collected and deposited cash box donations.
- Helped Emily produce an itinerary and map for the public art committee tour.
- Updated and maintained contact information Max Galaxy for Friends members, committee & board members, and donors.
- Contacted class registrant when class was cancelled.
- Purchased and maintained stock of office supplies.
- Processed weekly deposits for the Hearst front desk and Friends group checks.
- Handled gift shop transactions and answered customer questions about merchandise.
- Answered questions on the phone and in person about upcoming events & classes.
- Greeted visitors and gave directions to other area attractions.
- Entered council bills, P-card transactions and payroll.
- Processed vendor payments and reimbursement requests.
- Generated invoices and processed payments for North Star.
- Generated reports from AS-400 for staff members as requested.
- Recorded Friends donations and membership dues in Past Perfect.
- Updated the past year comparison report of Friends Memberships.

- Updated the financial report for the Public Art Committee meeting.
- Completed program registrations both in person and over the phone for classes.
- Made weekly reports on the status of membership and class enrollment.
- Entered rental contracts & took payments for them in MaxGalaxy.

#### HIGHLIGHTS from Emily Drennan, Curator & Registrar

- Develop exhibition design and install works for *ASSEMBLY: The Work of Dazzle Camouflage* on loan from UNI professor of art and distinguished scholar Roy R. Behrens.
- Work with the Florida Holocaust Museum (FHM), St. Petersburg, FL to develop a unique exhibition design for the works included in that organization's collection of photography for *Resistance + Rescue: Photographs by Judy Ellis Glickman*.
- Prepare galleries to be open to the public with lighting, signage, and seating.
- Attend meetings of the Cedar Falls Art & Culture Board.
- Prepare for and attend an opening reception for *Resistance + Rescue: Photographs by Judy Ellis Glickman*.
- Prepare for and attend opening sessions, including graduate student presentations in Mae Latta Hall, for the Iowa Museum Association (IMA) conference and annual meeting cohosted by the Hearst, UNI, and Cedar Falls Historical Society.
- Attend sessions and annual meeting of IMA on campus at UNI.
- Meet with innovative photographer from Hiawatha, Iowa to discuss a possible exhibition.
- Help prepare for and attend an event related to the exhibitions in the galleries. *Rick Beyer: The Ghost Army Film Screening and Discussion*.
- Travel to the home of collectors in Decorah to pack/transport works.
- Work with a local framer to have works tightened and cleaned.
- Prepare agendas and minutes and gather other financial and committee materials for the Cedar Falls Public Art Committee (CFPAC) and release for distribution and public posting.
- Attend meeting of the CFPAC and serve as staff secretary.
- Work with UNI Visual Resources Curator Bryan Van Donslear to develop a selection of permanent collection works for foundations student tour at Hearst; speak to students.
- Prepare for and assist in hosting event related to the exhibitions, guest speaker, author, and Holocaust survivor Steen Metz.
- Work with UNI Public Art Incubator and art faculty Dan Perry and the Cultural Programs Supervisor Heather Skeens to discuss a project with a grant opportunity.
- Organize a bus tour and locations for the CFPAC.
- Participate in Diversity Discussion session with staff.
- Attend weekly staff meetings.
- Work with the Marketing Asst. to prepare didactics, publicity, and etc. for exhibitions.
- Work with the Education Coord. to develop adult artmaking for upcoming receptions.

### HIGHLIGHTS from Sheri Huber-Otting, Programs Coordinator:

- Assisted with a tour for UNI students on Oct 19<sup>th</sup>. Discussed programs.
- Wrote up 3 rental contracts.
- Wrote 2 agreements for upcoming programs.
- Sourced 4 volunteers for events in September totaling 9 hours.
- Managed our UNI Student who needs to volunteer for 150 hours for his major. He worked 43.92 hours in September.
- Coordinated rehearsals for the Red Herring Theatre play.
- Helped to clean and set up Mae Latta before events and after.
- Reviewed materials for upcoming events in November and beyond.
- Worked more on goal setting for upcoming year.
- Attended weekly staff meetings
- Worked with GBDPAC on collaboration on upcoming events.
- Oct. 22<sup>nd</sup> Attended the first planning meeting for the Local Food and Film Fest to be held at the Hearst Center on March 2<sup>nd</sup>.
- Organized and attended the photo club outing and 2 meetings at the Hearst.
- Gave a diversity workshop for staff based on a session from the Iowa Arts Summit.
- Set up agenda and attended the Friends Board meeting on Oct.2
- Set up agenda, attended, and took minutes at the Oct 23rd Friends Board meeting
- Researched films for December reception and exhibition.
- Obtained permission to use a film for above exhibit from the director.
- Researched and contacted Grinnell College about an upcoming celebration of Iowa Poet Amy Clampitt for 2020..
- Worked on winter brochure events.
- Researched my time spent last 12 months on rentals.
- Attended the IMA Conference for 1 afternoon Oct. 9<sup>th</sup>.
- Provided food and volunteers for the Oct. 5<sup>th</sup> opening reception for Julie Ellis-Glickman.
- Planned and hosted reception for IMA on Oct. 7<sup>th</sup>.
- Helped plan and set up the Rick Beyer film screening of the Ghost Army on Oct. 14<sup>th</sup>.
- Oct. 24<sup>th</sup> attended a Volunteer Management Conference in Urbana, IA
- Helped plan reception and work it and did AV set up for the Steen Metz talk on Nov 30.

### HIGHLIGHTS from your Abby Haigh, Marketing Assistant

- Worked with graphic designer on projects: Dazzle Camouflage bookmark for IMA gift bag and labels, Resistance + Rescue, labels, , Steen Metz flyer, Rick Beyer flyer, and Red Herring Theatre poster.
- Exhibitions: worked with curator on Marguerite Wildenhain Travel Drawing mailing and selling postcards and Resistance + Rescue and Dazzle Camouflage labels.
- Worked with Deb Ortega at Modern Postcard on Marguerite Wildenhain selling postcards.
- Submitted winter brochure events/education/exhibitions to V&T web calendar.

- Submitted events/exhibitions for Tourism printed calendar of events.
- Mail Chimp: created content/graphics /sent/added email subscriptions, created content/graphics for November E-News, Documentary with Rick Beyer, Resistance + Rescue Opening Reception, Lunch + Learn/Dazzle Hour and Steen Metz Gallery Talk.
- Continued to fill in at the front desk for lunch breaks, absences, breaks, take mail to city hall and mailings to post office.
- Gift Shop: continued researched new vendors and furniture (pottery, journals, books, jewelry, youth/adult misc. items).
- Managed all social media for the Hearst Center.
- Created content/graphics/posts for social media.
- City Website: education updated, exhibits updated, A & C Minutes/Agendas added to Boards & Commissions, General Information, Public Art.
- Friends of the Hearst Website: Index page updated on a weekly basis. Pages updated monthly: events, education, and exhibitions.
- Coordinated radio interviews (Stephen Gais, KXEL Morning News, ads 1 (IPR: Resistance + Rescue/Dazzle Camouflage)
- Facebook Ads -13 (Resistance + Rescue Opening Reception, Rick Beyer Documentary Talk, Steen Metz Gallery Talk)
- Press Releases 2 (Resistance + Rescue: Photographs by Judy Ellis Glickman and Dazzle Camouflage)
- Print -1 Billboard (Dazzle Camouflage)

#### **HIGHLIGHTS Angie Hickok, Education Coordinator:**

- Attended weekly staff meetings.
- Communicated open shifts, outreach events and upcoming instructor staff meeting dates/times.
- Scheduled staff to classes, workshops etc.
- Supervised the organization of and supply of materials of classrooms by Ed Assistant.
- Supervised and delegated duties to Ed Assistant: ordering supplies, organizing classrooms, leading classes, and scheduling outreach CAFÉ programs.
- Supervised and delegated duties to Ceramic Lab Tech: ordering supplies, organizing ceramic lab, leading classes, and scheduling, professional development.
- Supervised all lessons/activities- Saturday morning youth classes.
- Coordinated 1 birthday- paper work, shifts, activities.
- Coordinated with Community Main Street for their Fall Family Fun Day to offer children's activities and face painting.
- LitCon at CFPL.
- Coordinated with Scheel's to offer children's activities and face painting at their Halloween event.
- Started the Winter schedule of classes- dates, instructors, content.
- Hired one youth instructor- Megan Roethler- did paper work, training video & went through handbook.
- Coordinated with YMCA to offer face painting at an event.

- Coordinated two tours of the Hearst with UNI faculty.
- Gave tours to two classes from UNI- helped to communicate with curator pieces from our collection to be on display for an additional drawing class.
- Contacted several potential instructors for winter classes/workshops.
- Developed contracts for special art opportunities (workshops/classes)- Did all essential paperwork for Lian Zhen.
- Supervised and helped get ready our Raku firing for our fall workshop.
- Went to Hoffman Farms to pick up donated pumpkins for our Halloween Carnival.
- Organized, decorated and delegated duties to staff and volunteers for our Halloween Carnival Event.
- Attended the Waterloo Urban Farmer's Market- set up table with marketing material and activities.
- Recorded the last session of "Show Stoppin'" and emailed to parents.
- Contacted instructors to facilitate a special printmaking session for an upcoming exhibit.
- Attended ARTapalooza- on planning committee, distributed lunches to artists and volunteers.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Heather Skeens". The signature is written in a cursive, somewhat stylized font.

Heather Skeens, Cultural Programs Supervisor  
Hearst Center for the Arts

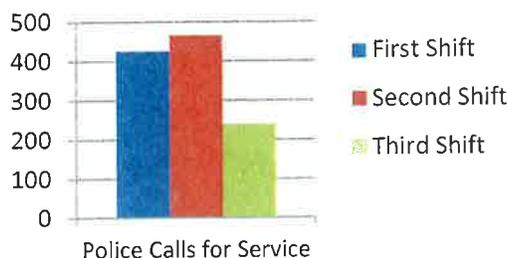
## Hearst Center for the Arts Activity Report - Cultural Division FY19

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

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

**CEDAR FALLS POLICE**

<u>Police Statistics</u>	First Shift	Second Shift	Third Shift
Calls for Service	426	465	241
Traffic Stops	72	119	138
Arrests	8	22	26



**FIRST SHIFT – Captain Jeff Sitzmann**

- All Officers attended monthly In-Service Training which consisted of night firearms, rifle and shotgun qualifications. All Officers have adjusted well to the new 9MM handguns. The training also consisted of some competition shooting.
- First Shift Officer John Zolondek has been promoted to Lieutenant. He and Lieutenant Schreiber have been assigned to the Fire Division and Lieutenant Kari Rea has been assigned to First Shift Patrol.
- Three First Shift Officers assigned to the Major Incident Response Team attended three days of Training at Camp Dodge. This is an annual training for Major Incident Response Team members. The team is able to use a large number of unoccupied houses and buildings to conduct Entry Drills and Live Search Training.
- Several First Shift Officers assisted with the 2018 University of Northern Iowa Homecoming activities. Some were assigned to Foot Patrol and some were assigned to Walking Patrol on the College Hill and the Parkade.
- Officers and Investigators conducted follow-up investigation after a reported Arson in eastern Cedar Falls. The suspect was arrested on 10/09/18 for 1st Degree Arson and First Degree Burglary. Extra attention has been given to the victim residence since the arrest.
- Officers were dispatched to a Burglary in progress on West 8th Street. A subject woke up and found an unknown female sleeping on his couch. The female was very intoxicated and claimed she was in the correct house and that the Reporting Party was in the wrong house. She was arrested for Public Intoxication.
- Officers assisted with the report of a Weapon's Violation at the High School. The incident involved social media postings indicating a subject had brought a gun to the High School. The incident consumed Officers for two days and involved a lot of media attention. This incident was resolved and handled by School Administration.
- Officers investigated the Theft of a large metal construction box at a job sight. The suspects used a fork lift and loaded the large heavy box into a vehicle. Thousands of dollars in equipment was kept inside the box.
- Officers dealt with a natural gas release near the intersection of Highway 58 and Viking Road. This was related to the construction for Highway 58. Traffic had to be shut down for about ten minutes before Cedar Falls Utilities could shut down the line.
- Officers again investigated the Theft of packages which were stolen from the porch area of a residence after being delivered.
- Officers investigated a Domestic Disturbance in a southern Cedar Falls apartment complex. A female had locked herself into a room to hide from her boyfriend, who had previously been banned from the property. Evidence of drug use was found and a Search Warrant was executed. Multiple charges were filed against the two including Child Endangerment.

**SECOND SHIFT – Captain Jeff Harrenstein**

- Officers responded to Target on a shoplifter in custody. One adult female was arrested for Theft 5th.
- Officers responded to Kohl's for two Shoplifters in custody. One adult female was arrested and charged with Theft 4th and the juvenile female was charged with Theft 5th.
- Officers responded to Scheels for two Shoplifters in custody. Both juvenile females were charged with Theft 5th.

- Officer took a report of a Stolen flag pole and flag for the Wesley Foundation.
- Officers responded to Victoria's Secret for a Shoplifting of over \$600. The suspects were gone upon arrival. A report was initiated.
- Officers responded to a minor Personal Injury Accident with a motorcycle involved in the 6400 block University Avenue. Investigation led to the discovery the driver of motorcycle gave False Information and he will be issued multiple citations when located.
- Officers responded to a residence on Pine Street in reference to daughters and mother Fighting with each other. Mother's left arm was injured and she needed medical treatment. Daughters taken to Police Station for statements and mother came in later to make a statement. Mother would like the youngest one charged with kicking her in the arm. Incident remains under investigation pending medical reports.
- A Hit-and-Run that had occurred at The Quarters was investigated and the driver was located and charged with Leaving the Scene of a Property Damage Accident and Failure to have Insurance.
- Officers responded to Five Seasons Mobile Home Park on a report of a male subject being Disorderly. During the investigation, it was discovered that he had Assaulted a couple of juveniles. An adult male was arrested for Simple Assault two counts.
- Officers responded to a minor Personal Injury Accident at Greenhill Road / Rownd Street with three vehicles involved.
- Officer took a report of Harassment at a residence on Lincoln Street. Suspect was Warned and Advised that further contact would result in his arrest.
- Officers checked at a residence on West Ridgeway Avenue for an adult female who was Wanted. She was located and arrested on a Warrant.
- Follow-up investigation into an earlier Shoplifting incident led to the arrest of an adult male for Theft 3rd.
- Officers responded to a residence on West 6th Street on a tip that a Wanted Person was there. Officers located the adult male who was arrested on a Valid Warrant.
- Officers responded to a Personal Injury Accident at Maplewood Drive / Rownd Street with a report of an Unconscious Person in one of the vehicles. Report was initiated and a citation was issued.
- Officers responded to another Personal Injury Accident at 10th Street / Pearl Street. Cedar Falls Utilities were called as a utility pole was struck and damaged.
- An Officer responded to a minor Accident and during the investigation found that an adult female involved had a Warrant for her arrest and was Driving While License Suspended. She was arrested and transported to the Jail.
- Officers conducted a Traffic Stop and Vehicle Search at 14th and Main Streets. During the Search a quantity of Marijuana and Drug Paraphernalia was located. One subject was arrested and charged with several Drug Offenses.
- Officers responded to Wal-Mart on the report of a woman struck by a vehicle. Officers located an elderly woman who advised a car had backed into her and pinned her between a second vehicle. The woman did have minor injuries, but refused treatment. No information was obtained on the vehicle that struck the woman.
- Second Shift Officers assisted with University of Northern Iowa Homecoming. Officers closed off streets and cleared vehicles from 'No Parking' zones.
- Officers assisted with a Missing Person report stemming from a residence on University Avenue. It was reported that a 77-year old male with Alzheimer's had walked away from a vehicle while his wife was inside a business. Officers determined that the male had actually been left at a different location and was found quickly. The subject was safe and was returned to his wife.
- Officers on Second Shift dealt with a mentally ill subject believed to be abusing drugs at several locations around the University corridor. Officers eventually had the subject taken by Ambulance to the Hospital for a drug / mental health evaluation.
- Officers again assisted with University of Northern Iowa Homecoming. Officers on Second Shift were assigned to Bike Patrol and assisted with Road Closures and Parking Enforcement.
- Officers located a Stolen Vehicle out of Cedar Rapids. The vehicle was located outside of the Target store and was towed and Cedar Rapids Police were notified. Officers are working to return the vehicle to its owner.
- Officers responded to a possible Residential Burglary in the 800 block of South Ellen Street. It was determined that unknown suspect(s) kicked in the front door and rummaged through the residence. The

occupants of the house are out of town and at this time it appears a TV and miscellaneous jewelry may have been taken.

- Officers arrested a male subject on a Cedar Falls Warrant for Domestic Assault. This subject is now being held in Jail on a Parole Violation.
- Officers arrested a male and a female for Theft from Kohl's.
- Officers were dispatched to Martin Brothers Food Market for a Fraud. Three of the employees were scammed out of I-Tunes cards. The value off all the cards was around \$10,000.
- Officers arrested a male in the 200 block of West 2nd Street for a Warrant. The subject was charged with Theft 2nd Degree and Possession of Controlled Substance – 3rd Offense.
- Officers arrested two juveniles for Theft from Scheels.
- Officers were called to the area of Scheels for subjects looking in car windows. Three subjects were located. One was charged with Possession of Marijuana. Additional charges are pending.
- Officers arrested a juvenile for Theft of his mother's fiancé's truck. A loaded gun was left in the truck, and the juvenile was seen shooting out the window. He was charged with Operation Without Owner's Consent, Reckless Use of a Firearm, Driving While License Suspended and Carrying Weapons. The juvenile was transported to Bremwood and his Probation Officer notified.
- Officers investigated two separate Domestic Assaults. The investigation continues with both cases, as the suspects left the area.
- Officers responded to Scheels on the report of an adult female Shoplifter. One subject is charged with Theft 3rd Degree.
- Officer conducted extra Foot Patrols in the Downtown area due to large crowds Trick or Treating on the Parkade. Officers were also assisted by several Reserve Officers in crowded neighborhoods due to large amounts of additional vehicle and pedestrian traffic from the Halloween holiday.

### **THIRD SHIFT – Captain Mark Howard**

- Officers responded to an Assault in progress on Peridot Road. The female caller was being Assaulted by her adult son. The son fled the scene, and a Warrant was issued for his arrest for Domestic Assault.
- Officers responded to Hy-Vee and arrested a male for Theft.
- Officers responded to Gas Light Trailer Court for a Fight between a boyfriend and girlfriend. Both parties were intoxicated and belligerent with each other. Transportation was arranged to get the male to another residence for the night.
- Officers responded to a Verbal Argument between a boyfriend and girlfriend in the 1100 block of College Street.
- Officers responded to a report of a Burglary in progress in the 1700 block of West 18th Street. The homeowner reported she thought someone was breaking into her house. Officers checked the area and determined it was the strong wind causing noises.
- Officers were at Kwik Star on College Hill when a male walked into the store that had a Warrant for his arrest. He was arrested and taken to Jail.
- Officers were called to a residence on Clay Street in reference to a possible Domestic Assault occurring. Officers arrested a male for Domestic Assault / Strangulation. The female refused any medical attention at the scene.
- Officers were called to the 2700 block of College Street in reference to a Suspicious Truck parked alongside the road. The driver was intoxicated, and led Officers on a short Pursuit before crashing his truck. The male was arrested for Operating While Intoxicated, Eluding, and Traffic Offenses. Investigators executed a Search Warrant on his truck later, and recovered a small amount of Marijuana, as well.
- Officers were called to a possible Domestic Assault occurring in the 3200 block of Terrace Drive. There was no Assault. The tenant was just intoxicated and loud.
- Officers responded to a Loud Party in a building at the Quarters. The party was shut down.
- Officer responded to a Fight in progress at Derringer's Public Parlor. Both subjects fled prior to Officers arrival. One subject was located later and cited.
- Officers responded to a Fight at Great Wall Chinese Restaurant. Neither party wanted to pursue charges. All subjects were separated, and Warned.

- Officers received three reports over the night of a possible intoxicated or drugged male trying to get into houses in the area of 1900 block of Merner Avenue. Officers searched the area on foot several times, but never located the male.
- Officers received a report of a male sleeping in the roadway on Cedar Heights Drive. Officers located the male asleep in the northbound lanes. Miraculously, he had not been struck by traffic. The male was arrested for Public Intoxication.
- Officers responded to a Loud Party at 20th Street / Merner Avenue. The party was shut down, and the tenants Warned.
- Officers responded to a Loud Party in the 1600 block of Brookside Drive. The party was shut down, and the tenants Warned.
- Officers came upon a Fight while conducting a Bar Check at Social House Bar. A male was arrested for Public Intoxication and Disorderly Conduct. This was his second arrest by Cedar Falls Police Department in a month.
- Officers took a report of a Hit-and-Run at the Quarters. The run vehicle was not located, but a suspect has been identified. Case is still under investigation.
- Officer responded to a Fight in front \$5 Pizza. The Fight occurred between the "victims" and "suspect" from a Vandalism case. Officers detained the suspect, but the victims declined to pursue charges.
- Officers responded to a Disorderly call at Derringer's Public Parlor. One subject was arrested for Public Intoxication.
- Officers responded to a call of a female that was making suicidal comments. A friend received texts from the female that stated she took a bunch of pills and that she was using a knife on her throat. Officers were able to track the female down and she went with Paramedics to the Hospital.
- Officers assisted Paramedics with a male that fell out of bed and was unresponsive. Officers met the wife of the male and she said that he had fallen out of bed and she couldn't wake him up. It was determined he had a medical issue. The male went to the Hospital to be examined.
- Officers responded to a 911 Call at Midas. Lights were on at the business. Key holder arrived and nothing was found believed to be phone line issues.
- Officers were called to IHOP for a Hit-and-Run. Officers did locate the second vehicle at Wal-Mart.
- Supervisor took a call from Black Hawk Hotel stating that a male subject was trying to get in the front door. When Officers located the subject he resisted Officers and grabbed an Officer's Taser and tried to take it out of his hand. The subject was arrested.
- Officers responded to an Assault in progress in the 900 block of Maple Street. A female was Assaulted by her live-in boyfriend. A Warrant has been issued for the boyfriend for Domestic Assault.
- Officer Creighton was working extra work at Hidden Valley Apartments. He came across an intoxicated male who was banging on cars. The male tried to run from Officer Creighton. The male was apprehended and arrested for Public Intoxication and Interference.
- Officers received a report of a male who was allegedly carrying a gun inside Voodoo Lounge. The male was checked and he did not have any weapons on his person.
- Officers investigated a Hit-and-Run at the roundabout at Cedar Heights Drive / University Avenue. The suspect vehicle took off, and has not been located. Officers started an Accident investigation.
- Officers were called to Kwik Star on College Hill for an intoxicated male. He was located and arrested.
- Officers took a report of tools Stolen from the Mandalay Mansion. A report was started, but the suspects are unknown at this time.
- Officers responded to an Assault in the 700 block of West 26th Street. Both parties were separated for the night.
- Officers were contacted by Fayette County to Search for a Missing 14-year old girl. Officers checked possible areas for the girl, but did not locate her.
- Officers were conducting Bar Checks and went to arrest a male who was trying to Fight other bar patrons and staff. When they went to arrest him, another male punched a Sharky's Fun House employee in the presence of Officers. That male then was pursued by Officers and Tasered to take him into custody. A large crowd surrounded Officers, and University of Northern Iowa Police Department and Black Hawk County Sheriff Deputies were requested for assistance. A third male was arrested for Fighting before we could clear the Hill area.
- During the above incident, Officers were requested at Derringer's Public Parlor for a male trying to Fight others. Deputies handled that call. No one was arrested.

- Officers responded to a Suicidal female in the 2000 block of Valley Park Drive. Officers located the female, and she was transported to the Hospital for an evaluation.
- Officers conducted several Bar Checks in the College Hill area. During this time, Officers recognized several individuals that are known associates of gangs in Waterloo. Waterloo Police Department sent over their Violent Criminal Apprehension Team to assist in the Bar Checks and to share information on known individuals.
- Officers arrested a male on College Street for Assaulting another male inside of Sharky's Fun House. He was charged for the Assault.
- Officers arrested a male on 4th Street for Intoxication. Officers found the male passed out on the steps of a business.
- Officers were called to Hidden Valley Apartments on the report that a male had been cut with a sword. Upon arrival, Officers learned that the male had part of his thumb severed by another male who was wielding a Samurai sword. Further investigation found that the male wielding the sword was doing so in a threatening manner. He was arrested for Assault Causing Serious Injury. The victim and part of his thumb were transported to the Emergency Room.
- Officers were called to 18th Street and Clay Street for a large Fight in the street. Upon arrival, several persons fled the area. Officers were not able to locate any victims, and one male was arrested for Interference from running from Officers.
- Officers took two reports of Vandalism to Vehicles by Kohl's and Applebee's Grill and Bar. The vehicle had windows broken out and the inside of the cars were gone through. There were no missing items from the vehicles.
- Officers with Special Enforcement Team met with Waterloo Police Department Violent Criminal Apprehension Team to coordinate INTEL for the upcoming University of Northern Iowa Homecoming weekend.
- Officer made a Traffic Stop at 8th Street and Barrington Drive. Subsequent to that Stop, the driver was arrested for Operating While Intoxicated.
- Officers were called to the alley behind Tony's La Pizzeria for a suspicious subject. Subject was arrested for Intoxication.
- Several Third Shift Officers worked University of Northern Iowa Homecoming. There were eight arrests in which four involved a Third Shift Officer.
- Officers were called to an address on Division Street for a subject trying to get into a residence. The subject was located and was extremely intoxicated. He was arrested for Public Intoxication.
- Officers were called to Horizon Towers for a subject that had been Assaulted and was in need of medical attention. It was determined that he did not live there but walked in and asked for help. The subject advised he was jumped outside of Voodoo Lounge. It was later determined that he had been in an Uber at some point. Sartori Hospital advised he had serious head injuries and was taken to Iowa City. Officers then went back out and found a blood trail. They called Black Hawk County for K9 assistance. Officers did locate south of Mallard Point, a bicycle in a small creek, along with a large amount of blood. It was determined that the subject was thrown out of the Uber for his behavior, and then stole a bicycle which he crashed when he hit the large rocks. He did hit his head on the rocks.
- One subject turned himself in from an incident that happened last week. He was taken to the Black Hawk County Jail.
- Officers located a male subject walking around Downtown. Subject was a juvenile and was returned to his parents.
- Officers called to a residence on Bluff Street for a Hit-and-Run. Three vehicles were struck by another vehicle. The run vehicle was located at a residence on East 7th Street. The vehicle was towed to the Cedar Falls Police Department impound.
- Officer noticed a subject in a running car in the 200 block of Main Street. The subject was passed out and was arrested for Operating While Intoxicated.
- Officers did several Warrant Checks. Officers arrested a male subject on a Warrant for several Narcotics charges having a \$15,000 bond.
- Officers called to Kwik Star on the Hill for a Disorderly subject. The subject was arrested for Intoxication.
- Officers received a report from a University of Northern Iowa Officer who witnessed a Disorderly at the Liquor Store on 22nd and College Streets. Two subjects took off running. One subject was caught and arrested.

- Officers were called to the Hill for a subject bleeding from the mouth. Subject was located and refused assistance from Officers. He was advised to go home. A short time later, Officers were called to Kwik Star for the same subject urinating outside. He was arrested for Intoxication. Officers took the subject to the Jail, but were asked by the Jail to take the subject to the Emergency Room. He was released from the Emergency Room and returned to Jail.
- Officer noticed a subject Assaulting another subject in front of Voodoo Lounge. The subject was arrested for Intoxication and Assault.
- Officers were called to address on Higby Drive for Suspicious subjects. They were not located.
- Officers were called to 4th Street and Main Street for a subject who attempted to steal another subject's car. The owner was able to run the subject down and get him out of the car. Officers arrested the subject for Operating While Intoxicated 2nd, Operation Without Owner's Consent, and Disorderly.
- Officer made a Traffic Stop at Kwik Star on the Hill. The driver was arrested for Operating While Intoxicated.
- Officers were called to a Loud Party at a residence on Merner Avenue. The occupants of that residence were cited and a Code Enforcement referral was completed.
- Officers sent to a male / female disturbance at a residence Waterloo Road. After an investigation by Officers, it was determined both parties would be separated and no charges filed.
- Officers took a report of a Runaway on Ridgewood Drive. Mother believes her 17-year old is using Meth with her boyfriend who is currently in treatment at Covenant for Meth addiction. Approximately an hour later, Officers located the 17-year old runaway at her ex-boyfriend's house on State Street. She attempted to run out the back door as Officers arrived.
- Officers went to the area of Dallas Drive for a report of someone watching the female through the blinds and rattling her door. Officer checked the area and met with the Reporting Party. Determined she has mental issues.
- Officers stopped a vehicle for traveling 62 mph in a 35 mph zone. Occupants turned out to be three 15-year olds and one 19-year old. Nobody in the car had a Valid License, were all from Waterloo and parents were unable to pick them up. Driver was cited for No Driver License and Speed. Vehicle was towed and the juveniles were taken home. The 19-year old was released on his own.
- Officers dispatched to a traffic accident at Highway 58 / Waterloo Road. Officers first sent to Waterloo Road and 18th Street. Ended up finding a subject walking down the off ramp from Highway 58 to Waterloo Road. Turned out to be a minor car vs. deer Accident.
- Officers called to a subject that jumped out of his mother's moving vehicle on 1st Street. She had just picked him up from the Butler County Jail and was transporting him to Allen Hospital for a mental evaluation. Turns out, Cedar Falls Police have dealt with this subject previously and has been committed several times. After an extensive area Search, Officers were unable to locate him.
- Had a fairly large crowd on the College Hill for Halloween. Officers conducted six Bar Checks. There were a couple Disorderly Calls and one report of an Altercation, but no real problems with the Hill.
- Officer dispatched to a vehicle leaving the Downtown area with an intoxicated driver. Officer stops a vehicle for an Equipment Violation on the Parkade. Turned out to be the same vehicle reported. The driver was subsequently arrested for 1st Offense Operating While Intoxicated.

#### **INVESTIGATIVE UNIT – Captain Michael E. Hayes**

- Investigator began working a Sexual Assault case involving a minor that occurred in the southeast part of the City.
- Investigators assisted Third Shift Officer in obtaining a Subpoena for evidence found at a Vandalism scene.
- Captain Hayes attended the Sturgis Falls Board Meeting.
- Captain Hayes attended the Family Children's Council H.R. Meeting.
- Investigators assisted Third Shift Officers in obtaining a Search Warrant for a vehicle that had been wrecked during a pursuit. The driver was arrested for Operating While Intoxicated and Officers thought they smelled the odor of burnt Marijuana at the time contact was made with the driver. The Search Warrant was executed and some Marijuana was found. Information has been given to the Third Shift Officers for further follow-up.
- Investigator assisted in an interview of a minor at the Child Protection Center. The minor may have been a victim of Sexual Assault.

- Investigator arrested a male subject for First Degree Burglary and First Degree Arson, each charge is a Class B Felony. The charges stem from a fire that occurred in a garage on 09/21/18, in the southeast part of the City. The male subject is an acquaintance of one of the residents at the home.
- Investigators received information of a possible Misuse of Credit Cards numbers that were obtained through a skimmer. The local financial institution could possibly be out tens of thousands of dollars. The investigation into the incident continues.
- Captain Hayes talked with two University of Northern Iowa Students reference Sexual Assault Programs for a paper / presentation they are working on.
- Investigator attended case review for the Child Protection Center.
- Captain Hayes attended the Child Protection Center Board Meeting.
- Captain Hayes was on a panel to discuss the Heroin epidemic. The panel discussion took place at the Waterloo Center for the Arts and included members of Law Enforcement, Department of Corrections, Mental Health Providers, and Citizen Advocates.
- Investigators assisted First Shift Officers reference a possible Weapons Violation at Cedar Falls High School. Investigation into the incident continues.
- Three Investigators changed their hours in order to work University of Northern Iowa Homecoming.
- Four Investigators traded days in order to work University of Northern Iowa Homecoming.
- Officer Belz and two Investigators were called-in to assist Third Shift Officers with an investigation. A male had shown up at Horizon Towers asking for assistance. His face was bloodied and it was unknown if the male had been Assaulted. The investigation showed that the male had been involved in a bicycle accident.
- A Stolen Vehicle from Cedar Rapids was returned to Enterprise Rent-A-Car. The vehicle was recovered at the Target store on 10/19/18 by Second Shift Officers.
- Investigator Mercado conducted Firearms Training with our two new Officers.
- Captain Hayes conducted OC Training with our two new Officers.
- Investigator took a report of a Loss / Stolen Debit Card from Wal-Mart on 10/15/18. The card was later used at the Cedar Falls Wal-Mart and Waterloo convenience store. Investigation continues.
- Two Investigators assisted with Police Training as Firearms Instructors.
- Captain Hayes attended a Family Children's Council H.R. Meeting.

#### Case Information For Month:

- Cases Assigned: 20
- Cases Closed Inactive: 10
- Cases Closed Exceptional: 4
- Cases To County Attorney For Review: 4
- Cases Closed By Arrest/Warrant: 4

#### Cellebrite Extrications (Lieutenant McNamara):

- 10-02-18, examined one Android phone reference a Lascivious Acts with a Child investigation.
- 10-02-18, examined one I Phone for a Burglary investigation.
- 10-03-18, examined one I Phone for Weapons violation investigation.
- 10-10-18, examined one Android phone for a Bomb Threat investigation (Waterloo Police Department).
- 10-11-18, examined one I Phone for an Arson investigation.
- 10-18-18, examined three Android phones for a Weapons Violation investigation.
- 10-25-18, examined one Android phone for Bremer County Burglary.
- Examined a total of nine phones during the month of October.

#### School Resource Officer:

- School Resource Officer Ladage conducted six Classroom Presentations on 'Bullying' to Fourth Graders at North Cedar, Cedar Heights, and Aldrich Elementary Schools.
- School Resource Officer Ladage heard a CO2 pop in the 800 block of West 2nd Street. He later found that two juveniles were shooting a pellet gun at a vehicle. The two juveniles were brought to the Police Department to be interviewed. The juveniles were taken into custody for 1st Degree Harassment, 3rd Degree Criminal Mischief, and Simple Assault.
- School Resource Officer Ladage met with teachers and Administrators, conducted Teacher Training and attended a meeting at Valley Lutheran School reference 'Run, Hide, Fight'.
- School Resource Officer Ladage conducted four Classroom Presentations on 'Internet Safety' to Fifth Graders at Cedar Heights and North Cedar Elementary Schools.

- School Resource Officer Ladage conducted seven Classroom Presentations on 'Internet / Tech Safety' at Holmes Junior High.
- School Resource Officer Ladage attended Training at University of Northern Iowa on 'Mentors in Violence'.
- A Gun Call at Cedar Falls High School. Follow-up investigation continues into the incident.
- School Resource Officer Ladage assisted at Peet Junior High and North Cedar Elementary School on 'Dangerous Intruder Drills'.
- School Resource Officer Ladage attended a meeting at Peet Junior High on 'Digital Citizenship'.

#### CSI Report:

- During the month of October, Officer Belz audited all controlled substances entered into evidence during 2017 and for January through September 2018.
- Officer Belz attended Monthly In-Service Training for Firearms.
- All currency entered into evidence during 2017 and 2018 was audited.
- All firearms entered into evidence during 2017 and 2018 were audited.
- Found property from July through September 2018 was posted on the City website and Police Department Facebook page.
- Fifteen items of unclaimed found property from 3rd quarter 2017 were removed from evidence and prepared for destruction.
- Twenty items of property were released to their owners.
- Six items of physical evidence were processed in the Crime Lab.
- Sixteen items of Marijuana evidence were processed in the Crime Lab.
- Two items of evidence were taken to the State Crime Lab for processing.
- Prescription drugs brought for destruction by citizens from March through September 2018 were incinerated.

#### Calls Requested For Assistance:

- Officer Belz assisted First Shift Officers with processing a Stolen Vehicle recovered in Waterloo.
- Officer Belz assisted Detectives with the execution of a Search Warrant in Waterloo in connection to an attempted Arson on Garden Avenue.
- Officer Belz assisted Third Shift Officers and Detectives with processing two scenes on Bicentennial Drive and at Primrose Drive / Veralta Street, which were determined to be the result of a Bicycle Accident.
- Officer Belz assisted Second Shift Officers with the processing of a Residential Burglary on South Ellen Street.

#### Evidence / Property:

- Evidence entered: 94
- CD's entered by officers: 71
- Found property entered: 12
- Property held for safekeeping: 15
- Attorney requests (not video): 2
- Attorney video copies: 93
- Evidence tested for outside agencies: 4

#### POLICE RESERVE UNIT – Lieutenant Brooke Heuer

- The Reserve Unit participated in and assisted with a variety of events during the month of October. The following is a brief summary of those activities.
- The Reserve Unit helped supplement Patrol for the busy University of Northern Iowa Homecoming weekend. All Reserve Officers were scheduled with the exception of those who are in Training or on Sick Leave.
- The last Grant Wheeler 5K was held on 10/27/18. Reserve Officer Jaeger assisted with Traffic Control at the event.
- Reserve Officers Jaeger and Lindley assisted with the Drug Enforcement Administration 'Drug Take Back' on 10/27/18.
- Reserve Officer Lindley continued Field Training with Officer Krueger on Third Shift.
- Reserve Officer Lindley completed her last training module and test for Iowa Law Enforcement Academy certification.

- Reserve Officers attended In-Service Training with career Officers. They qualified on shotgun, rifle and the night handgun qualification courses.
- Reserve Officers worked during Second and Third Shifts handling incidents and tasks such as Suspicious Calls, Traffic Hazards, Loud Parties, Checks of commonly Burglarized areas, Prisoner Transports, and Traffic Enforcement.
- The Reserve Unit tested for new Officers on 10/23/18. Five people attended and three passed the testing and interviews. One was eliminated from the process due to concerns about the amount of time he would be available to the Unit. The process continues for the remaining two subjects.
- In the month of October, the Reserve Unit logged a total of 14.5 hours of On-Duty Time and 282 hours of Ride Time and Training Time Off-Duty. The hours for each Reserve Officer of Off-Duty Time are as follows:

NAME	HOURS
Bostwick	21
Brown	28
Buck	33.5
Burg	28.5
Cross	31.5
Erickson	12
Griffin	21
Husidic	14
Jaeger	29.5
Lindley	31.5
Sterrett	FMLA
Wright	31.5
<b>TOTAL</b>	<b>282</b>

#### **POLICE TRAINING EVENTS – Lieutenant Marty Beckner**

- NCIC Recertification exams.
- Documents have been submitted for future Training.
- Captain Howard completed his Police and Command Class online through Northwestern University.
- Lieutenants McNamara and Zolondek attended Glock Armorer’s School at the Black Hawk County Sheriff’s Office Training Facility.
- Officer Carman attended Chemical Munitions and Less Lethal Instructor School at Iowa Law Enforcement Academy.
- Lieutenant O’Neill attended the FBI Command Leadership Institute Training in Chicago, Illinois.
- Director Olson attended the International Association of Chiefs of Police Conference in Orlando, Florida.
- Police Training In-Service consisted of Shotgun, Rifle, and Night-Time Handgun Qualifications at the Black Hawk County Sherriff’s Office Training Facility.
- Officers Dougan and Lechtenberg were started on their Field Training.

#### **POLICE RECORDS – Lieutenant Marty Beckner**

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

**POLICE STATISTICS:**

	<u>October 2018</u>	<u>Total 2018</u>
Group A Crimes		
Murder	0	0
Kidnapping / Abduction	0	2
Forcible Rape	2	19
Forcible Sodomy	0	1
Forcible Fondling	0	12
Robbery	0	8
Assault	11	116
Arson	1	4
Extortion / Blackmail	0	1
Burglary / B&E	8	106
Theft	40	503
Theft / Motor Vehicle	3	32
Counterfeit / Forgery	1	46
Fraud	4	70
Embezzlement	0	1
Stolen Property	1	7
Vandalism	11	118
Drug Offenses	10	131
Porn / Obscene Material	0	2
Weapon Law Violation	2	8
Group B Crimes		
Theft by Check	0	3
Disorderly Conduct	6	93
Operating While Intoxicated	5	107
Public Intoxicated / Liquor Violations	27	177
Non-Violent Family Offense	0	8
Liquor Law Violation	0	10
Peeping Tom	0	1
Runaway	1	9
Trespassing	2	25
Other Offenses	12	142
Group A Total:	94	1,187
Group B Total:	53	575
Total Reported Crimes:	147	1,762
Traffic Accidents		
Fatality	0	1
Personal Injury	11	92
Property Damage	44	506
Total Reported Accidents	55	599
Driving Offenses		
Driving While Barred	0	14
Driving While Suspended / Revoked	0	28
Eluding / Peace Officer	1	5
Total Driving Offenses	1	47
Alcohol/Tobacco Violations	18	249
Calls For Service	1,599	15,290
Total Arrests	87	840

## **CEDAR FALLS FIRE RESCUE**

### **OCTOBER FIRE DEPARTMENT ACTIVITIES:**

- Station #1 (Blue Shift):
  - Participated in Fire Safety Education event at Holmes School for 'Fire Prevention Week'.
  - Three Smoke Detector Checks / Installations.
  - Provided Public Education by showing gear and truck at Community United Childcare.
  - Provided Station Tours to children and adults from an in-home preschool / daycare children and students from North Star Services.
  - Participated in Fire Prevention Activities by handing out candy supplied by the Local 1366 at the AmVets Trunk or Treat.
- Station #1 (Green Shift):
  - Provided Station Tours to Waterloo Christian Kindergarten students, two Boy Scout Troops, and one Girl Scout Troop.
  - Participated in Fire Prevention Activities by showing gear and truck at Bear Care Preschool / Daycare, A to Z Preschool, and River Hills School.
  - Participated in additional Fire Prevention Activities that included handing out prizes at schools to the 'Fire Prevention Week' poster winners and giving a presentation at Pete Junior High.
  - Provided Public Education at St. John's Preschool.
  - Provided Fire Safety Education to Boy Scout Troop 55 and Girl Scout Troop 2121 to assist with merit badge work.
- Station #1 (Red Shift):
  - Two Smoke Detector Checks / Installations.
  - Provided one Station Tour.
  - Participated in three Fire Prevention Activities.

### **FIRE ALTERNATIVE STAFF:**

- Part-time and POC Firefighters contributed 44.5 hours of Shift Duty in October.

### **FIRE INSPECTIONS – Battalion Chief Curt Hildebrand**

- October Rental Inspections: 249 (Shift Personnel assisted with 132 Unit Inspections)
- October Re-Inspections: 16
- October Paving Inspections: 9

### **FIRE TRAINING EVENTS – Lieutenant Marty Beckner**

- Fire Training In-Service consisted of: Auto Extrication Procedures and Equipment.
- Target Solutions Training Material:
  - CAPCE – Medical Extrication.
  - NFPA 1001 – Ventilation.
- Public Safety Officers are working through their Public Safety Officer Training Manual at Fire Headquarters.
- Public Safety Officers are testing for Firefighter 1(FF1) and HazMat Awareness, and HazMat Ops.

### **FIRE RECORDS – Lieutenant Marty Beckner**

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

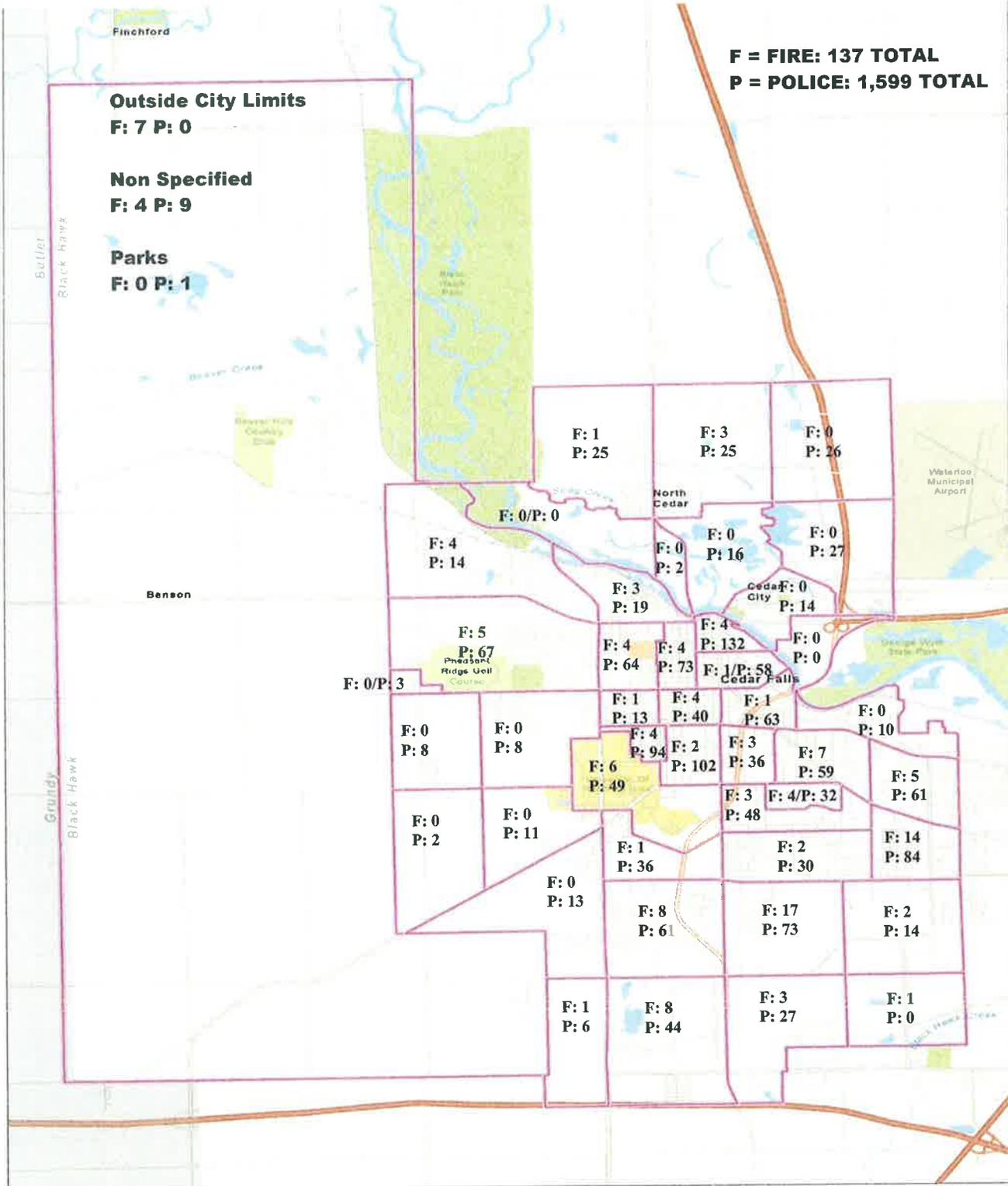
**FIRE RESCUE CALLS FOR SERVICE**

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

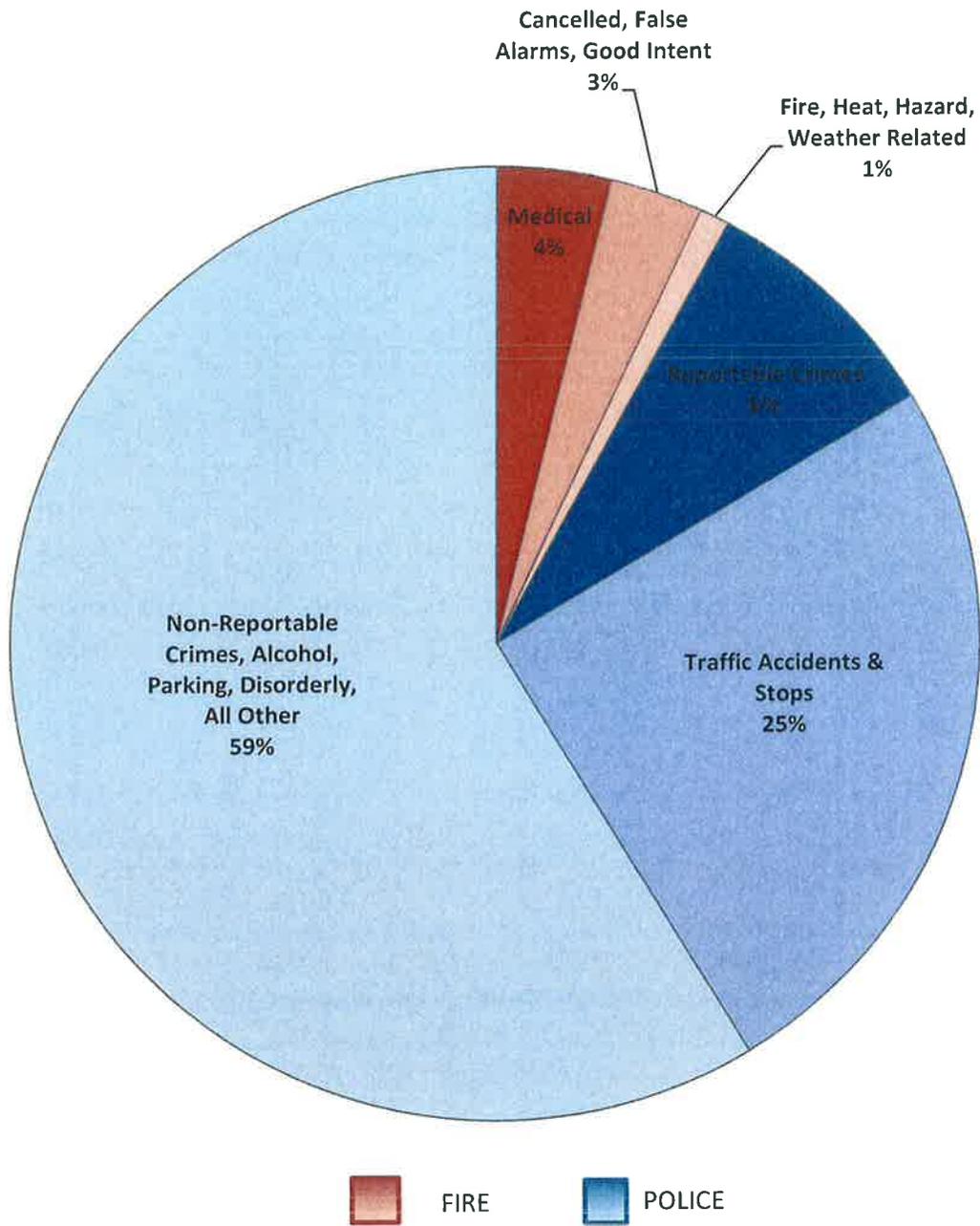
<b>Type of Incident (per year)</b>	2011	2012	2013	2014	2015	2016	2017
Non-Medical CFS	991	1,056	1,052	948	840	911	900
Rescue / EMS Related	1,021	1,047	1,049	1,051	1,367	1,570	1,437
Totals	2,012	2,103	2,101	1,999	2,207	2,481	2,337

# Cedar Falls Public Safety Grid Map

**F = FIRE: 137 TOTAL**  
**P = POLICE: 1,599 TOTAL**



# Cedar Falls Public Safety Experience Survey (October)



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

November 28, 2018

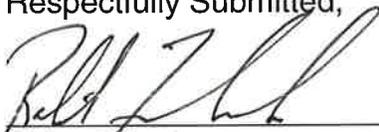
Honorable Mayor and City Council  
City Hall, 220 Clay Street  
Cedar Falls, IA 50613

Dear Mayor Brown and Council Members:

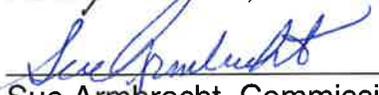
The Civil Service Commission of the City of Cedar Falls, Iowa authorized administration of a testing instrument for the position of Public Safety Officer. Listed below are the names of the top ranked candidates with their written test score percentages, applicable Veteran's Preference percentage points, and total percentage points with preference, as applicable. Tied percentages are presented in alphabetical order by applicant name, if applicable.

<u>Applicant Name</u>	<u>Overall Test Score %</u>	<u>Veteran's Preference %</u>	<u>Total % Points With Preference</u>
1. Tyler Lenox	96		96
2. Thomas Baltus	93		93
2. Hannah Hoffa	93		93
2. Eric Van Horn	93		93
5. Kaleb Bruggeman	91		91
5. Tyler Putney	91		91
7. Marissa Abbott	90		90
8. Kyle Manternach	89		89

Respectfully Submitted,



Robert Frederick, Commission Chair



Sue Ambrecht, Commissioner

\_\_\_\_\_  
John Clopton, Commissioner

Orig: Jacque Daniels, City Clerk

Cc: Director/Chief Olson, Ass't Chief Berte, Civil Service Records



**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:** November 29, 2018  
**Re:** Beer/Liquor License Applications

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

Name of Applicants:

- a) Cedar Falls Woman's Club, 304 Clay Street, Special Class C liquor - renewal.
- b) Rancho Chico, 618 Brandilynn Blvd #104, Class C Liquor - renewal.
- c) Sharky's Fun House, 2223 College Street, Class C liquor & outdoor service - renewal.
- d) The Brown Bottle, 1111 Center Street, Class C liquor & outdoor service - renewal.
- e) Urban Pie, 200 State Street, Class C liquor & outdoor service - renewal.
- f) Bani's, 2128 College Street, Class E liquor - renewal.
- g) Barmuda Distribution, 6027 University Avenue, Class E liquor - renewal.



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:** Honorable Mayor James P. Brown and City Council  
**FROM:** Kevin Rogers, City Attorney  
**DATE:** November 30, 2018  
**SUBJECT:** Northern Cedar Falls Flood Buyout Program  
Project No. FL-000-2017

On August 7, 2017, City Council approved a grant agreement between Iowa Homeland Security and Emergency Management and the City of Cedar Falls for the Cedar Falls Property Acquisition and Demolition Project to purchase 13 properties.

On July 16, 2018, City Council approved an additional purchase offer for 2703 Timothy Street due to remaining available funding, and staff proceeded to close the transaction with the property owners. The property owners executed a Warranty Deed and Deed Restriction, as well as other associated documents in exchange for payment under the project.

I therefore recommend that the City Council approve and accept the Warranty Deed and accompanying Deed Restriction, and that the City Clerk be authorized to file such documents, along with any other required documents, with the Black Hawk County Recorder.



## WARRANTY DEED - SEVERAL GRANTORS

THE IOWA STATE BAR ASSOCIATION  
Official Form No. 102

### Recorder's Cover Sheet

**Preparer Information:** (Name, address and phone number)

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

**Taxpayer Information:** (Name and complete address)

City Clerk, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

**Return Document To:** (Name and complete address)

City Clerk, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

**Grantors:**

Craig A. Olmstead  
Kathleen Olmstead

**Grantees:**

City of Cedar Falls, Iowa

**Legal description:** See Page 2

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



**REAL ESTATE TRANSFER - GROUNDWATER HAZARD STATEMENT  
TO BE COMPLETED BY TRANSFEROR**

**TRANSFEROR:**

Name Craig A. Olmstead  
Address 2703 Timothy Street, Cedar Falls, IA 50613  
Number and Street or RR City, Town or P.O. State Zip

**TRANSFeree:**

Name City of Cedar Falls, Iowa  
Address 220 Clay Street, Cedar Falls, IA 50613  
Number and Street or RR City, Town or P.O. State Zip

Address of Property Transferred:  
2703 Timothy Street, Cedar Falls, IA 50613  
Number and Street or RR City, Town or P.O. State Zip

Legal Description of Property: (Attach if necessary) Lot No. 13 in Block No. 2 in "Hillside Acres" in Black Hawk County, Iowa.

**1. Wells (check one)**

- There are no known wells situated on this property.
- There is a well or wells situated on this property. The type(s), location(s) and legal status are stated below or set forth on an attached separate sheet, as necessary.

**2. Solid Waste Disposal (check one)**

- There is no known solid waste disposal site on this property.
- There is a solid waste disposal site on this property and information related thereto is provided in Attachment #1, attached to this document.

**3. Hazardous Wastes (check one)**

- There is no known hazardous waste on this property.
- There is hazardous waste on this property and information related thereto is provided in Attachment #1, attached to this document.

**4. Underground Storage Tanks (check one)**

- There are no known underground storage tanks on this property. (Note exclusions such as small farm and residential motor fuel tanks, most heating oil tanks, cisterns and septic tanks, in instructions.)
- There is an underground storage tank on this property. The type(s), size(s) and any known substance(s) contained are listed below or on an attached separate sheet, as necessary.

**5. Private Burial Site (check one)**

- There are no known private burial sites on this property.
- There is a private burial site on this property. The location(s) of the site(s) and known identifying information of the decedent(s) is stated below or on an attached separate sheet, as necessary.

**6. Private Sewage Disposal System (check one)**

- All buildings on this property are served by a public or semi-public sewage disposal system.
- This transaction does not involve the transfer of any building which has or is required by law to have a sewage disposal system.
- There is a building served by private sewage disposal system on this property or a building without any lawful sewage disposal system. A certified inspector's report is attached which documents the condition of the private sewage disposal system and whether any modifications are required to conform to standards adopted by the Department of Natural Resources. A certified inspection report must be accompanied by this form when recording.
- There is a building served by private sewage disposal system on this property. Weather or other temporary physical conditions prevent the certified inspection of the private sewage disposal system from being conducted. The buyer has executed a binding acknowledgment with the county board of health to conduct a certified inspection of the private sewage disposal system at the earliest practicable time and to be responsible for any required modifications to the private sewage disposal system as identified by the certified inspection. A copy of the binding acknowledgment is attached to this form.
- There is a building served by private sewage disposal system on this property. The buyer has executed a binding acknowledgment with the county board of health to install a new private sewage disposal system on this property within an agreed upon time period. A copy of the binding acknowledgment is provided with this form.
- CO*  There is a building served by private sewage disposal system on this property. The building to which the sewage disposal system is connected will be demolished without being occupied. The buyer has executed a binding acknowledgment with the county board of health to demolish the building within an agreed upon time period. A copy of the binding acknowledgment is provided with this form. [Exemption #9]
- This property is exempt from the private sewage disposal inspection requirements pursuant to the following exemption [Note: for exemption #9 use prior check box]: \_\_\_\_\_.
- The private sewage disposal system has been installed within the past two years pursuant to permit number \_\_\_\_\_.

**Information required by statements checked above should be provided here or on separate sheets attached hereto:**

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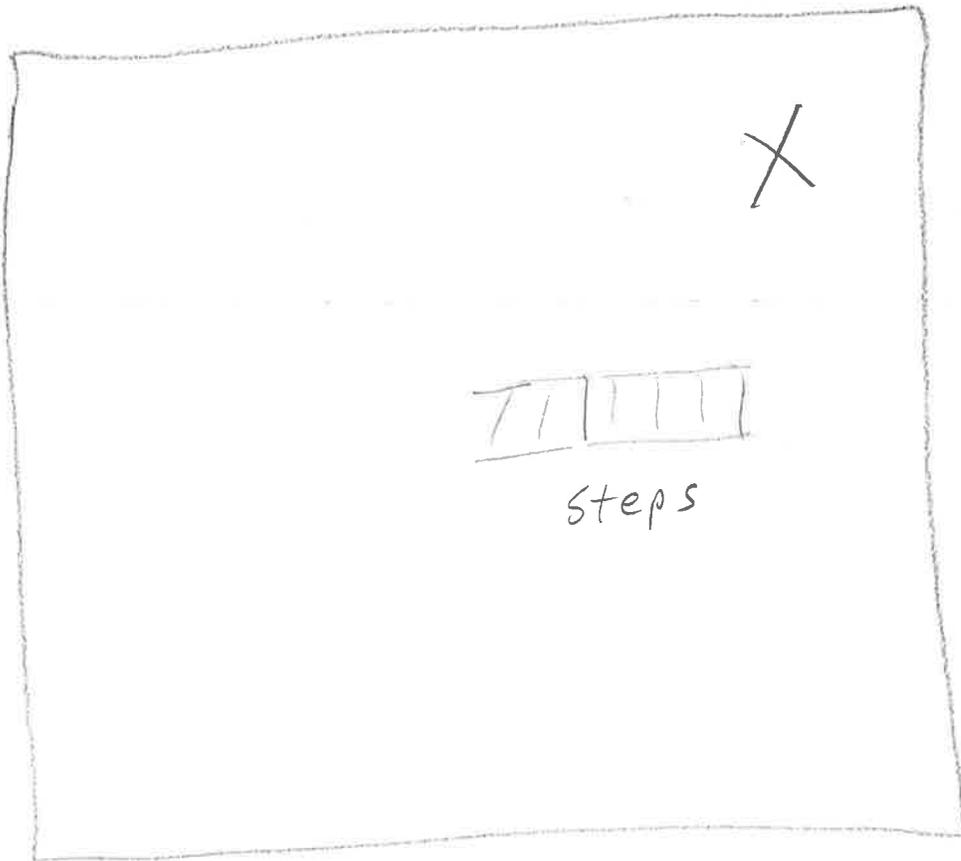
**I HEREBY DECLARE THAT I HAVE REVIEWED THE INSTRUCTIONS FOR THIS FORM AND THAT THE INFORMATION STATED ABOVE IS TRUE AND CORRECT.**

Signature: *Craig V. Minter* Telephone No.: \_\_\_\_\_  
(Transferor or Agent)

ATTACHMENT TO GROUNDWATER HAZARD STATEMENT

LOCATION OF WELL ON PROPERTY (Number 1)

Located in the basement of the structure, see drawing below:



Timothy St

CTRL #

C O Y Y Y Y M M # # # # #



**REAL ESTATE TRANSFER - DECLARATION OF VALUE**

Please read the instructions comprised in form 57-011 before completing and filing this form.

**Part I - TO BE COMPLETED BY BUYER, SELLER OR AGENT**

Date of Instrument (MMDDYYYY)

Enter the number matching your selection in the box at the end of the line: Deed (1) Contract (2)

Seller: Craig A. Olmstead Phone Number: \_\_\_\_\_

Seller Address: 2703 Timothy Street City: Cedar Falls

State: Iowa ZIP: 50613 email: \_\_\_\_\_

Buyer: City of Cedar Falls, Iowa Phone Number: \_\_\_\_\_

Buyer Address: 220 Clay Street City: Cedar Falls

State: Iowa ZIP: 50613 email: \_\_\_\_\_

Address of Property Conveyed: 2703 Timothy Street

City: Cedar Falls State: Iowa ZIP: 50613

Legal Description: Lot No. 13 in Block No. 2 in "Hillside Acres" in Black Hawk County, Iowa.

**Enter the number corresponding to your selection in the box at the end of the line, if applicable.**

Type of Sale: Sale between related parties/family (1); Sale of partial interest (2); Trade (3); Quit Claim Deed (4); Auction (5)

Was this a sale of agricultural land to: Corporation (1); Trust (2); Alien (3); Non-resident Alien (4); Limited Partnership (5)

**DECLARATION OF VALUE STATEMENT**

1. Total Amount Paid..... 1 2 0 0 0 0 .00

2. Amount Paid for Personal Property ..... .00

3. Amount Paid for Real Property..... 1 2 0 0 0 0 .00

**I hereby declare that the information contained in Part I of this form is true and correct.**

Printed Name: Craig A. Olmstead Phone Number: \_\_\_\_\_

Signature: Craig Olmstead Buyer or Seller **X** or Agent or Attorney

**Part II - TO BE COMPLETED BY THE ASSESSOR**

Assessed values must be as of January 1 of the year in which the sale occurred.

**SECTION A: SINGLE CLASSIFICATION**

Primary Classification: Residential (4); Commercial (5); Industrial (2); Agricultural (1); Multi-residential (7)

City/Township:  Occupancy:

Primary Parcel Number:  Year Built:

Class	Land	Building	Dwelling
Res	<input type="text"/> .00	<input type="text"/> .00	<input type="text"/> .00
Com	<input type="text"/> .00	<input type="text"/> .00	<input type="text"/>
Ind	<input type="text"/> .00	<input type="text"/> .00	<input type="text"/>
Ag	<input type="text"/> .00	<input type="text"/> .00	<input type="text"/> .00
MultiRes	<input type="text"/> .00	<input type="text"/> .00	<input type="text"/> .00

Subtotal .00

**SECTION B: DUAL CLASSIFICATION**

Primary Classification: Commercial (5); Industrial (2); Multi-residential (7)

City/Township:  Occupancy:

Primary Parcel Number:  Year Built:

Class	Land	Building	Dwelling
Com	<input type="text"/> .00	<input type="text"/> .00	<input type="text"/>
Ind	<input type="text"/> .00	<input type="text"/> .00	<input type="text"/>
MultiRes	<input type="text"/> .00	<input type="text"/> .00	<input type="text"/> .00

Subtotal .00

**Total:** Add Subtotal amounts from Sections A and B .00

**Enter amount from line 3, page 1** .00

**Ratio:** Divide Total amount by the amount on line 3, page 1  %

NUTC

Jurisdiction

Comments:

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

**FLOOD MITIGATION DEED RESTRICTION**

**WHEREAS**, property or properties legally described as: Lot No. 13 in Block 2 in Hillside Acres, Cedar Falls, Black Hawk County, Iowa ("Property") were conveyed by Deed between Craig A. Olmstead and Kathleen Olmstead participating in the federally-assisted acquisition project ("the Grantor") and the City of Cedar Falls, Iowa, ("the Grantee"), its successors and assigns; and

**WHEREAS**, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, ("The Stafford Act"), 42 U.S.C. § 5121 et seq., identifies the use of disaster relief funds under § 5170c, Hazard Mitigation Grant Program ("HMGP"), including the acquisition and relocation of structures in the floodplain; and

**WHEREAS**, the mitigation grant program provides a process for a local government, through the State, to apply for federal funds mitigation assistance to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity; and

**WHEREAS**, the State of Iowa has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency ("FEMA"), and has entered into a mitigation grant program Grant Agreement, dated June 6, 2008 and herein incorporated by reference; making it a mitigation grant program grantee; and

**WHEREAS**, the Property is located in Cedar Falls, Black Hawk County, Iowa, which participates in the National Flood Insurance Program ("NFIP") and is in good standing with NFIP as of the date of the Deed;

**WHEREAS**, the City of Cedar Falls, Iowa, acting by and through the City Council, has applied for and been awarded federal funds pursuant to an agreement with Iowa dated June 30, 2017 ("State-Local Agreement") and herein incorporated by reference, making it a mitigation grant program subgrantee; and

**WHEREAS**, the terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

**NOW**, therefore, the grant is made subject to the following terms and conditions:

**1. Terms.** Pursuant to the terms of HMGP program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant agreement, and the State-local agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:

**a. Compatible uses.** The property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

**b. Structures.** No new structures or improvements shall be erected on the property other than:

(1) A public facility that is open on all sides and functionally related to a designated open space or recreational use;

(2) A public restroom; or

(3) A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses describe din Paragraph 1.a, above, and approved by the FEMA Administrator in writing before the construction of the structure begins.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be flood proofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State or local ordinance, and in accordance with criteria established by the FEMA Administrator.

**c. Disaster Assistance and Flood Insurance.** No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.

**d. Transfer.** The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transfer in accordance with this paragraph.

i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.

ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional Administrator, and so long as they conveyance does not include authority to control and enforce the terms and conditions of this section.

iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:

a) The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or

b) At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.

**2. Inspection.** FEMA, its representatives and assigns including the State, shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.

**3. Monitoring and Reporting.** Every three years the Grantee (mitigation grant program subgrantee), in coordination with any current successors in interest, shall submit through the State to the FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.

**4. Enforcement.** The Grantee (mitigation grant program subgrantee), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee and subsequent holders of the property interest at the time of enforcement, shall include the following:

a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.

i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

ii. FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:

a) Withholding FEMA mitigation awards or assistance from the State and Grantee; and current holder of the property interest.

b) Requiring the transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or

c) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the local community, and their respective successors.

**5. Amendment.** This agreement may be amended upon signatures of FEMA, the State, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.

**6. Severability.** Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

<u>Craig Olmstead</u> Grantor's Signature	<u>Craig Olmstead</u> Name (printed or typed)	<u>10-29-18</u> Date
<u>Jennifer Rodenbeck</u> Grantee's Signature	<u>Jennifer Rodenbeck</u> Name (printed or typed)	<u>8/14/18</u> Date

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

This record was acknowledged before me on the 29<sup>th</sup> day of October, 2018, by Craig Olmstead and Jennifer Rodenbeck.



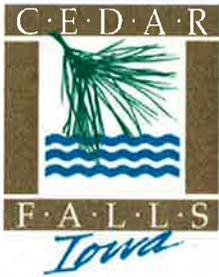
Joanne Goodrich  
Notary Public in and for the State of Iowa

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

This record was acknowledged before me on the 14 day of August, 2018, by Jennifer Rodenbeck, Director of Finance and Business Operations, City of Cedar Falls, Iowa.



Amy C. Eggleston  
Notary Public in and for the State of Iowa



**DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS**

**CITY OF CEDAR FALLS, IOWA**

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

**MEMORANDUM**

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

**FROM:** Mark Ripplinger, Director of Municipal Operations & Programs

**DATE:** December 2, 2018

**SUBJECT:** Lease approval – Flood buyout properties

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

Attached to this cover memo are leases requiring approval from the City Council. The individuals who signed the leases provided the City with the necessary liability insurance coverage in order to utilize the property.

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

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

**CITY OF CEDAR FALLS  
LEASE**

PARCEL NO. 9014-36-201-003

---

LEASE NO. PK-2018-004 COUNTY: Black Hawk

THIS LEASE, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between CITY OF CEDAR FALLS, IOWA ("Landlord"), whose address, for the purpose of this lease, is c/o Cedar Falls Recreation Center, 110 E. 13<sup>th</sup> Street, Cedar Falls, Iowa 50613, and Janet & Michael Kellum ("Tenant"), whose address for the purpose of this lease is 207 E. Dunkerton Road, Cedar Falls, IA 50613.

The parties agree as follows:

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

SUTTONS ADDITION E 1/2 LOT 14 EXC N 17 FT

the address of which is locally known as 9014-36-201-003 Cedar Falls, Iowa 50613 (hereinafter the "Premises"), for a term beginning on the 1st day of January, 2019, and ending on the 31st day of December, 2021, upon the condition that Tenant performs as provided in this Lease.

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

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

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

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

**5. CARE AND MAINTENANCE.**

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

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

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

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

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

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

**10. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.**

EVENTS OF DEFAULT

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

NOTICE OF DEFAULT

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

## REMEDIES

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

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

Return Both Copies Signed to:

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

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

**13. ADDITIONAL PROVISIONS.**

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

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

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

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

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

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

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

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

**CITY OF CEDAR FALLS, IOWA  
LANDLORD**

By:

\_\_\_\_\_  
James Brown, Mayor

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Jacque Danielsen, CMC, City Clerk

\_\_\_\_\_  
Date

**TENANT**

By:

*Janet V Kellum*  
\_\_\_\_\_  
Signature

*10-13-18*  
\_\_\_\_\_  
Date

*Janet V Kellum*  
\_\_\_\_\_  
Print Name

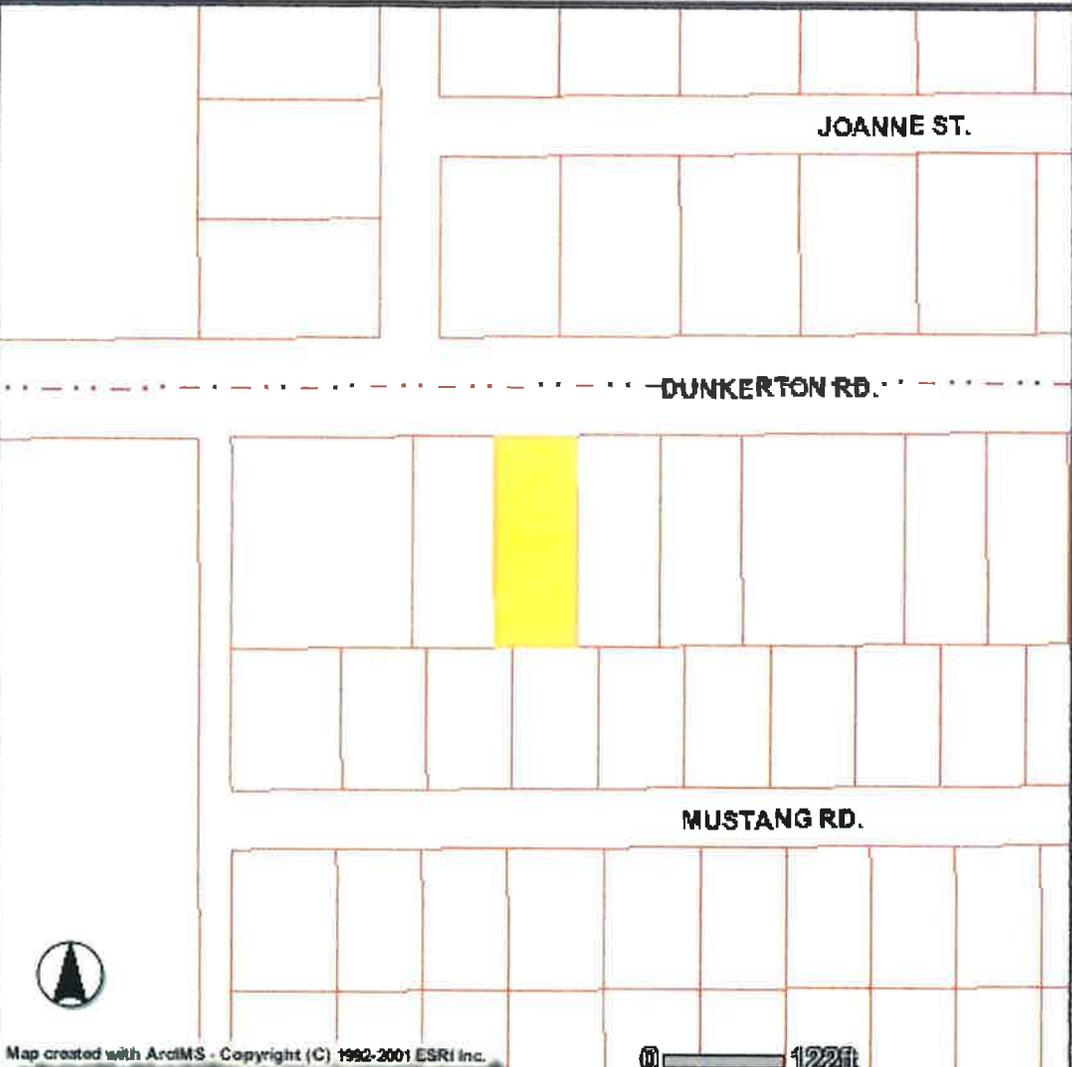
*207 E Dunkerton Rd Cedar Falls IA 50613*  
\_\_\_\_\_  
Address

Parcel ID: 9014-36-201-003  
 Deed Holder: CITY OF CEDAR FALLS  
 Legal: SUTTONS ADDITION E 1/2 LOT 14 EXC N 17 FT

**Legend**

-  Selected Features
-  hospital
-  airport
-  firedept
-  parks
-  twprng
-  Railroads
-  Townships
-  Sections
-  Water
-  Parcels
-  Rights-of-Way
-  Township
-  City Lines
-  railroad\_dim
-  rname
-  roaddim
-  watername

 Black Hawk Co.  
 parceldim  
 roadname



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

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



DECLARATIONS Policy #: 02-0540  
 Page #: 1 OF 2  
 Printed: 08/20/2018

HOME GUARD (HG 2)  
 Policy FROM: 09/30/2018 TO 09/30/2019  
 Period: 12:01 AM STANDARD TIME

ANNIVERSARY 2017-2022 DEC# 10

**INSURED:** MIKE KELLUM  
 JANET KELLUM  
 207 E. DUNKERTON RD.  
 CEDAR FALLS, IA 50613  
  
 PH: (319) 277-7366

**AGENT:** 010 EPTOBIAS PH: (319) 989-2329  
 E P TOBIAS INSURANCE  
 KURT E KELLEY  
 PO BOX 54  
 DIKE, IA 50624

LIABILITY COVERAGE PROVIDED BY:  
 GRINNELL MUTUAL REINSURANCE COMPANY - GRINNELL, IOWA  
 ID: 01-012 LIABILITY POLICY NUMBER: 02-0540

THIS INSURANCE IS PROVIDED ONLY WITH RESPECT TO THOSE PERILS WHICH ARE SPECIFICALLY INDICATED. THE LIMITS OF THE COMPANY'S LIABILITY FOR EACH ITEM COVERED SHALL BE THE AMOUNT OF COVERAGE SPECIFICALLY INDICATED HEREIN SUBJECT TO ALL THE TERMS OF THE POLICY HAVING REFERENCE HERETO.

**\$500 ALL OTHER PERILS/\$1000 WIND/HAIL DEDUCTIBLE  
 UNLESS OTHERWISE NOTED**

**ANNUAL PREMIUM: \$620.58 BILLING MODE: SEMI ANNUAL, DIRECT**

**DO NOT PAY FROM THIS DECLARATION PAGE, THE PREMIUM NOTICE  
 CONTAINS THE AMOUNT DUE AND DUE DATE.**

\*\*\*\*\* COVERAGES \*\*\*\*\*

ITEM	LIMIT	DESCRIPTION	LOC
001.	110,000	HOME-GUARD DWELLING FINANCIAL STABILITY LEVEL B HOMEOWNER AGE E ADDITIONAL COVERAGE REPLACEMENT COST - DWELLING RESTRICTIVE ROOFING ENDORSEMENT DETACHED GARAGE 24 X 28 FRAME:1958 ASPH:1992 RESTRICTIVE ROOFING ENDORSEMENT	001
	11,000	OTHER STRUCTURES	
	55,000	PERSONAL PROPERTY	
	22,000	LOSS OF USE	
	5,000	BACKUP SEWER\DRAIN	001
		FIRE PROTECTION CLASS 03	
003.		REPLACEMENT COST - PERSONAL PROPERTY	001
999.		POLICY FEE	
	198,000	TOTAL PROPERTY INSURANCE	

\*\*\*\*\* LIABILITY COVERAGES \*\*\*\*\*  
 HOME GUARD OR CPL LIMITS

300,000	COVERAGE E EACH OCCURRENCE - LIABILITY TO PUBLIC
600,000	ANNUAL AGGREGATE
1,000	COVERAGE F EACH PERSON
	MEDICAL PAYMENTS TO PUBLIC
250	COVERAGE E-1 EACH OCCURRENCE
	DAMAGE TO PROPERTY OF OTHERS
	INCIDENTAL AGRICULTURAL ACTIVITY - PL 1946
	ACRES: 18 - LIVESTOCK:N
	INCID AG ACT 11-40 ACRES-W/O LIVESTOCK
	SEC 12, T 89N, R 16W BEAVER TWP
	GRUNDY COUNTY 18 ACRES

RESIDENTIAL RENTAL PROPERTY COVERAGE - PL 1037  
 (PER BUILDING) - NUMBER OF FAMILIES: 1  
 ADDRESS OF RENTED OR LEASED PREMISES:  
 506 4TH STREET  
 STOUT, IA 50673  
 ADDITIONAL INSURED (LIMITED) - PL 1919  
 NAME, ADDRESS AND INTEREST OF ADDITIONAL INSURED:  
 SUTTONS ADDITION, EAST 1/2 OF LOT 14,  
 EXCLUDING NORTH 17,  
 CITY OF CEDAR FALLS  
 220 CLAY STREET  
 CEDAR FALLS, IA 50613  
 RESIDENTIAL RENTAL PROPERTY COVERAGE - PL 1037  
 (PER BUILDING) - NUMBER OF FAMILIES: 1  
 ADDRESS OF RENTED OR LEASED PREMISES:  
 521 4TH STREET  
 ALLISON, IA 50602

\*\*\*\*\* F O R M S \*\*\*\*\*

BHM 379 07/08 SPECIAL LIMITS ON CERTAIN PERSONAL PROP  
 BHM 700 03/01 IMPORTANT PRIVACY NOTICE  
 BHM 90 07/08 LIMITED PP COV REPLACEMENT COST LOSS SET  
 GMIL 4618 07-15 OIL OR GAS WELL LIABILITY EXCLUSION  
 GMIL 4660 01-18 MUTUAL CONDITIONS  
 GMIL 4670 01-17 MAX LIABILITY LIMIT WITH MULTIPLE POLICY  
 GMIL 4684 07-18 STATEMENT OF LIABILITY INS CARRIER  
 GMIL 4722 7-09 IDENTITY THEFT EXPENSE COVERAGE  
 GMIL 4791 10-11 CIVIL UNION ENDORSEMENT  
 GMIL 7001 05-18 IMPORTANT PRIVACY NOTICE  
 HG 106 01-16 ADDITIONAL COVERAGE  
 HG 107 01-16 SPECIFIED STRUCT REPL COST LOSS SETTLEMENT  
 HG 2 07-18 HOME-GUARD BROAD FORM  
 HG 307 01-16 RESTRICTIVE ROOFING LIMITATIONS  
 HG 351 01-16 FUNGI AND BACTERIA-COVERAGE LIMITATION  
 HG 368 01-16 WATER BACKUP SEWER/DRAIN LMT FUNGI/BACT  
 HG 372 1-05 BIOLOGICAL & CHEMICAL EXCLUSION  
 HG 463 01-18 HOME-GUARD AMENDATORY  
 HG 467 01-18 IMPORTANT NOTICE  
 PL 1037 01-16 RESIDENTIAL RENTAL PROPERTY COVERAGE  
 PL 1919 01-17 MULTIPLE PURPOSE ENDORSEMENT  
 PL 1945 01-16 PERSONAL INJURY  
 PL 1946 01-16 INCIDENTAL AGRICULTURAL ACTIVITY  
 RC 435 07-12 WINDSTORM OR HAIL \$1,000 DEDUCTIBLE  
 RC 445 01-13 CVG LIMITATION FOR METAL ROOF SURFACING

\*\*\*\*\* DESCRIPTION OF PREMISES \*\*\*\*\*

1. 207 E DUNKERTON RD. CITY, TOWNSHIP, ZIP, COUNTY NAME, STATE  
 CEDAR FALLS, CEDAR FALLS, 50613, BLACK HAWK, IA

\*\*\*\*\* COMMENT SECTION \*\*\*\*\*

ROOF EXCLUSION APPLIES TO DWELLING.  
 ROOFING EXCLUSION APPLIES TO OTHER STRUCTURES.

COUNTERSIGNED BY AUTHORIZED REPRESENTATIVE

*Carrie Brown*

**CITY OF CEDAR FALLS  
LEASE**

PARCEL NO. 9014-36-226-008 & 9014-36-226-009

LEASE NO. PK-2018-005 COUNTY: Black Hawk

THIS LEASE, made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between CITY OF CEDAR FALLS, IOWA ("Landlord"), whose address, for the purpose of this lease, is c/o Cedar Falls Recreation Center, 110 E. 13<sup>th</sup> Street, Cedar Falls, Iowa 50613, and Kevin B. DeVries ("Tenant"), whose address for the purpose of this lease is 808 E. Dunkerton Road, Cedar Falls, IA 50613.

The parties agree as follows:

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

SUTTONS ADDITION ALL LOT 2 EXC N 17 FT  
SUTTONS ADDITION ALL LOT 1 EXC N 17 FT & EXC E 17 FT

the address of which is locally known as 9014-36-226-008 & 9014-36-226-009 Cedar Falls, Iowa 50613 (hereinafter the "Premises"), for a term beginning on the 1st day of January, 2019, and ending on the 31st day of December, 2021, upon the condition that Tenant performs as provided in this Lease.

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

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

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

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

**5. CARE AND MAINTENANCE.**

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

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

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

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

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

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

**10. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.**

EVENTS OF DEFAULT

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

NOTICE OF DEFAULT

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

## REMEDIES

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

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

Return Both Copies Signed to:

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

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

### **13. ADDITIONAL PROVISIONS.**

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

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

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

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

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

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

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

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

**CITY OF CEDAR FALLS, IOWA  
LANDLORD**

By:

\_\_\_\_\_  
James Brown, Mayor

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Jacque Danielsen, CMC, City Clerk

\_\_\_\_\_  
Date

**TENANT**

By:

Kevin B. DeVries  
Signature

05 November 2018  
Date

Kevin B. DeVries  
Print Name

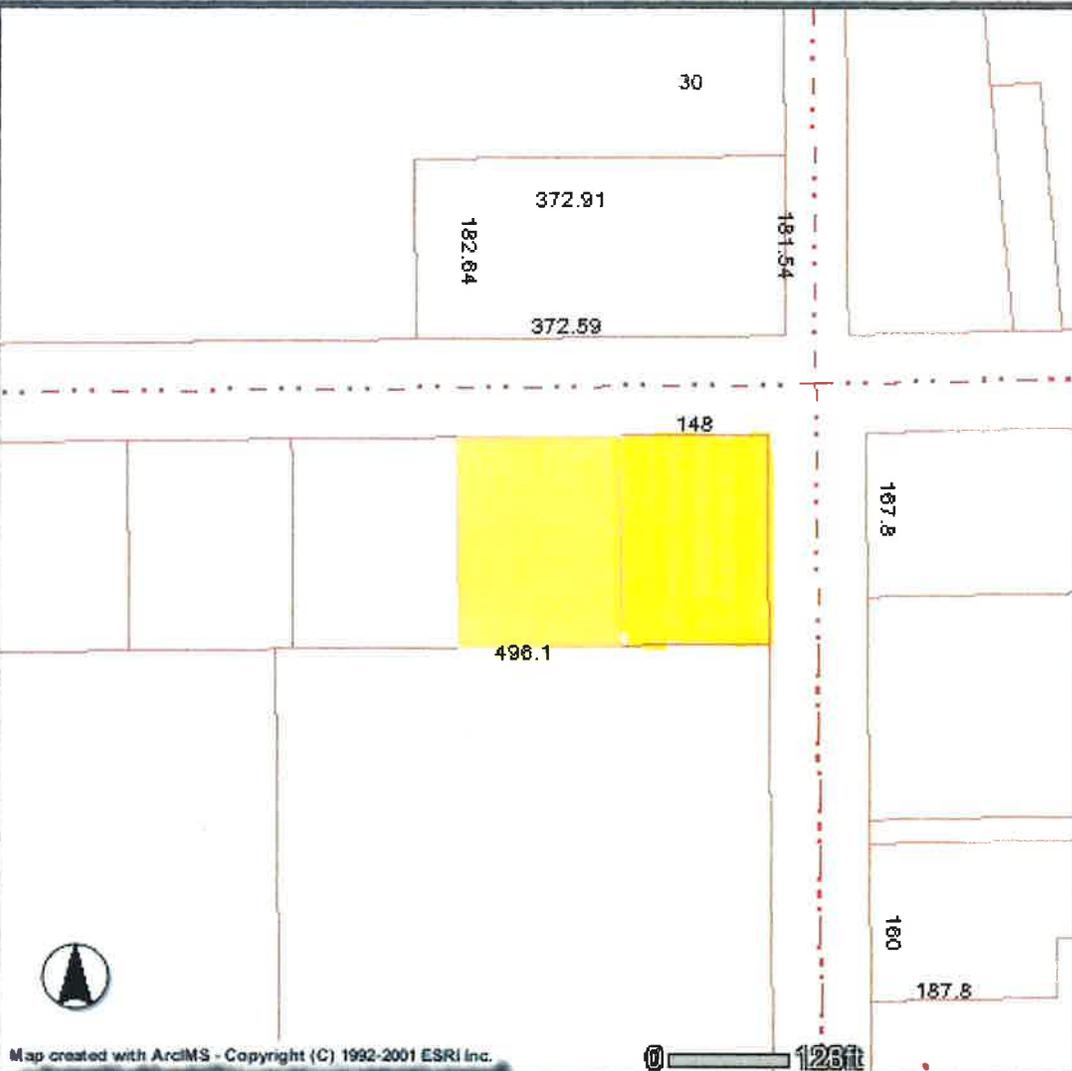
808 E. Dunkerton Rd. Cedar Falls  
Address

Parcel ID: 9014-36-226-008  
 Deed Holder: CITY OF CEDAR FALLS  
 Legal: SUTTONS ADDITION ALL LOT 2 EXC N 17 FT

**Legend**

- Selected Features
- hospital
- airport
- firedept
- parks
- twpmg
- Railroads
- Townships
- Sections
- Water
- Parcels
- Rights-of-Way
- Township
- City Lines
- railroad\_dim
- rname
- roaddim
- watername

parcelidm  
 roadname  
 Black Hawk Co.



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

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





**CITY OF CEDAR FALLS  
LEASE**

PARCEL NO. 8914-01-128-012 & 8914-01-128-010

---

LEASE NO. PK-2018-006 COUNTY: Black Hawk

THIS LEASE, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between CITY OF CEDAR FALLS, IOWA ("Landlord"), whose address, for the purpose of this lease, is c/o Cedar Falls Recreation Center, 110 E. 13<sup>th</sup> Street, Cedar Falls, Iowa 50613, and Dennis Carlo ("Tenant"), whose address for the purpose of this lease is 222 Longview Street, Cedar Falls, IA 50613.

The parties agree as follows:

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

CEDAR ACRES ADDITION E 5 FT LOT 58 LOT 59  
CEDAR ACRES ADDITION LOT 2

the address of which is locally known as PARCEL NO. 8914-01-128-012 & 8914-01-128-010 Cedar Falls, Iowa 50613 (hereinafter the "Premises"), for a term beginning on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and ending on the 31st day of December, 2021, upon the condition that Tenant performs as provided in this Lease.

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

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

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

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

**5. CARE AND MAINTENANCE.**

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

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

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

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

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

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

**10. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.**

EVENTS OF DEFAULT

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

NOTICE OF DEFAULT

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

## REMEDIES

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

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

Return Both Copies Signed to:

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

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

**13. ADDITIONAL PROVISIONS.**

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

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

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

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

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

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

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

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

**CITY OF CEDAR FALLS, IOWA  
LANDLORD**

By:

\_\_\_\_\_  
James Brown, Mayor

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Jacque Danielsen, CMC, City Clerk

\_\_\_\_\_  
Date

**TENANT**

By:



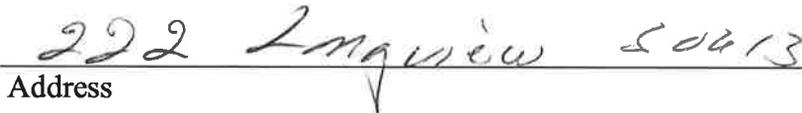
\_\_\_\_\_  
Signature



\_\_\_\_\_  
Date



\_\_\_\_\_  
Print Name



\_\_\_\_\_  
Address





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10-18-2018

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

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

<b>PRODUCER</b>  Pete R Costello 2913 Falls Ave Waterloo IA 50701	<b>CONTACT NAME:</b> Pete R Costello <b>PHONE (A/C, No, Ext):</b> 319 232-2800 <b>E-MAIL ADDRESS:</b> pete.costello@american-national.com	<b>FAX (A/C, No):</b> 319 234-7118
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  Dennis Carlo 222 Longview St Cedar Falls IA 50613	<b>INSURER A:</b> American National Property and Casualty Co	<b>NAIC #</b> 28401
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Homeowners</b>  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			14H30714J	1/10/2019	1/10/2020	EACH OCCURRENCE	\$ 500,000
	<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE	\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE    OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

Liability from this policy extends to parcels Nos 8914-01-128-010 and 8914-01-128-012 also known as Cedar Acres Addition Lots 002 & 0058

<b>CERTIFICATE HOLDER</b>  City of Cedar Falls Iowa c/o Department of Municipal Operations 110 E 13th ST Cedar Falls IA 50613	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Pete R Costello</i>
--	--



**CITY OF CEDAR FALLS  
LEASE**

PARCEL NO. 8914-02-427-003

---

LEASE NO. PK-2018-007 COUNTY: Black Hawk

THIS LEASE, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between CITY OF CEDAR FALLS, IOWA ("Landlord"), whose address, for the purpose of this lease, is c/o Cedar Falls Recreation Center, 110 E. 13<sup>th</sup> Street, Cedar Falls, Iowa 50613, and Steven Rieger ("Tenant"), whose address for the purpose of this lease is 2703 Huntington Road, Waterloo, IA 50701.

The parties agree as follows:

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

AUDITOR BARNES PLAT NO 6 ALL LOT 44 EXC BEG AT SW COR LOT 44 TH N ALONG W LINE 150.8 FT TO A CERTAIN COR LOCATED AT THE ANG PT OF WLY LINE OF LOT 44 SAID PT BEGIN ALSO DESIGNATED AS PT A TH NELY ALONG DIAGONAL LINE OF WLY LINE LOT 44 168.2 FT M OR L TO SW COR LOT 43 TH E ALONG S LINE LOT 43 67 FT TO SE COR LOT 43 TH SWLY 167.6 FT M OR L TO PT WHICH IS 70 FT DUE E OF PT A TH CONTINUING SWLY ALONG THE EXTENSION OF LAST DES COURSE TO SLY LINE LOT 44 TH WLY ALONG SAID SLY LINE TO PT OF BEG

the address of which is locally known as 8914-02-427-003 Cedar Falls, Iowa 50613 (hereinafter the "Premises"), for a term beginning on the 1st day of January, 2019, and ending on the 31st day of December, 2021, upon the condition that Tenant performs as provided in this Lease.

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

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

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

**4. USE.** Tenant shall use the Premises only for open green space or private, non-commercial vegetable and flower gardens of a scale similar to those existing in the residential properties in the neighborhood of the Premises. No structures, fences, buildings, hard surfacing, driveways, sidewalks or vehicles shall be constructed, placed or stored on the Premises. Tools and equipment consistent with private, non-commercial vegetable or flower garden use may be temporarily placed and used on the Premises at

the sole risk of Tenant. No motorized vehicles shall be parked on or otherwise used in connection with the Premises except when such vehicles are actually engaged in maintenance of the Premises. A violation of this provision shall be cause for immediate termination of the Lease.

**5. CARE AND MAINTENANCE.**

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

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

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

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

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

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

**10. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.**

EVENTS OF DEFAULT

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

NOTICE OF DEFAULT

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

REMEDIES

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

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

Return Both Copies Signed to:

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

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

**13. ADDITIONAL PROVISIONS.**

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

(b) Without limiting the generality of the foregoing, Tenant shall be responsible for mowing the Premises to a height not to exceed eight (8) inches and for general upkeep of the entire Premises, and restoring the Premises to a mowable condition at the end of

the term of the Lease, or any renewal term of the Lease. Any improvements installed or added to the premises in accordance with paragraph 5(b) of the Lease shall be at the sole cost of Tenant, and shall become the property of Landlord upon termination of the Lease or any renewal term of the Lease.

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

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

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

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

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

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

**CITY OF CEDAR FALLS, IOWA  
LANDLORD**

By:

\_\_\_\_\_  
James Brown, Mayor

\_\_\_\_\_  
Date

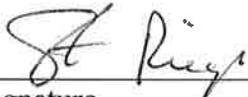
Attest:

\_\_\_\_\_  
Jacque Danielsen, CMC, City Clerk

\_\_\_\_\_  
Date

**TENANT**

By:

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
10-23-18  
Date

\_\_\_\_\_  
Steve Rieger  
Print Name

\_\_\_\_\_  
2703 Huntington Rd Waterloo IA 50701  
Address 1218 Cottage Row Rd Cedar Falls 50613

Parcel ID: 8914-02-427-003  
 Deed Holder: CITY OF CEDAR FALLS  
 Legal: AUDITOR BARNES PLAT NO 6 ALL LOT 44 EXC BEG AT SW COR



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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/24/2018

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

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

<b>PRODUCER</b> <b>BRAD JACOBSON STATE FARM</b> 4919 UNIVERSITY AVE CEDAR FALLS IA 50613		<b>CONTACT NAME:</b> JERIC WATTS <b>PHONE (A/C, No, Ext):</b> (319) 277-4134 <b>FAX (A/C, No):</b> (319) 277-4135 <b>E-MAIL ADDRESS:</b> JERIC.WATTS.FZFS@STATEFARM.COM	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> State Farm Fire and Casualty Company	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	15-BC-F297-2	03/23/2018	03/23/2019	EACH OCCURRENCE \$ <b>2,000,000</b> AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

COVERED PREMISES INCLUDE 1218 COTTAGE ROW ROAD IN CEDAR FALLS, IA. CITY OF CEDAR FALLS ALSO LISTED AS AN ADDITIONAL NAMED INSURED ON POLICY.

<b>CERTIFICATE HOLDER</b> CITY OF CEDAR FALLS 220 CLAY STREET CEDAR FALLS IA 50613	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**State Farm Fire and Casualty Company**

P.O. Box 82542  
Lincoln, NE 68501-2542

H-06- 3742-FB2E H W F

**RIEGER, STEVE**  
2703 HUNTINGTON RD  
WATERLOO IA 50701-6015

*Dwelling liability extends to  
leased lot of City*

Location: 1218 COTTAGE ROW RD  
CEDAR FALLS IA  
50613-6839

**Loss Settlement Provisions (See Policy)**  
A1 Replacement Cost - Similar Construction  
B1 Limited Replacement Cost - Coverage B

**Forms, Options, and Endorsements**

Homeowners Policy	FP-7955
Increase Dwlg up to \$28,640	OPT ID
Ordinance/Law 10%/ \$14,320	OPT OL
Jewelry and Furs \$1,500/\$2,500	OPT JF
Amendatory Endorsement	FE-7267.2
Homeowners Policy Endorsement	FE-3404
Amendment of Policy Provisions	FE-2350
Actual Cash Value Endorsement	FE-3650

**RENEWAL CERTIFICATE**

<b>POLICY NUMBER</b>	15-BS-K359-8
Homeowners Policy FEB 20 2018 to FEB 20 2019	

<b>DATE DUE</b>	<b>SEE BALANCE DUE NOTICE</b>
FEB 20 2018	\$728.00

**Coverages and Limits**

**Section I**

A Dwelling		\$143,200
Dwelling Extension	Up To	14,320
B Personal Property		107,400
C Loss of Use		Actual Loss Sustained

**Deductibles - Section I**

All Losses 1.00%	1,432
------------------	-------

**Section II**

L Personal Liability	\$300,000
Damage to Property of Others	500
M Medical Payments to Others (Each Person)	1,000

**Annual Premium Amount Due**

\$728.00
\$728.00

**Premium Reductions**

Home/Auto Discount	392.00
Claim Record Discount	280.00

Inflation Coverage Index: 239.1

06 IPPD

01

15-BS-K359-8

Please help us update the data used to determine your premium. Contact your agent with the year each of your home's utilities (heating/cooling, plumbing, or electrical) and roof were last updated.

138-3076 (L 10-11-2010 (c1130896)

*Thanks for letting us serve you. We appreciate our long term customers.*  
Agent BRAD JACOBSON CLU

Moving? See your State Farm agent.  
See reverse for important information.  
Prepared JAN 04 2018

Telephone (319) 277-4134 or (800) 305-4134

014 E 0400 NP,DR,6E 2011 1

**Your coverage amount....**

It is up to you to choose the coverages and limits that meet your needs. We recommend that you purchase a coverage limit at least equal to the estimated replacement cost of your home. Replacement cost estimates are available from building contractors and replacement cost appraisers, or, your agent can provide an Xactware estimate using information you provide about your home. We can accept the type of estimate you choose as long as it provides a reasonable level of detail about your home. State Farm® does not guarantee that any estimate will be the actual future cost to rebuild your home. Higher limits are available at higher premiums. Lower limits are also available, which if selected may make certain coverages unavailable to you. We encourage you to periodically review your coverages and limits with your agent and to notify us of any changes or additions to your home.



## NOTICE TO POLICYHOLDER

For a comprehensive description of coverages and forms, please refer to your policy.

Policy changes that you requested before the "Date Prepared" on your Renewal Certificate are effective on the renewal date of this policy unless indicated otherwise by a separate endorsement, binder or Amended Declarations Page. Any coverage forms or endorsements included with your Renewal Certificate are effective on the renewal date of this policy.

Policy changes that you requested after the "Date Prepared" on your Renewal Certificate will be sent to you as an Amended Declarations Page or as an endorsement to your policy. You will be billed for any resulting premium increase later.

If you have acquired any valuable property items, made any improvements to your home, or have questions about your insurance coverage, please contact your State Farm\* agent.

553-2948 (C) (10/08)

## IMPORTANT NOTICE . . . Discounts and Rating

The longer you are insured with State Farm\* and the fewer claims you have, the lower your premium. For policyholders insured by State Farm for three or more years, the Claim Free Discount Plan provides a premium discount if you have not had any claims considered for the Plan in the most recent three-year period since becoming insured with State Farm. Premium adjustments under the Claim Record Rating Plan are based on the number of years you have been insured with State Farm and on the number of claims that we consider for the Plan. Depending on the Plan(s) that applies in your state/province, claims considered for the Plans generally include claims resulting in a paid loss and may include weather-related claims. Additionally, depending on your state/province's plan and your tenure with State Farm, any claims with your prior insurer resulting in property damage or injury may also influence your premium. For further information about whether a Claim Free Discount is in effect in your state/province, the Claim Record Rating Plan that applies in your state/province, and the claims we consider for the Plans, please contact your State Farm agent.

553-2798 (C) (10/07)

06 IPPD

01

## **IMPORTANT NOTICE . . . Information Regarding Your Premium**

Claims and information from other State Farm® policies in your household may have been used to determine the premium shown. A policy may be considered "in your household" if, according to our records, the policy has a name and address in common with this policy.

Consumer reports may also be used to determine the price you are charged. We may obtain and use a credit-based insurance score developed from information contained in these reports. We may use a third party in connection with the development of your insurance score.

If a credit-based insurance score is used, you have the right to request, no more than once in a 12 month period that your policy be re-rated. Re-rating could result in a lower rate, no change in rate or a higher rate.

553-3145 (C) (10/09)



**State Farm Fire and Casualty Company**

P.O. Box 82542  
Lincoln, NE 68501-2542

A-06- 3742-FB2E L F

**RIEGER, STEVEN L**  
2703 HUNTINGTON RD  
WATERLOO IA 50701-6015

*Personal liability covers  
leased lot of city*

**Forms and Endorsements**

Personal Liability Umbrella FP-7950.2  
Fuel Oil Exclusion FE-5837  
Farm Liability Coverage FE-7676.2

**RENEWAL CERTIFICATE**

<b>POLICY NUMBER</b>	15-BC-F297-2
Personal Liability Umbrella Policy MAR 23 2018 to MAR 23 2019	

<b>DATE DUE</b>	SEE BALANCE DUE NOTICE
MAR 23 2018	\$316.00

**COVERAGES AND LIMITS**

L Personal Liability	\$2,000,000
Self-Insured Retention	None
Farm Insured Retention	1,000

**UNDERLYING EXPOSURES**

Our records show the following underlying information. This information was used in determining the rate of the policy.

**AUTOMOBILE EXPOSURES**

Automobile(s)	9
Rec Motor Vehicle(s)	1
Automobile Operator(s)	2

**OTHER LIABILITY EXPOSURES**

Farm  
Employers

<b>Annual Premium</b>	\$316.00
<b>Amount Due</b>	\$316.00

06 IPPD

01

15-BC-F297-2

**\*Notify your agent immediately if the above listed Coverages and/or Underlying Exposures are incorrect. Your Coverages and/or bill can be affected if this information is not correct.**

**The Class 50 Discount has reduced the premium on your policy by \$46.00**

**Required Underlying Insurance on reverse side**

138-3076 I.B. 10-11-2010 (01/30/888)

*Thanks for letting us serve you...*

**Agent BRAD JACOBSON CLU**  
**Telephone (319) 277-4134 or (800) 305-4134**

*Moving? See your State Farm agent.  
See reverse for important information.*  
Prepared FEB 02 2018

E 0414 201 1 008

REB

**CONTINUED FROM FRONT**

**Required Underlying Insurance**

(Terms in Bold in this section are defined in the policy)  
Minimum Underlying Limits

<u>Type of Policy</u>	<u>Combined Limits</u> <u>(Bodily Injury and Property Damage)</u>	or	<u>Split Limits</u>
<b>Automobile Liability</b>	<b>\$ 500,000</b>		<b>\$ 250,000</b> Per Person <b>\$ 500,000</b> Per Accident <b>\$ 100,000</b> Per Accident
<b>Recreational Motor Vehicle Liability</b> Including Passenger Bodily Injury	<b>\$ 500,000</b>		<b>\$ 250,000</b> Per Person <b>\$ 500,000</b> Per Accident <b>\$ 100,000</b> Per Accident
<b>Personal Residential Liability</b> Including Personal Farm Liability	<b>\$ 100,000</b>		
<b>Watercraft Liability</b>	<b>\$ 100,000</b>		
<b>Employers Liability</b>	<b>\$ 100,000</b>		

**NOTICE TO POLICYHOLDER:**

Policy changes requested before the "Date Prepared", which appear on this notice, are effective on the Effective Date of this policy unless otherwise indicated by a separate endorsement, binder, or amended declarations. Any coverage forms attached to this notice are also effective on the Effective Date of this policy.

Policy changes requested after the "Date Prepared" will be sent to you as an amended declarations or as an endorsement to your policy. Billing for any additional premium for such changes will be mailed at a later date.

Please keep this with your policy.

**CITY OF CEDAR FALLS  
LEASE**

PARCEL NO. 8914-01-128-008 & 8914-01-128-009 & 8914-01-128-007 & 8914-01-126-011 & 8914-01-126-010

LEASE NO. PK-2018-008 COUNTY: Black Hawk

THIS LEASE, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between CITY OF CEDAR FALLS, IOWA ("Landlord"), whose address, for the purpose of this lease, is c/o Cedar Falls Recreation Center, 110 E. 13<sup>th</sup> Street, Cedar Falls, Iowa 50613, and Brad Block ("Tenant"), whose address for the purpose of this lease is 301 Longview Street, Cedar Falls, IA 50613.

The parties agree as follows:

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

CEDAR ACRES ADDITION LOT 4 & 3 & 5  
WOODLAWN PLACE S 90 FT LOT 40  
WOODLAWN PLACE S 1/2 LOT 40 EXC N 58 FT AND THE S 90 FT

the address of which is locally known as 8914-01-128-008 & 8914-01-128-009 & 8914-01-128-007 & 8914-01-126-011 & 8914-01-126-010 Cedar Falls, Iowa 50613 (hereinafter the "Premises"), for a term beginning on the 1st day of January, 2019, and ending on the 31st day of December, 2021, upon the condition that Tenant performs as provided in this Lease.

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

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

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

4. **USE.** Tenant shall use the Premises only for open green space or private, non-commercial vegetable and flower gardens of a scale similar to those existing in the residential properties in the neighborhood of the Premises. No structures, fences, buildings, hard surfacing, driveways, sidewalks or vehicles shall be constructed, placed or stored on the Premises. Tools and equipment consistent with private, non-commercial vegetable or flower garden use may be temporarily placed and used on the Premises at the sole risk of Tenant. No motorized vehicles shall be parked on or otherwise used in

connection with the Premises except when such vehicles are actually engaged in maintenance of the Premises. A violation of this provision shall be cause for immediate termination of the Lease.

**5. CARE AND MAINTENANCE.**

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

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

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

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

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

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

**10. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.**

EVENTS OF DEFAULT

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

NOTICE OF DEFAULT

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

### REMEDIES

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

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

Return Both Copies Signed to:

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

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

### **13. ADDITIONAL PROVISIONS.**

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

(b) Without limiting the generality of the foregoing, Tenant shall be responsible for mowing the Premises to a height not to exceed eight (8) inches and for general upkeep of the entire Premises, and restoring the Premises to a mowable condition at the end of the term of the Lease, or any renewal term of the Lease. Any improvements installed or

added to the premises in accordance with paragraph 5(b) of the Lease shall be at the sole cost of Tenant, and shall become the property of Landlord upon termination of the Lease or any renewal term of the Lease.

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

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

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

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

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

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

**CITY OF CEDAR FALLS, IOWA  
LANDLORD**

By:

\_\_\_\_\_  
James Brown, Mayor

\_\_\_\_\_  
Date

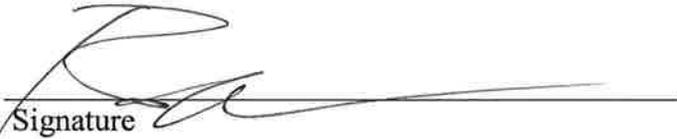
Attest:

\_\_\_\_\_  
Jacque Danielsen, CMC, City Clerk

\_\_\_\_\_  
Date

**TENANT**

By:

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Address

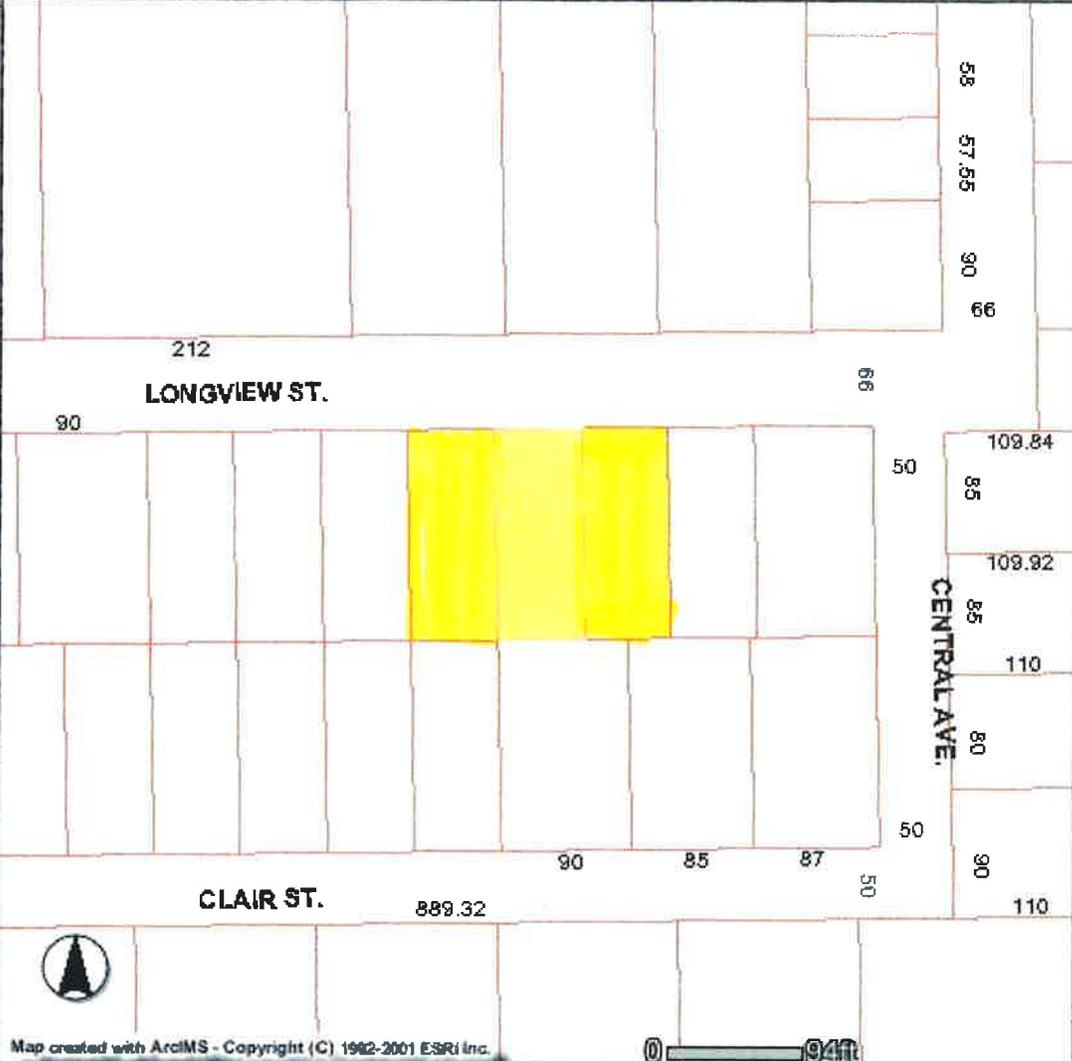
Parcel ID: 8914-01-128-008  
 Deed Holder: CITY OF CEDAR FALLS  
 Legal: CEDAR ACRES ADDITION LOT 4

**Legend**

- Selected Features
- hospital
- airport
- firedept
- parks
- twprng
- Railroads
- Townships
- Sections
- Water
- Parcels
- Rights-of-Way
- Township
- City Lines
- railroad\_dim
- rname
- roaddim
- watername

**Legend**

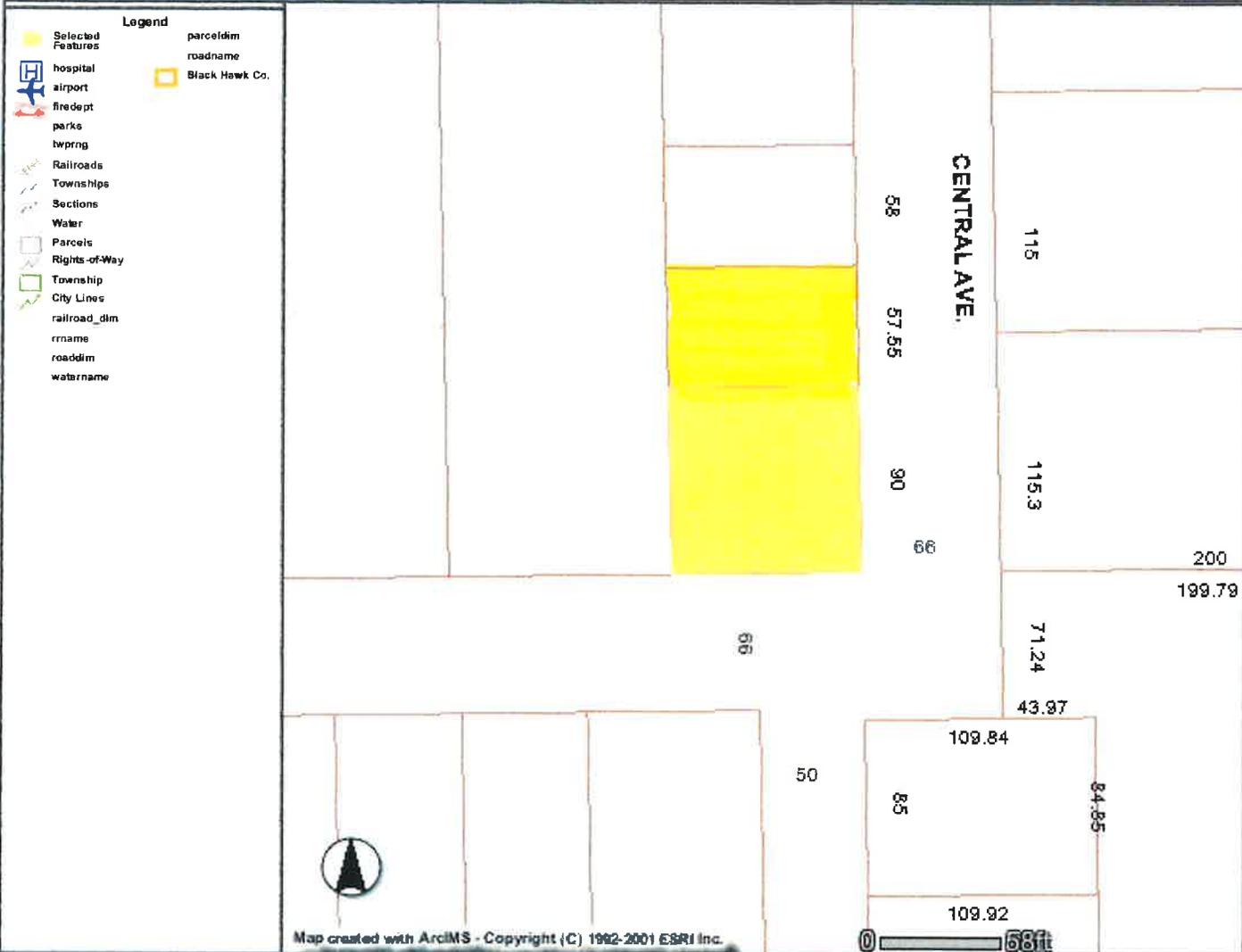
- parceldim
- roadname
- Black Hawk Co.



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

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

Parcel ID: 8914-01-126-011  
 Deed Holder: CITY OF CEDAR FALLS  
 Legal: WOODLAWN PLACE S 90 FT LOT 40



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

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

# CERTIFICATE OF LIABILITY INSURANCE - IOWA



Brenda M Holzer  
 515 MAIN ST STE B  
 CEDAR FALLS, IA 50613  
 (319) 277-2056  
 (031/722)

American Family Mutual Insurance Company, S.I.  
 6000 American Parkway  
 Madison, WI 53783  
 For customer service and claims service,  
 24 hours a day, 7 days a week  
 1-800-MY AMFAM (1-800-692-6326)  
 amfam.com

Insured's Name and Address:  
 Brad & Misty Block  
 301 Longview St  
 Cedar Falls, IA 50613

This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This certificate does not amend, extend or alter the coverage afforded by the policies listed below.

### COVERAGES

This is to certify that policies of insurance listed below have been issued to the insured name above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies.

TYPE OF INSURANCE	POLICY NUMBER	POLICY DATE		LIMITS OF LIABILITY
		EFFECTIVE (Mo, Day, Yr)	EXPIRATION (Mo, Day, Yr)	
Homeowners/ Mobilehomeowners Liability	41038-91744-89	10/25/2018	10/25/2019	Bodily Injury and Property Damage Each Occurrence \$ 1,000,000
Boatowners Liability				Bodily Injury and Property Damage Each Occurrence \$ ,000
Farm/Ranch Liability				Farm Liability & Personal Liability Each Occurrence \$ ,000 Farm Employer's Liability Each Occurrence \$ ,000
Workers Compensation and Employers Liability †				Statutory Each Accident \$ ,000 Disease - Each Employee \$ ,000 Damage - Policy Limit \$ ,000
General Liability <input type="checkbox"/> Commercial General Liability (occurrence) <input type="checkbox"/> <input type="checkbox"/>				General Aggregate \$ ,000 Products - Completed Operations Aggregate \$ ,000 Personal and Advertising Injury \$ ,000 Each Occurrence \$ ,000 Damage to Premises Rented to You \$ ,000 Medical Expense (Any One Person) \$ ,000
Businessowners Liability				Each Occurrence †† \$ ,000 Aggregate †† \$ ,000 Common Cause Limit \$ ,000 Aggregate Limit \$ ,000
Liquor Liability				
Automobile Liability <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Auto <input type="checkbox"/> Nonowned Autos <input type="checkbox"/>				Bodily Injury - Each Person \$ ,000 Bodily Injury - Each Accident \$ ,000 Property Damage \$ ,000 Bodily Injury and Property Damage Combined \$ ,000
Umbrella Liability <input type="checkbox"/> Commercial Blanket Excess <input type="checkbox"/> Personal Umbrella Liability				Each Occurrence/Aggregate \$ ,000 Bodily Injury and Property Damage \$ ,000 Each Occurrence \$ ,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL ITEMS  
 vacant lots leased from the City of Cedar Falls

†The individual or partners shown as insured elected to be covered under this policy  Have  Have not  
 ††Products-Completed Operations aggregate is equal to each occurrence limit and is included in policy aggregate.

CERTIFICATE HOLDER'S NAME AND ADDRESS

CANCELLATION  
 Should any of the above described policies be cancelled before the expiration date thereof notice will be delivered in accordance with the policy provisions  
 DATE ISSUED 11/28/2018 AUTHORIZED REPRESENTATIVE Becky Moore

**CITY OF CEDAR FALLS  
LEASE**

PARCEL NO. 8914-02-402-016

---

LEASE NO. PK-2018-009 COUNTY: Black Hawk

THIS LEASE, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between CITY OF CEDAR FALLS, IOWA ("Landlord"), whose address, for the purpose of this lease, is c/o Cedar Falls Recreation Center, 110 E. 13<sup>th</sup> Street, Cedar Falls, Iowa 50613, and Alan Kraus ("Tenant"), whose address for the purpose of this lease is 1626 Cottage Row Road, Cedar Falls, IA 50613 .

The parties agree as follows:

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

AUDITOR BARNES PLAT NO 6 E 100 FT W 200 FT S 200 FT LOT 36 & EASE

the address of which is locally known as 8914-02-402-016 Cedar Falls, Iowa 50613 (hereinafter the "Premises"), for a term beginning on the 1st day of January, 2019, and ending on the 31st day of December, 2021, upon the condition that Tenant performs as provided in this Lease.

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

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

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

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

**5. CARE AND MAINTENANCE.**

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

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

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

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

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

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

**10. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.**

EVENTS OF DEFAULT

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

NOTICE OF DEFAULT

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

## REMEDIES

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

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

Return Both Copies Signed to:

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

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

**13. ADDITIONAL PROVISIONS.**

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

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

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

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

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

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

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

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

**CITY OF CEDAR FALLS, IOWA  
LANDLORD**

By:

\_\_\_\_\_  
James Brown, Mayor

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Jacque Danielsen, CMC, City Clerk

\_\_\_\_\_  
Date

**TENANT**

By:

*Alan J. Kraus*  
\_\_\_\_\_  
Signature

*10-17-18*  
\_\_\_\_\_  
Date

*ALAN J. KRAUS*  
\_\_\_\_\_  
Print Name

*1626 Cottage Row*  
\_\_\_\_\_  
Address

### Black Hawk County Parcel Map

Parcel ID:	8914-02-402-016
Deed Holder:	CITY OF CEDAR FALLS
Legal:	AUDITOR BARNES PLAT NO 6 E 100 FT W 200 FT S 200 FT



Map created with ArcIMS - Copyright (C) 1992-2001 ESRI Inc. 0 120ft

<p>Black Hawk County, Iowa          316 East 5th Street          Waterloo, Iowa 50703-4774          Phone: (319) 833-3002          Fax: (319) 833-3070          E-mail: <a href="mailto:auditor@co.black-hawk.ia.us.org">auditor@co.black-hawk.ia.us.org</a></p>	<p>Map Disclaimer: This map does not represent a survey. No liability is assumed for the accuracy of the data delineated herein, either expressed or implied by Black Hawk County, the Black Hawk County Assessor or their employees. This map is compiled from official records, including plats, surveys, recorded deeds, and contracts, and only contains information required for local government purposes. See the recorded documents for more detailed legal information.</p>
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# CERTIFICATE OF LIABILITY INSURANCE - IOWA



Amanda L Maki  
 4901 University Ave Ste C  
 Cedar Falls, IA 50613  
 (319) 277-0120  
 (035/722)

American Family Mutual Insurance Company, S.I.  
 6000 American Parkway  
 Madison, WI 53783  
 For customer service and claims service,  
 24 hours a day, 7 days a week  
**1-800-MY AMFAM (1-800-692-6326)**  
**amfam.com**

Insured's Name and Address:  
 PEGGY L & ALAN J KRAUS  
 1626 COTTAGE ROW RD  
 CEDAR FALLS, IA 50613

**This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This certificate does not amend, extend or alter the coverage afforded by the policies listed below.**

### COVERAGES

This is to certify that policies of insurance listed below have been issued to the insured name above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies.

TYPE OF INSURANCE	POLICY NUMBER	POLICY DATE		LIMITS OF LIABILITY
		EFFECTIVE (Mo, Day, Yr)	EXPIRATION (Mo, Day, Yr)	
<b>Homeowners/ Mobilehomeowners Liability</b>	14PD-5104-01	09/29/2018	09/29/2019	Bodily Injury and Property Damage Each Occurrence \$ 500,000
				<b>Boatowners Liability</b>
<b>Farm/Ranch Liability</b>				Farm Liability & Personal Liability Each Occurrence \$ ,000
				Farm Employer's Liability Each Occurrence \$ ,000
<b>Workers Compensation and Employers Liability †</b>				Statutory *****
				Each Accident \$ ,000
				Disease - Each Employee \$ ,000
				Damage - Policy Limit \$ ,000
<b>General Liability</b> <input type="checkbox"/> Commercial General Liability (occurrence) <input type="checkbox"/> <input type="checkbox"/>				General Aggregate \$ ,000
				Products - Completed Operations Aggregate \$ ,000
				Personal and Advertising Injury \$ ,000
				Each Occurrence \$ ,000
				Damage to Premises Rented to You \$ ,000
				Medical Expense (Any One Person) \$ ,000
<b>Businessowners Liability</b>				Each Occurrence†† \$ ,000
				Aggregate†† \$ ,000
<b>Liquor Liability</b>				Common Cause Limit \$ ,000
				Aggregate Limit \$ ,000
<b>Automobile Liability</b> <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Auto <input type="checkbox"/> Nonowned Autos <input type="checkbox"/>				
				Bodily Injury - Each Person \$ ,000
				Bodily Injury - Each Accident \$ ,000
				Property Damage \$ ,000
				Bodily Injury and Property Damage Combined \$ ,000
<b>Umbrella Liability</b> <input type="checkbox"/> Commercial Blanket Excess <input type="checkbox"/> Personal Umbrella Liability				Each Occurrence/Aggregate \$ ,000
				Bodily Injury and Property Damage \$ ,000
				Each Occurrence \$ ,000

### Other (Miscellaneous Coverages)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL ITEMS  
 Parcel# 8914-02-402-016  
 Lease # PK -2018-009

†The individual or partners shown as insured elected to be covered under this policy  Have  Have not

††Products-Completed Operations aggregate is equal to each occurrence limit and is included in policy aggregate.

### CERTIFICATE HOLDER'S NAME AND ADDRESS

City of Cedar Falls  
 C/O Cedar Falls Recreation Center  
 110 E. 13th St  
 Cedar Falls, Ia 50613

### CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof notice will be delivered in accordance with the policy provisions

DATE ISSUED  
 10/18/2018

AUTHORIZED REPRESENTATIVE

*Mandy Maki*

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**CITY OF CEDAR FALLS  
LEASE**

PARCEL NO. 9014-34-476-003

---

LEASE NO. PK-2018-010 COUNTY: Black Hawk

THIS LEASE, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between CITY OF CEDAR FALLS, IOWA ("Landlord"), whose address, for the purpose of this lease, is c/o Cedar Falls Recreation Center, 110 E. 13<sup>th</sup> Street, Cedar Falls, Iowa 50613, and Steve Koester ("Tenant"), whose address for the purpose of this lease is 3009 Cottage Row Road, Cedar Falls, IA 50613 .

The parties agree as follows:

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

UNPLATTED CEDAR FALLS ALL THAT PART OF THE FOL DES PROPERTY LYING N OF A CERTAIN E & W LINE WHICH IS 120 FT N OF & PAR TO THE S LINE OF SAID PARCEL & CONVEYS ALSO THE E 25 FT OF THE N 20 FT OF THE PARCEL LYING S OF SAID E-W LINE TO WIT THAT PART OF SE 1/4 SE 1/4 SEC 34 T 90 R 14 LYING WITHIN THE FOL DES BOUNDARIES COM AT SE COR SE 1/4 SE 1/4 SAID SEC TH W ALONG S LINE OF SE 1/4 SAID SEC A DIST OF 770 FT TH NE ON A BEARING OF N 53 DEG 54 MIN E A DIST OF 348 FT TO THE PT OF BEG OF PARCEL TO BE DES TH CONTINUING ON SAID BEARING OF N 53 DEG 54 MIN E A DIST OF 52 FT TH ON A BEARING OF N 1 DEG E A DIST OF 279.6 FT TO A CERTAIN PT A TH DUE W A DIST OF 456 FT TH SELY TO A PT WHICH IS 284.8 FT W OF THE PT OF BEG TH E TO PT OF BEG SUBJ TO EASEMENTS & EASE 522-314 SEC 34 T 90 R 14

the address of which is locally known as 9014-34-476-003 Cedar Falls, Iowa 50613 (hereinafter the "Premises"), for a term beginning on the 1st day of January, 2019, and ending on the 31st day of December, 2021, upon the condition that Tenant performs as provided in this Lease.

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

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

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

4. **USE.** Tenant shall use the Premises only for open green space or private, non-commercial vegetable and flower gardens of a scale similar to those existing in the

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

**5. CARE AND MAINTENANCE.**

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

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

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

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

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

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

**10. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.**

EVENTS OF DEFAULT

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

#### NOTICE OF DEFAULT

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

#### REMEDIES

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

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

Return Both Copies Signed to:

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

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

#### **13. ADDITIONAL PROVISIONS.**

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

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

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

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

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

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

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

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

**CITY OF CEDAR FALLS, IOWA  
LANDLORD**

By:

\_\_\_\_\_  
James Brown, Mayor

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Jacque Danielsen, CMC, City Clerk

\_\_\_\_\_  
Date

**TENANT**

By:

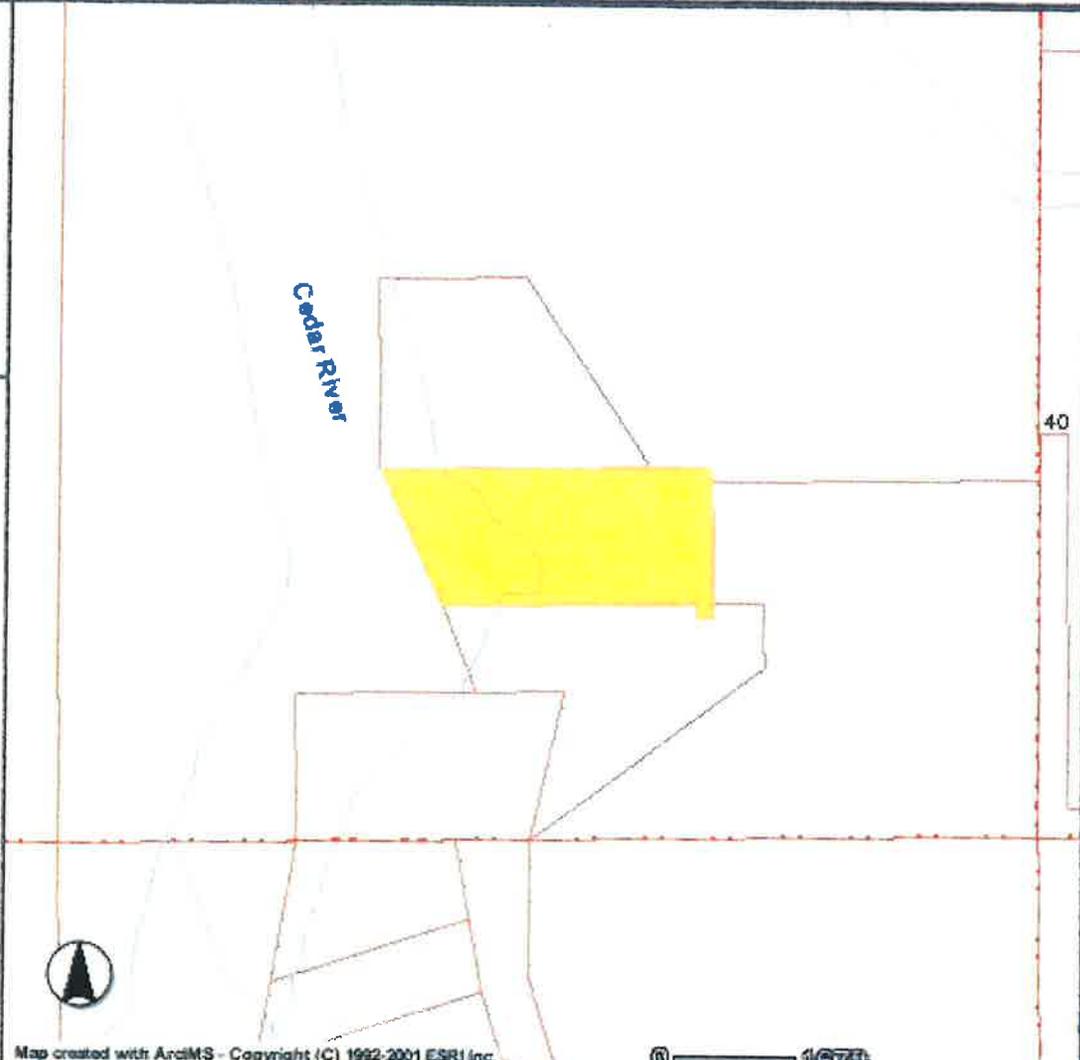
  
\_\_\_\_\_  
Signature

10-22-2018  
Date

STEJE KOESTER  
Print Name

3009 GOTTAGE Row, CEDAR FALLS, IA  
Address

Parcel ID: BU 14-34-476-003  
 Deed Holder: CITY OF CEDAR FALLS  
 Legal: UNPLATTED CEDAR FALLS ALL THAT PART OF THE FOL DES PROPERTY



40

- Legend**
- Selected Features
  - hospital
  - airport
  - firedept
  - parks
  - twprng
  - Railroads
  - Townships
  - Sections
  - Water
  - Parcels
  - Rights-of-Way
  - Township
  - City Lines
  - railroad\_dim
  - crname
  - roaddim
  - watername
  - parceldim
  - roadname
  - Black Hawk Co.

Map created with ArcIMS - Copyright (C) 1992-2001 ESRI Inc.

0 1671

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

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



**FARM BUREAU MEMBER'S CHOICE  
PERSONAL PACKAGE POLICY  
LIABILITY INSURANCE CERTIFICATE**

**POLICY #:** 0000000007380492

**CERTIFICATE ISSUED TO:**  
CITY OF CEDAR FALLS  
220 CLAY ST  
CEDAR FALLS, IA 50613

**FIRST NAMED INSURED:**  
STEVE KOESTER  
3009 COTTAGE ROW RD  
CEDAR FALLS, IA 50613

**EFFECTIVE DATE:** 11-01-2018

**EXPIRATION DATE:** 11-01-2019

**INSURANCE COVERAGES**

- |   |  |
|---|--|
| <input type="checkbox"/> Personal Vehicle Liability *         | <input type="checkbox"/> Farm/Ranch Employer Liability |
| <input checked="" type="checkbox"/> Personal Liability        | <input type="checkbox"/> Business Liability**          |
| <input type="checkbox"/> Personal Injury Liability            | <input type="checkbox"/> Umbrella Liability            |
| <input type="checkbox"/> Farm/Ranch and Personal Liability*** |  |

This certificate certifies liability insurance is afforded as shown above. It is issued as a matter of information only and does not amend, alter or extend any of the coverages in the Farm Bureau Member's Choice Personal Package Policy.

COVERAGE	LIMIT
PERSONAL LIABILITY	
Bodily Injury/Property Damage	\$500,000 Each Occurrence

\* Personal Vehicle includes any of the following: An auto of the private passenger type designed solely to carry persons and their luggage. An auto of the pickup, panel truck, van or motorhome type not customarily used in any business or occupation other than farming or ranching for: delivery of products or supplies; carrying of tools or equipment; hauling for hire; office, store or display purposes. An auto of the truck or truck tractor type owned by a farmer or rancher and used exclusively in connection with their farming or ranching operation, for exchange purposes with neighbors or for personal pleasure. A motorcycle or recreational motor vehicle. A snowmobile or a watercraft.

For a certificate issued to a lessor for the above described vehicles, the lessor is also named as an additional insured for legal liability, but only with respect to the ownership, maintenance or use of the vehicle.

\*\* Business Liability includes bodily injury, property damage and personal injury/advertising injury.

\*\*\* For certificates issued to lessors or lessholders of equipment under Farm/Ranch and Personal Liability, "insured" includes the "person(s)" or organization(s) to whom this certificate is issued, but only with respect to their liability "caused by" the maintenance, operation or use by the "insured" of equipment leased by them to the "insured". Coverage with respect to said "person" or organization does not apply to:

- Any "occurrence" that takes place after the equipment lease expires;
- Any "damages" arising out of the negligence of the additional insured; or
- "Bodily Injury" to any employee of said "person" or organization arising out of and in the course of their employment by said "person" or organization.

Physical Damage	\$20,650 Stated Amount	\$250
<b>Annual Vehicle Premium</b>		<b>\$134.37</b>

### Property/Liability

Coverage	Limits	Deductible
Bodily Injury Liability/Property Damage Liability	\$500,000 each occurrence	
Medical Payments to Others	\$1,000 each person/each occurrence	
Liability Loss Assessment	\$1,000 each occurrence	
Fire Department Service Charge	\$1,000	No
Property Loss Assessment	\$1,000	No

#### Insured Location

3009 COTTAGE ROW RD, CEDAR FALLS, IA 50613-6802

Location Description:

Coverage	Limits	Deductible/Wind & Hail
<b>1970 Dwelling</b>	\$136,900	\$250/\$1,000
Guaranteed Replacement Cost w/125% Cap Special		
Loss of Use - Actual Loss Sustained	12 months	
Residential Equipment Breakdown		
<b>Household Personal Property</b>	\$96,050	\$250
Replacement Cost Special		
Tenant's Loss of Use - Actual Loss Sustained	12 months	
Special Limits of Insurance		
Money	\$200	
Valuable Records	\$1,000	
Watercraft	\$500	
Trailers	\$500	
Jewelry/Furs	\$1,000 per item/\$2,000 per occurrence	
Plateware	\$5,000	
Firearms	\$2,000 per item/\$4,000 per occurrence	
Business Property On Premises	\$2,500	
Business Property Off Premises	\$1,000	
Electronic Apparatus	\$1,000	

#### Insured Location

PARCEL ID #9014-34-476-003, CEDAR FALLS, IA 50613

Location Description:

<b>Annual Property/Liability Premium</b>	<b>\$1,422.84</b>
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For your protection your policy includes an annual inflation increase that applies to your property in the following manner:

3.8% to dwellings and household personal property.

### Policy Forms & Endorsements

PKXX.J0001.0510	PKIA.SGENL.1214	PKIA.SGENS.0510	PKIA.SVEHI.0510
PKIA.MVLIA.0508	PKIA.MANMP.0508	PKIA.MVDAM.1008	PKIA.MAUMU.0510
PKIA.MWMED.0508	PKIA.SLIAB.0113	PKIA.MPLIA.0508	PKIA.SPROP.1216
PKIA.MDWLG.1216	PKIA.MHHPP.0711	PKXX.EP009.1214	

**CITY OF CEDAR FALLS  
LEASE**

PARCEL NO. 8914-02-235-008 & 8914-02-235-002

LEASE NO. PK-2018-011 COUNTY: Black Hawk

THIS LEASE, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between CITY OF CEDAR FALLS, IOWA ("Landlord"), whose address, for the purpose of this lease, is c/o Cedar Falls Recreation Center, 110 E. 13<sup>th</sup> Street, Cedar Falls, Iowa 50613, and Rodney Vanderwerf ("Tenant"), whose address for the purpose of this lease is 1003 Cedar Street, Cedar Falls, Iowa 50613 .

The parties agree as follows:

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

BRUHNS SUBDIVISION OF A PART OF NE QUARTER OF THE NE QUARTER OF SEC 2 T 89 NORTH RANGE 14 WEST OF THE 5TH PM LOT 24

BRUHNS SUBDIVISION OF A PART OF NE QUARTER OF THE NE QUARTER OF SEC 2 T 89 NORTH RANGE 14 WEST OF THE 5TH PM E 50 FT LOT 25 E 50 FT LOT 26

the address of which is locally known as 8914-02-235-008 & 8914-02-235-002 Cedar Falls, Iowa 50613 (hereinafter the "Premises"), for a term beginning on the 1st day of January, 2019, and ending on the 31<sup>st</sup> day of December, 2021, upon the condition that Tenant performs as provided in this Lease.

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

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

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

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

maintenance of the Premises. A violation of this provision shall be cause for immediate termination of the Lease.

**5. CARE AND MAINTENANCE.**

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

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

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

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

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

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

**10. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.**

EVENTS OF DEFAULT

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

NOTICE OF DEFAULT

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

### REMEDIES

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

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

Return Both Copies Signed to:

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

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

**13. ADDITIONAL PROVISIONS.**

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

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

cost of Tenant, and shall become the property of Landlord upon termination of the Lease or any renewal term of the Lease.

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

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

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

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

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

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

**CITY OF CEDAR FALLS, IOWA  
LANDLORD**

By:

\_\_\_\_\_  
James Brown, Mayor

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Jacque Danielsen, CMC, City Clerk

\_\_\_\_\_  
Date

**TENANT**

By:

*Rodney VanderWerf*  
\_\_\_\_\_  
Signature

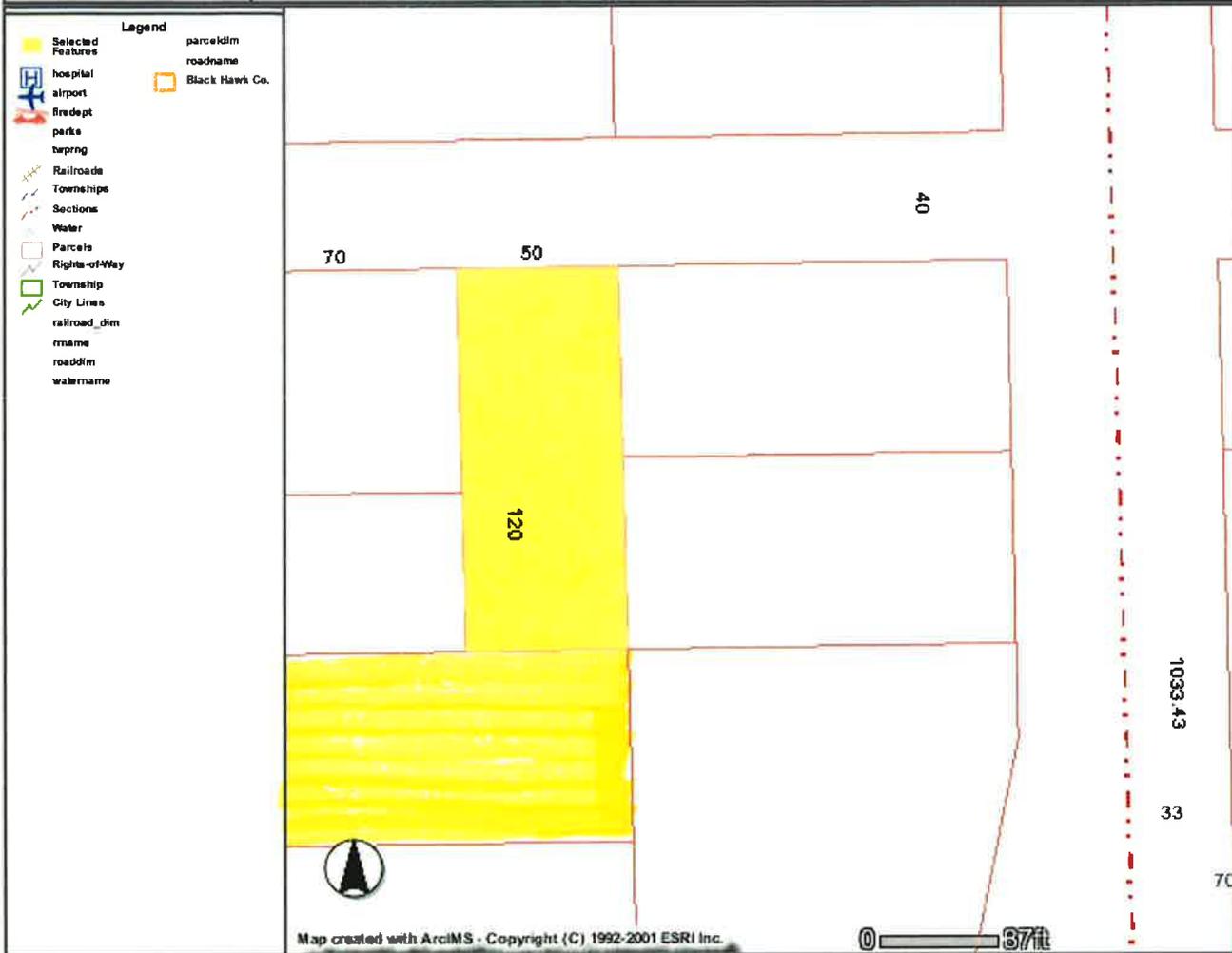
*10-17-18*  
\_\_\_\_\_  
Date

*Rodney VanderWerf*  
\_\_\_\_\_  
Print Name

*1003 Cedar St Cedar Falls Ia 50613*  
\_\_\_\_\_  
Address

### Black Hawk County Parcel Map

Parcel ID:	8914-02-235-002
Deed Holder:	CITY OF CEDAR FALLS
Parcel Address:	915 CEDAR ST, CEDAR FALLS, IA 50613



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

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

# THE SINNOTT AGENCY, INC.

October 16, 2018

~Since 1923~



Rod Vanderwerf  
Kathy Lenius  
1003 Cedar Street  
Cedar Falls, IA 50613

622 West 4th Street  
P.O. Box 1918  
Waterloo, IA 50704-1918  
Phone 319-233-6103  
Fax 319-234-8133  
[www.sinnottagency.com](http://www.sinnottagency.com)

RE: Parcel # 891402235008 & 891402235002

818 Maiden Lane  
Iowa City, IA 52240  
Phone 319-341-6025  
Fax 319-234-8133

To whom it may concern,

The Sinnott Agency writes the home insurance for Rod Vanderwerf and Kathy Lenius at 1003 Cedar Street. They are entering into a lease agreement with the City of Cedar Falls as part of a flood buyout program. This letter is to confirm that their primary home insurance extends liability to the parcels of vacant land which they are leasing.

Their home insurance is with Nationwide insurance under policy HOC 0039058146 and has effective dates of 10/26/2018 - 10/26/2019. Under the home insurance, an insured location includes vacant land. Liability is automatically extended to an insured location. Their personal liability limit is \$500,000. In addition to that, they have an excess umbrella policy with Nationwide under PA 7193857494 which provides another 1,000,000 in liability coverage.

Enclosed is a copy of their home insurance dec page, along with a specimen of the policy language defining an insured location? If you should have any questions about coverage on parcels 891402235008 and 891402235002 please give our office a call at 319-233-6103.

Sincerely,

A handwritten signature in black ink, appearing to read "Kyle Hildman", written over a circular scribble.

Kyle Hildman  
THE SINNOTT AGENCY, Inc.

**HOMEOWNERS POLICY**

**ALLIED PROP AND CAS INS CO**  
 1100 LOCUST ST  
 DES MOINES IA 50391-1100  
 (800) 282-1446

**POLICY NUMBER: HOC 0039058146-6**  
**ACCOUNT NUMBER: 7258721678**

**AGENCY THE SINNOTT AGENCY, INC.**  
**WATERLOO IA**

Policy Period  
 From: **10-26-18** To: **10-26-19**  
 12:01 A.M. Standard Time

Effective Date of Change

**CONTINUATION DECLARATIONS**

NAME INSURED AND ADDRESS

**VANDERWERF, ROD**  
**LENIUS, KATHLEEN**  
 1003 CEDAR ST  
 CEDAR FALLS, IA 50613-1305

The described residence premises covered hereunder is located at the above address, unless otherwise stated herein. (No., Street, City, State, Zip Code)

PREVIOUS POLICY NUMBER **HOC 0039058146-5**

**TO BE PAID BY NAMED INSURED**

**Not a bill. Your bill is sent separately.**

**COVERAGE AND LIMITS OF LIABILITY**

SECTION I				SECTION II	
A. DWELLING	B. OTHER STRUCTURES	C. PERSONAL PROPERTY	D. LOSS OF USE <small>ACTUAL LOSSES SUSTAINED</small>	E. PERSONAL LIABILITY	F. MEDICAL PAY EACH PERSON
<b>186,500</b>	<b>18,650</b>	<b>139,875</b>	<b>IN 12 MOS.</b>	<b>500,000</b>	<b>2,000</b>

FOR LOSSES ARISING UNDER SECTION I, WE WILL PAY ONLY THAT PART OF THE LOSS IN EXCESS OF \$2,500.

COVERAGE	DESCRIPTION	PREMIUM	COVERAGES	DESCRIPTION	PREMIUM
<b>BASIC COVERAGE</b>					
<b>HO5 01/00</b>	<b>Comprehensive Fm Gold Package</b>	<b>564.20</b>	<b>12559 11/04</b>	<b>Per Prop Repl Fungi/Bacteria</b>	
<b>12567P 11/04</b>	<b>Replacement Cost</b>	<b>9.29</b>	<b>12747 12/01</b>	<b>Back-up of Sewer</b>	<b>34.48</b>
<b>HO216 01/00</b>	<b>Prem Alarm Prot</b>	<b>9.29CR</b>	<b>12669 10/02</b>	<b>Oth Str Incr Lim</b>	<b>24.44</b>
<b>12550 01/80</b>	<b>Other Structures</b>		<b>HO48 01/00</b>	<b>Privacy Stmt</b>	
<b>12549 01/00</b>	<b>Work Comp - Iowa</b>		<b>IN0000 04/09</b>	<b>Premier Endrmsmnt</b>	
<b>HO3001A 10/14</b>	<b>Spec Provisions</b>		<b>12729 01/04</b>	<b>ELC Notice</b>	
<b>IN2271 04/03</b>	<b>Important Notice</b>		<b>GAD2006 07/10</b>		
				<b>TOTAL PREMIUM</b>	<b>623.12</b>

Additional Residence Occupied By Insured

Mortgage Loss Payee or Other Interest

Loan Number

**ALLIED PROP AND CAS INS CO**

Authorized Representative  
 7258721678 4

12501 (01-00) 04

IN WITNESS WHEREOF, the company listed in the Declarations has caused this policy to be signed by its President and Secretary, and countersigned as may be required on the Declarations page by a duly authorized representative of the company.



**President – Mark Berven**  
Nationwide Mutual Insurance Company  
Nationwide Mutual Fire Insurance Company  
Nationwide Insurance Company of America  
Nationwide Assurance Company  
AMCO Insurance Company  
Depositors Insurance Company  
Colonial County Mutual Insurance Company  
Nationwide Lloyds by Lone Star General Agency, Inc., Attorney-in-Fact



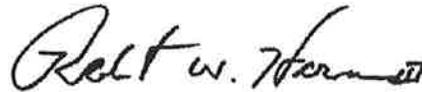
**President – Jeff Rommel**  
ALLIED Property and Casualty Insurance Company



**President – Andrew C. Dickinson**  
Nationwide Insurance Company of Florida



**President – Amy Shore**  
Nationwide Property and Casualty Insurance Company



**Secretary – Robert W. Horner, III**  
ALLIED Property and Casualty Insurance Company  
AMCO Insurance Company  
Depositors Insurance Company  
Nationwide Affinity Insurance Company of America  
Nationwide Agribusiness Insurance Company  
Nationwide Assurance Company  
Nationwide General Insurance Company  
Nationwide Insurance Company of America  
Nationwide Insurance Company of Florida  
Nationwide Mutual Fire Insurance Company  
Nationwide Mutual Insurance Company  
Nationwide Lloyds by Lone Star General Agency, Inc., Attorney-in-Fact  
Nationwide Property and Casualty Insurance Company  
Colonial County Mutual Insurance Company



**President – Brad Liggett**  
Nationwide Agribusiness Insurance Company



**President – Mark A. Pizzi**  
Nationwide General Insurance Company  
Nationwide Affinity Insurance Company of America

Nationwide, the Nationwide framemark, and On Your Side are service marks of Nationwide Mutual Insurance Company.  
© 2011 Nationwide Mutual Insurance Company.

- a. You and residents of your household who are:
- 1) Your relatives; or
  - 2) Other persons under the age of 21 and in the care of any person named above;
- b. A student enrolled in school full-time, as defined by the school, who was a resident of your household before moving out to attend school, provided the student is under the age of:
- 1) 24 and your relative; or
  - 2) 21 and in your care or the care of a person described in **a.1)** above; or
- c. Under Section II, "insured" also means:
- 1) With respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by you or any person included in **5.a.** or **5.b.** above. "Insured" does not mean a person or organization using or having custody of these animals or watercraft in the course of any "business" or without consent of the owner.
  - 2) With respect to a "motor vehicle" to which this policy applies:
    - a) Persons while engaged in your employ or that of any person included in **5.a.** or **5.b.** above; or
    - b) Other persons using the vehicle on an "insured location" with your consent.

Under both Section I and II, when the word an immediately precedes the word "insured", the words an "insured" together mean one or more "insureds".

**6. "Insured location" means:**

- a. The "residence premises";
- b. The part of other premises, other structures and grounds used by you as a residence; and

- 1) Which is shown in the Declarations; or
  - 2) Which is acquired by you during the policy period for your use as a residence;
- c. Any premises used by you in connection with a premises described in **6.a.** and **6.b.** above;
- d. Any part of a premises:
- 1) Not owned by an "insured"; and
  - 2) Where an "insured" is temporarily residing;
- e. Vacant land, other than farm land, owned by or rented to an "insured";
- f. Land owned by or rented to an "insured" on which a one, two, three or four family dwelling is being built as a residence for an "insured";
- g. Individual or family cemetery plots or burial vaults of an "insured"; or
- h. Any part of a premises occasionally rented to an "insured" for other than "business" use.
7. "Motor Vehicle" means:
- a. A self-propelled land or amphibious vehicle; or
  - b. Any trailer or semitrailer which is being carried on, towed by or hitched to a vehicle described in **a.** above.
8. Under Section II "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:
- a. "Bodily injury"; or
  - b. "Property damage".
9. Under Section II, "Property damage" means physical injury to, destruction of, or loss of use of tangible property.
10. "Residence employee" means:
- a. An employee of an "insured", or an employee leased to an "insured" by a

1. Intentionally concealed or misrepresented any material fact or circumstance;
  2. Engaged in fraudulent conduct; or
  3. Made false statements;
- relating to this insurance.

**R. Inflation Protection**

The company may increase the limits of liability for Coverages **A**, **B** and **C** at the beginning of each policy period, based upon reports of recognized appraisal agencies, reflecting changes in cost of construction. Payment of the continuation premium will constitute the insured's acceptance of the revised limit of liability as shown on the Homeowners Continuation Declarations.

**SECTION II - LIABILITY COVERAGES**

**A. COVERAGE E - Personal Liability**

If a claim is made or a suit is brought against an "insured" for damages because of "bodily injury" or "property damage" caused by an "occurrence" to which this coverage applies, we will:

1. Pay up to our limit of liability for the damages for which an "insured" is legally liable. Damages include prejudgment interest awarded against an "insured"; and
2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when the amount we pay for damages resulting from the "occurrence" has been exhausted by payment of a judgement or settlement.

**B. COVERAGE F - Medical Payments To Others**

We will pay the necessary medical expenses that are incurred or medically ascertained within three years from the date of an accident causing "bodily injury". Medical expenses

means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services. This coverage does not apply to you or regular residents of your household except "residence employees". As to others, this coverage applies only:

1. To a person on the "insured location" with the permission of an "insured"; or
2. To a person off the "insured location", if the "bodily injury":
  - a. Arises out of a condition on the "insured location" or the ways immediately adjoining;
  - b. Is caused by the activities of an "insured";
  - c. Is caused by a "residence employee" in the course of the "residence employee's" employment by an "insured"; or
  - d. Is caused by an animal owned by or in the care of an "insured".

**SECTION II - EXCLUSIONS**

**A. "Motor Vehicle Liability"**

1. Coverages **E** and **F** do not apply to any "motor vehicle liability" if, at the time and place of an "occurrence", the involved "motor vehicle":
  - a. Is registered for use on public roads or property;
  - b. Is not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be used at the place of the "occurrence"; or

- c. Is being:
  - 1) Operated in, or practicing for, any prearranged or organized race, speed contest or other competition;
  - 2) Rented to others;
  - 3) Used to carry persons or cargo for a charge; or
  - 4) Used for any "business" purpose except for a motorized golf cart while on a golfing facility.

**CITY OF CEDAR FALLS  
LEASE**

PARCEL NO. 9014-34-476-005

---

LEASE NO. PK-2018-012 COUNTY: Black Hawk

THIS LEASE, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between CITY OF CEDAR FALLS, IOWA ("Landlord"), whose address, for the purpose of this lease, is c/o Cedar Falls Recreation Center, 110 E. 13<sup>th</sup> Street, Cedar Falls, Iowa 50613, and Doug Wetlaufer ("Tenant"), whose address for the purpose of this lease is 2923 Cottage Row Road, Cedar Falls, IA 50613.

The parties agree as follows:

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

UNPLATTED CEDAR FALLS PART OF SE SE SEC 34 T 90 R 14 BEG AT PT ON S LINE SEC 34 WHICH IS 770 FT W OF SE COR SEC 34 TH W ALONG S SEC LINE WHICH IS ASSUMED TO BEAR DUE E & W 250 FT TH N AT RT ANG 205 FT TH DUE E 246.4 FT TO PT WHICH BEARS N 1 DEG W 205 FT FROM PT OF BEG TH CONT DUE E 119.39 FT TH S 13 DEG 8 MIN 28 SEC W 210.55 FT TO S LINE SEC TH W TO PT OF BEG & EASE B 522 P 550

the address of which is locally known as 9014-34-476-005 Cedar Falls, Iowa 50613 (hereinafter the "Premises"), for a term beginning on the 1st day of January, 2019, and ending on the 31st day of December, 2021, upon the condition that Tenant performs as provided in this Lease.

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

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

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

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

maintenance of the Premises. A violation of this provision shall be cause for immediate termination of the Lease.

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

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

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

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

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

**10. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.**

EVENTS OF DEFAULT

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

NOTICE OF DEFAULT

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

### REMEDIES

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

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

Return Both Copies Signed to:

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

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

**13. ADDITIONAL PROVISIONS.**

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

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

cost of Tenant, and shall become the property of Landlord upon termination of the Lease or any renewal term of the Lease.

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

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

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

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

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

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

**CITY OF CEDAR FALLS, IOWA  
LANDLORD**

By:

\_\_\_\_\_  
James Brown, Mayor

\_\_\_\_\_  
Date

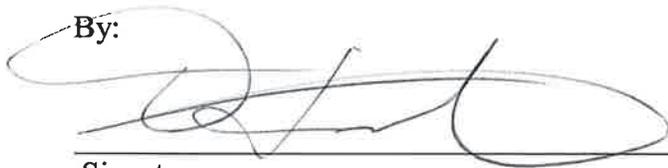
Attest:

\_\_\_\_\_  
Jacque Danielsen, CMC, City Clerk

\_\_\_\_\_  
Date

**TENANT**

By:



\_\_\_\_\_  
Signature

\_\_\_\_\_  
16 OCT 18  
Date

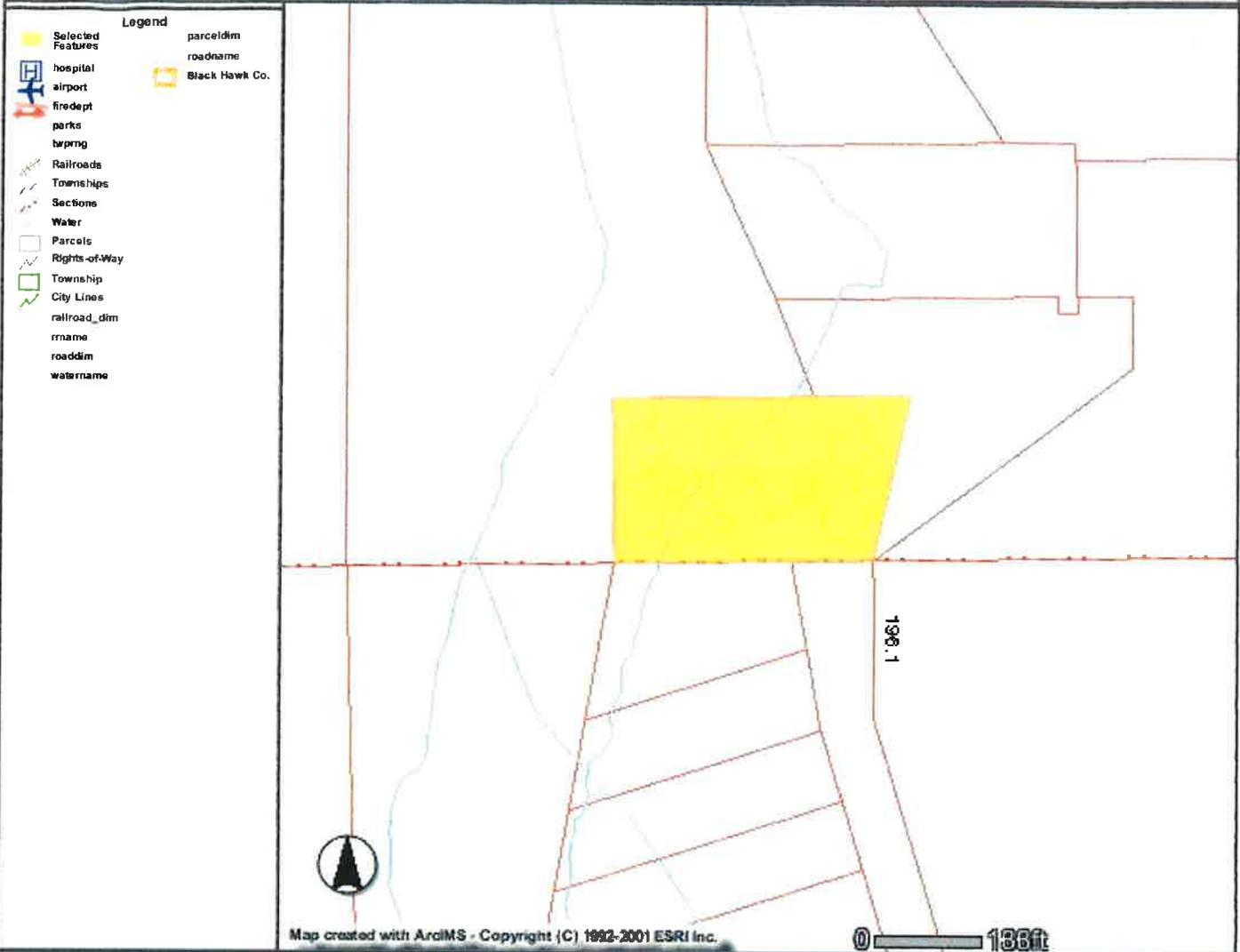
\_\_\_\_\_  
Print Name



Mr. Doug Wetlauffer  
2430 Hawthorne Dr  
Cedar Falls, IA 50613

\_\_\_\_\_  
Address

Parcel ID: 9014-34-476-005  
 Deed Holder: CITY OF CEDAR FALLS  
 Legal: UNPLATTED CEDAR FALLS PART OF SE SE SEC 34 T 90 R 14 BEG AT



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

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



Shelter Mutual Insurance Company  
 1817 W Broadway  
 Columbia, MO 65218  
 1-800-SHELTER (743-5837)



### Homeowners Insurance Policy Declarations

**Named Insured:**  
 DOUGLAS WETLAUFER  
 2430 HAWTHORNE DR  
 CEDAR FALLS IA 50613-4705

**Policy Number:** 14-71-6377574-1  
**Effective Date:** 04-18-2018 (12:00 NOON CST)  
**Expiration Date:** 04-18-2019 (12:00 NOON CST)

**Agent:** JEFF GUDENKAUF AGENCY LLC  
 14-0D876-31  
 3680 UNIVERSITY AVE  
 STE B  
 WATERLOO IA 50701  
 319-235-8090

These Declarations are part of your policy and replace all prior Declarations.

Primary Location	Description
2430 HAWTHORNE DR IN CEDAR FALLS IA 50613	2 Family Frame Dwelling

Coverages	Limits	Deductible	Endorsement Number	Premium
A. Dwelling	\$267,600	\$1,500*		\$804.00
B. Other Structures	\$26,760	\$1,500*		
C. Personal Property	\$187,320	\$1,500*		
D. Additional Living Expense	24 Months			
E. Personal Liab (BI & PD) Each Occurrence	\$500,000			\$21.00
F. Medical Payments To Others Per Person	\$1,000			
Expanded Restoration Cost Coverage			B-327.12-B	\$72.00
Drainage System Endorsement	\$10,000		B-102-B	\$50.00
The Drainage System Endorsement limit is an aggregate limit for all losses from one occurrence irrespective of the number of coverages that apply.				
Additional Res Premises Occupied by an Insured (Section II) 2923 COTTAGE ROW RD			B-389.2-B	\$14.00

\* We will take only one deductible when multiple coverages apply to losses caused by one accident.

**Total for Term (This is Not a Bill):** \$961.00

**Discounts:**

The following discounts have been applied to this policy and are reflected in the above premiums, resulting in a premium savings of \$453.00  
*Protective Device Credit; Companion Policy; No Claims Credits*

Policy forms and additional endorsements attached to this policy	Number
Homeowners Insurance Policy (Special Coverage Form 3) - Iowa	HO3 IA1
Mutual Policy Notification	S-18-S
Additional Insureds Endorsement - Designated Premises Only	B-347.5-B
Amendatory Endorsement - Additional Coverage C Perils	B-246-B

**Mortgagee**

**Loan Number: 800606802**  
FARMERS STATE BANK  
131 TOWER PARK DR  
WATERLOO IA 50701-9589

**Mortgagee**

FARMERS STATE BANK  
131 TOWER PARK DR  
WATERLOO IA 50701-9589

**Add Insured**

CITY OF CEDAR FALLS  
220 CLAY ST  
CEDAR FALLS IA 50613-2726

(For Office Use Only)

Transaction: RNEW B  
H. O. CODE: 961.00  
Policy ID: 28002853482  
Policy Term: One Year  
County: 13  
Mortgagee Pays Premium

Tier: 1000  
Protection Class: 03  
Date Issued: 03-14-2018  
'03142017'  
Zone Code: 10

B-223.14-B

**End of Declarations**

**CITY OF CEDAR FALLS  
LEASE**

PARCEL NO. 9014-25-451-012

LEASE NO. PK-2018-016 COUNTY: Black Hawk

THIS LEASE, made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between CITY OF CEDAR FALLS, IOWA ("Landlord"), whose address, for the purpose of this lease, is c/o Cedar Falls Recreation Center, 110 E. 13<sup>th</sup> Street, Cedar Falls, Iowa 50613, and Dave Luck ("Tenant"), whose address for the purpose of this lease is 322 Joanne Street, Cedar Falls, IA 50613.

The parties agree as follows:

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

LAMAR HOMESITES LOT 15

the address of which is locally known as 9014-25-451-012 Cedar Falls, Iowa 50613 (hereinafter the "Premises"), for a term beginning on the 1st day of January, 2019, and ending on the 31st day of December, 2021, upon the condition that Tenant performs as provided in this Lease.

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

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

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

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

**5. CARE AND MAINTENANCE.**

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

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

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

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

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

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

**10. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.**

EVENTS OF DEFAULT

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

NOTICE OF DEFAULT

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

## REMEDIES

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

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

Return Both Copies Signed to:

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

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

**13. ADDITIONAL PROVISIONS.**

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

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

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

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

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

**CITY OF CEDAR FALLS, IOWA  
LANDLORD**

By:

\_\_\_\_\_  
James Brown, Mayor

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Jacque Danielsen, CMC, City Clerk

\_\_\_\_\_  
Date

**TENANT**

By:

David E Luck  
Signature

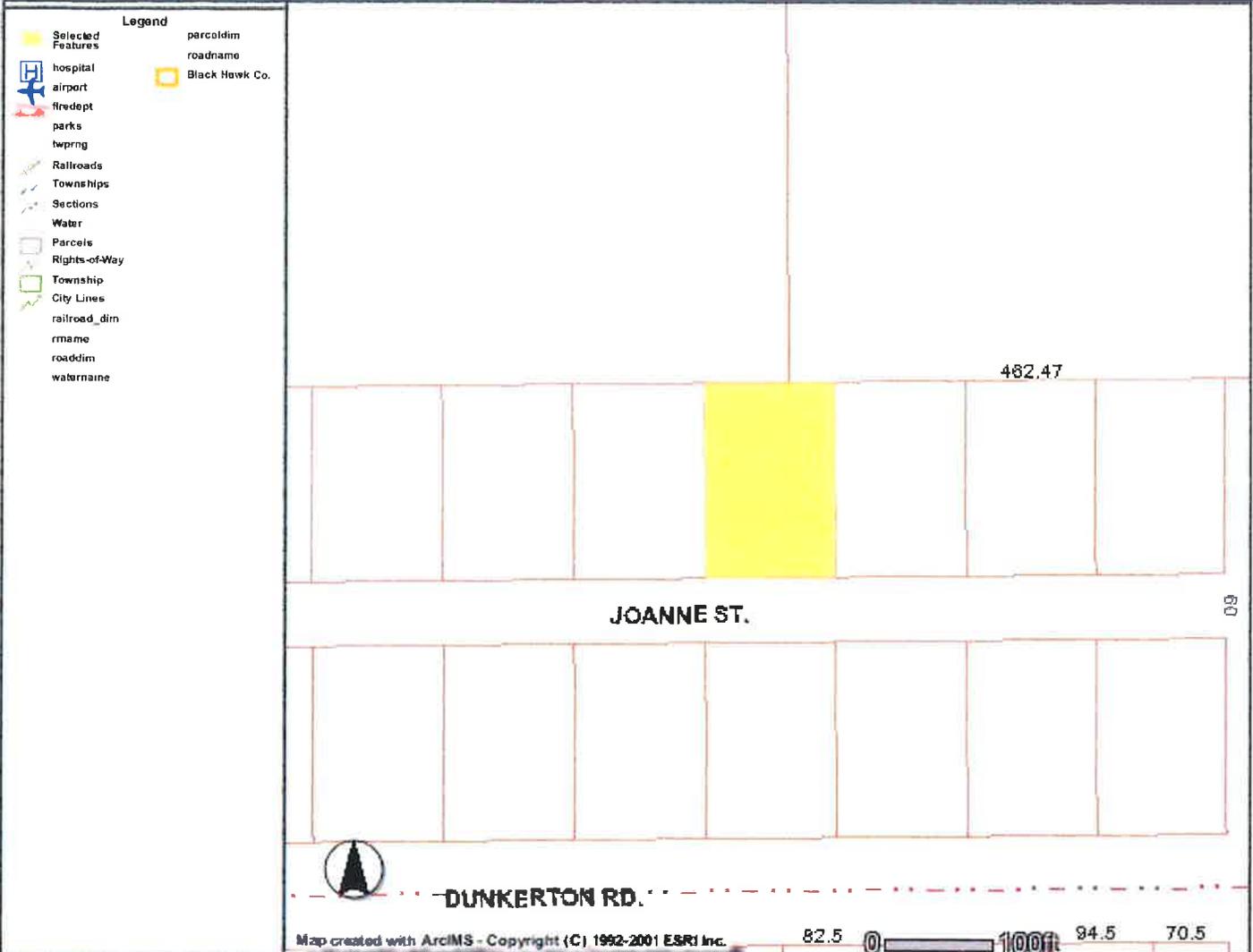
11/02/2018  
Date

David E. Luck  
Print Name

322 Joanne Street, Cedar Falls, Iowa  
Address

### Black Hawk County Parcel Map

Parcel ID:	9014-25-451-012
Deed Holder:	CITY OF CEDAR FALLS
Legal:	LAMAR HOMESITES LOT 15



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

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



**State Farm State Farm Fire and Casualty Company**



P.O. Box 82542  
Lincoln, NE 68501-2542

001146 0001 H-06- 2078-FB2E H W F

**LUCK, DAVID E & SUZANNE**  
322 JOANNE ST  
CEDAR FALLS IA 50613-1215



ST-0203-0000

Location: Same as Mailing Address

SFPP No: 1040943306

**Loss Settlement Provisions (See Policy)**  
A1 Replacement Cost - Similar Construction  
B1 Limited Replacement Cost - Coverage B

**Forms, Options, and Endorsements**

Homeowners Policy	FP-7955
Increase Dwlg up to \$35,520	OPT ID
Ordinance/Law 10%/ \$17,760	OPT OL
Amendatory Endorsement	FE-7267.2
Special Limits - Money/Jf	FE-5258
Homeowners Policy Endorsement	FE-3404
Amendment of Policy Provisions	FE-2350
Addl Insured Section I and II	FE-5267
Actual Cash Value Endorsement	FE-3650

**RENEWAL CERTIFICATE**

<b>POLICY NUMBER</b>	15-B9-5324-2
Homeowners Policy APR 30 2018 to APR 30 2019	
BILLED THROUGH SFPP	

**Coverages and Limits**

**Section I**

A Dwelling		\$177,600
Dwelling Extension	Up To	17,760
B Personal Property		133,200
C Loss of Use		Actual Loss Sustained

**Deductibles - Section I**

All Losses	500
------------	-----

**Section II**

L Personal Liability	\$300,000
Damage to Property of Others	500
M Medical Payments to Others (Each Person)	1,000

**Annual Premium** \$910.00

**Premium Reductions**

Home/Auto Discount	401.00
Claim Record Discount	287.00

Inflation Coverage Index: 239.8

Please help us update the data used to determine your premium. Contact your agent with the year each of your home's utilities (heating/cooling, plumbing, or electrical) and roof were last updated.

138-5076 f.8 10-11-2010 (e11088c)

*Thanks for letting us serve you. We appreciate our long term customers.*  
**Agent BRAD MCCONNIF**

Moving? See your State Farm agent.  
See reverse for important information.  
Prepared MAR 14 2018

N 2432 4011 1  
NP,DR,GE

Telephone (319) 266-7533

REP

**CITY OF CEDAR FALLS  
LEASE**

PARCEL NO. 8914-02-237-007 & 8914-02-237-006 & 8914-02-237-005

---

LEASE NO. PK-2018-020 COUNTY: Black Hawk

THIS LEASE, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between CITY OF CEDAR FALLS, IOWA ("Landlord"), whose address, for the purpose of this lease, is c/o Cedar Falls Recreation Center, 110 E. 13<sup>th</sup> Street, Cedar Falls, Iowa 50613, and Randy Showalter ("Tenant"), whose address for the purpose of this lease is 2001 Pine Street, Cedar Falls, IA 50613.

The parties agree as follows:

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

BRUHNS SUBDIVISION NO TWO LOT 26  
BRUHNS SUBDIVISION NO TWO LOT 25  
BRUHNS SUBDIVISION NO TWO LOT 24

the address of which is locally known as 8914-02-237-007 & 8914-02-237-006 & 8914-02-237-005 Cedar Falls, Iowa 50613 (hereinafter the "Premises"), for a term beginning on the 1st day of January, 2019, and ending on the 31st day of December, 2021, upon the condition that Tenant performs as provided in this Lease.

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

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

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

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termination of the Lease.

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

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

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

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

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NOTICE OF DEFAULT

B. Landlord shall give Tenant a written notice specifying the default and giving the

Tenant ten (10) days in which to correct the default.

### REMEDIES

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

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

Return Both Copies Signed to:

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

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

**13. ADDITIONAL PROVISIONS.**

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

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

or any renewal term of the Lease.

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

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

**CITY OF CEDAR FALLS, IOWA  
LANDLORD**

By:

\_\_\_\_\_  
James Brown, Mayor

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Jacque Danielsen, CMC, City Clerk

\_\_\_\_\_  
Date

**TENANT**

By:

  
\_\_\_\_\_  
Signature

10/29/12  
\_\_\_\_\_  
Date

Bailey Stowalter  
\_\_\_\_\_  
Print Name

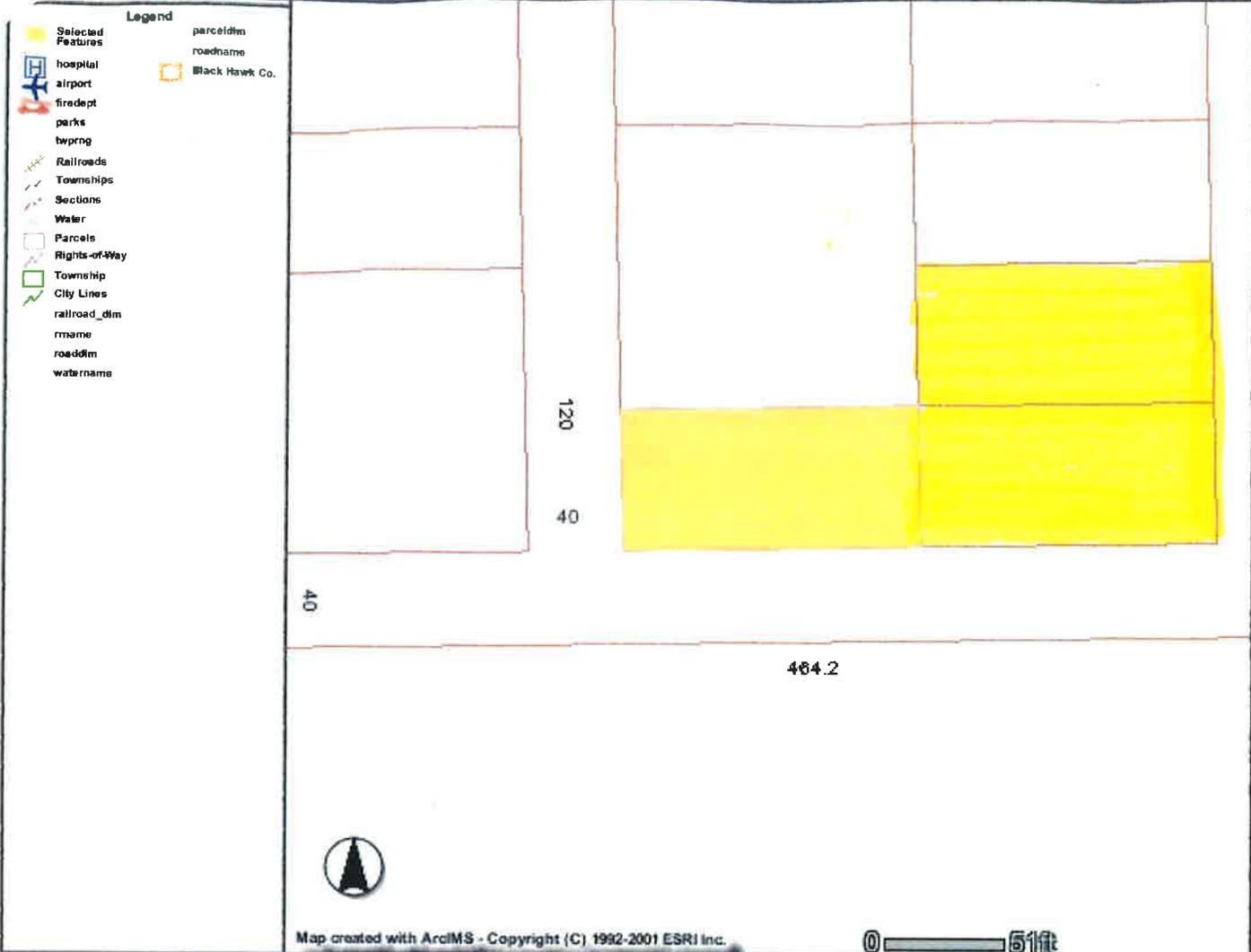
2001 Pine St  
\_\_\_\_\_  
Address

8914-02-237-007

Order:

CITY OF CEDAR FALLS

BRUHNS SUBDIVISION NO TWO LOT 26



Map created with ArcIMS - Copyright (C) 1992-2001 ESRI Inc.

0 51ft

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

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/29/2018

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

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

<b>PRODUCER</b> Gene Pint, CLU, ChFC, LUTCF 2913 Falls Avenue Waterloo, IA 50701	<b>CONTACT NAME:</b> Becky Pint <b>PHONE (A/C, No, Ext):</b> 319-234-8936 <b>E-MAIL ADDRESS:</b> becky.pint@american-national.com	<b>FAX (A/C, No):</b> 319-234-7118
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> American National Property and Casualty Co. 28401	
<b>INSURED</b> Randy Showalter 2001 Pine Street Cedar Falls, IA 50613	<b>INSURER B:</b>	<b>NAIC #</b>
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Homeowner's liability policy GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	14H06155L-9	05/18/2018	05/18/2019	EACH OCCURRENCE	\$ 500,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y / N N / A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

liability from this policy extends to Parcel Nos. 8914-02-237-005, 8914-02-237-006 and 8914-02-237-007 also known as Bruhns Subdivision No Two, Lots 24, 25, 26.

**CERTIFICATE HOLDER****CANCELLATION**

City of Cedar Falls, Iowa c/o Cedar Falls Recreation Center 110 East 13th Street Cedar Falls, IA 50613	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**DEPARTMENT OF MUNICIPAL OPERATIONS & PROGRAMS  
RECREATION & COMMUNITY PROGRAMS DIVISION**

**CITY OF CEDAR FALLS, IOWA**

110 EAST 13<sup>TH</sup> STREET  
CEDAR FALLS, IOWA 50613  
PHONE 319-273-8636  
FAX 319-268-8656  
www.cedarfalls.com

**TO:** Mayor Brown and City Council

**FROM:** Brock Goos, Recreation Program Supervisor

**DATE:** November 26, 2018

**RE:** **2019-21 UMPIRE CONTRACT**

Attached is the 2019 - 2021 Umpires Association agreement to provide ASA certified umpires for our adult softball leagues. We have contracted with this Association for many years and their services have been a benefit to our program. All of the program costs, including umpire fees, are paid by participants through registration fees.

Staff recommends City Council approval of the attached agreement.

Thank you.

Attachment

WATERLOO-CEDAR FALLS UMPIRES ASSOCIATION  
agreement with the  
CITY OF CEDAR FALLS RECREATION DIVISION  
For the 2019-2021 seasons

1. The Waterloo Cedar Falls Umpires Association (here-in-after referred to as the WCFUA) shall be recognized as the representative organization for amateur softball umpires in the Waterloo-Cedar Falls metropolitan areas.
2. WCFUA members will be assigned to umpire for the City of Cedar Falls Recreation Division (here-in-after referred to as the CFRD) games by WCFUA.
3. Anyone umpiring a regular league game or working as a substitute shall be a registered WCFUA member. In case of emergency (injury, last minute replacement, with justifiable cause) this may be waived.
4. All umpires desiring to work a regular schedule will be required to sign a written contract to this effect with the WCFUA.
5. The WCFUA shall determine by its own standards who shall become and remain WCFUA members.
6. The WCFUA will handle all disciplinary action within its own membership.
7. All WCFUA members assigned to CFRD games are required to have passed the ASA test, be a registered ASA official and will be aware of any special CFRD rules provided to the WCFUA, which govern play during CFRD games.
8. The CFRD will retain complete authority, by means of its supervisors, over any activity not associated with a game in progress.
9. WCFUA members will be required to be at the game site in time to acquire all necessary provisions and get their games started on time.
10. Supervisors are hired by the CFRD and their duties will be assigned by the CFRD. The WCFUA asks that these supervisors complete a form, which will be provided by the WCFUA, recording how many games were worked by each umpire, stating if any particular umpire was in any way below the standards required by the CFRD and the WCFUA.
11. Umpires will be paid by the WCFUA at rates determined by the WCFUA. In the event of a suspended game, his/her pay will be prorated for that game on the basis of completed innings.
12. The WCFUA will provide a list of umpires that will be assigned to work games for the CFRD. Due to an umpires' job performance the CFRD reserves the right to not have that umpire assigned to work games for CFRD.
13. Should the CFRD sponsor a tournament requiring umpires, the CFRD will honor the per-game fee included in this agreement. Other individuals or organizations sponsoring tournaments in Cedar Falls will negotiate per game fees directly with the WCFUA should they decide to use their umpires.

14. The CFRD shall pay the WCFUA the sum of *\$21.00 per umpire per game for each game scheduled during the 2019 seasons, increasing to \$21.50 per umpire per game for each game scheduled during the 2020 season and \$22.00 per game during the 2021 season.* EXCEPTION: If a single game is scheduled on a diamond, the CFRD shall pay the WCFUA the sum of **\$25.00** per umpire per game for that diamond. This fee shall be paid in installments on or before the following deadlines; *\$21.00/\$21.50/\$22.00* (see EXCEPTION) times the number of umpires scheduled for April and May, due May 1<sup>st</sup>. *\$21.00/\$21.50/\$22.00* (see EXCEPTION) times the number of umpires scheduled for June due June 1<sup>st</sup>. *\$21.00/\$21.50/\$22.00* (see EXCEPTION) times the number of umpires scheduled for July due July 1<sup>st</sup>. *\$21.00/\$21.50/\$22.00* (see EXCEPTION) times the number of umpires scheduled for August due August 1<sup>st</sup>. *\$21.00/\$21.50/\$22.00* (see EXCEPTION) times the number of umpires scheduled for Fall League due September 15<sup>th</sup>. For this fee, the WCFUA will provide an Umpire(s) for each diamond each night of the season as outlined in above sections of this contract. This fee is for administrative convenience only and in no way creates an employee/employer relationship.
16. Should the CFRD sponsor a tournament and contract to use WCFUA members, the CFRD shall pay the WCFUA per umpire per game for each game scheduled the same rates as the corresponding season.
17. By umpiring any game or part of any game under this agreement, all individual umpires acknowledge and agree that the WCFUA is solely responsible for their pay, and that neither the City of Cedar Falls nor the CFRD is responsible for any additional pay or remuneration whatsoever other than as set forth herein. WCFUA agrees to provide a copy of this agreement to all individual umpires.
18. If any questions or problems arise in regards to umpiring at anytime during the season, then representatives of the CFRD and the WCFUA should meet at the earliest time and attempt to resolve the matter.
19. Either party may terminate this contract sixty (60) days after providing written notification. If both parties agree in writing to terminate this contract before the sixty (60) day period ends they may.
20. This agreement can be extended by up to three (3) years upon the mutual agreement of both parties.

Waterloo/Cedar Falls Umpires Association

City of Cedar Falls-Recreation Division

By Richard Crawford  
President WCFUA

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

Attest:

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

\_\_\_\_\_  
Date



**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: Mayor and City Council**  
**From: Jeff Olson, Public Safety Director/Chief of Police**  
**Date: November 8, 2018**  
**Re: Organized Crime Task Force Grant**

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Attached is a grant to be shared with the Tri-County Drug Task Force. This grant provides \$1,500 to be used for overtime for Cedar Falls Officers to provide investigative time toward a particular Task Force operation.

I recommend approval of the agreement.

**ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES  
FY 2019 Agreement  
FOR THE USE OF THE STATE OR LOCAL  
OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM**

DUNS #: 169846912  
Federal Tax Identification #: 42-6004332

UFMS Doc#: \_\_\_\_\_  
DC#: \_\_\_\_\_

Amount Requested:  
\$ 1,500.00  
Number of Officers Listed: 2

OCDETF Investigation / Strategic Initiative  
Number: WC IAN 132  
Operation  
Name: Kid Kilo

From: November 13, 2018  
Beginning Date of Agreement  
To: September 30, 2019  
Ending Date of Agreement

Federal Agency Investigations:  
Number: 245C-OM-2989609

State or Local Organization  
Narcotics Supervisor: Captain Michael Hayes  
Telephone Number: (319) 268-5139  
E-mail Address: Mike.Hayes@cedarfalls.com

State or Local Organization Name:  
Cedar Falls Police Department  
Address to receive OCDETF paperwork (no PO Boxes):  
ATTN: Captain Michael Hayes  
220 Clay Street  
Cedar Falls, IA 50613

Sponsoring Federal Agency(ies):  
FBI/ATF

Sponsoring Federal Agency  
Group/Squad Supervisor: Thomas Rienwart  
Telephone Number: (319) 743-6501  
E-mail Address: rthomas@fbi.gov

**Please provide the name, telephone number, e-mail address, and fax number for the financial staff person at the State or Local Organization, who is directly responsible for the billing on the Reimbursement Request:**

Name: Lisa Roeding  
Telephone Number: (319) 273-5105  
E-mail Address: Lisa.Roeding@cedarfalls.com

This Agreement is between the above named State or Local Law Enforcement Organization and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by an authorized State or Local Organization official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Director, and the OCDETF Executive Office.

1. It is agreed that the State or Local Law Enforcement officers named on this Agreement will assist in OCDETF Investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2019.
2. No individual Agreement with a State or Local organization may exceed \$25,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF Investigation or Strategic Initiative in a single fiscal year may not exceed \$50,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Director to the OCDETF Budget Officer/Deputy Budget Officer when seeking to exceed the above stated funding levels.
3. Each Reimbursable Agreement will be allowed no more than six (6) modifications per year. In addition, if the funds for a particular Agreement are completely deobligated with the intention of closing that Agreement, it will not count as a modification for purposes of this policy. These amendments must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Director or designee for the region and sent to the OCDETF Executive Office.
4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local Organization indicates that it is no longer performing work under a particular Agreement, the State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office as soon as possible after determining that no work is being performed.
5. The State or Local Law Enforcement Organization agrees to provide experienced drug Law Enforcement officers who are identified in this Agreement to work on the specified OCDETF Investigation or Strategic Initiative. Any change in Law Enforcement officers assigned must be agreed to by all approving officials.

6. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.
7. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.
8. Any State or Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this Agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the Investigation or Strategic Initiative.
9. OCDETF and the sponsoring Federal Law Enforcement Agency(ies) for the approved OCDETF Investigation or Strategic Initiative will provide to the assigned State or Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this Agreement.
10. Officers assigned to OCDETF Investigations or Strategic Initiatives should work full-time on the Investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the "full-time" expectation, a Law Enforcement officer should work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF Investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be requested by the Regional Coordination Group and attached as Addendum A to the Agreement. [The parent State or Local Organization must pay the base salary of its officers. In the event officers must work overtime on an OCDETF Investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local Law Enforcement Organization for a limited amount of those overtime costs.] The Organization is responsible for paying its Law Enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.
11. It is the responsibility of the State or Local Organization to retain and have available for inspection sufficient supporting documentation for all regular hours and overtime hours worked towards a specific OCDETF case. Officers' timesheets must reflect work towards a specific OCDETF case and must be reviewed and signed by an authorized State or Local official.
12. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this Agreement as well as the time period covered. The Organization affected by any such modification will receive a memo notifying them of the changes.

13. Overtime payments, including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State or Local Organization is responsible for ensuring that this annual payment is not exceeded. The Executive Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.
14. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State or Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.
15. Under no circumstances will the State or Local Organization charge any indirect costs for the administration or implementation of this Agreement.
16. The State or Local Organization shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this Agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.
17. The State or Local Organization shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal Agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State or Local Law Enforcement Organizations from receiving OCDETF funding in the future.
18. The State or Local Organization will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF Agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.
19. This Agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.

20. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. All participating State and Local Organizations must complete and submit the attached EFT form. The OCDETF Executive Office must receive one EFT form from each participating organization prior to processing their reimbursement payments. In certain circumstances the OCDETF Executive Office may make exceptions for Organizations that are unable to accept this form of payment, however, such Organizations must include written justification in the addendum of each new Agreement.
21. All changes made to the original Agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant/OCDETF Program Specialist of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Director or designee must initial all funding changes.
22. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Organizations are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.
23. Restrictions: Fringe benefits (such as retirement, FICA, or other expenses) are NOT to be included in overtime payment. Auxiliary educational benefits are also NOT to be included in overtime payment. Reimbursement of overtime payment is based solely on the authorized overtime rate of each participating officer listed in the Agreement. Under no circumstances may a State or Local agency include any administrative fees for the processing of overtime. Additionally, officers are not eligible for reimbursement of compensation time earned in lieu of overtime payment. OCDETF will only reimburse an actual \$ amount paid to the officer for overtime worked, any additional benefit (including compensation time) will NOT be reimbursed.

This Agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal Agency and the State or Local Law Enforcement Organization. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF Investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the Agreement have been met.

Each Agreement must be approved and signed by a State or Local Law Enforcement Organization official who has supervisory authority over, and is authorized to assign, the participating Law Enforcement officers to the OCDETF Investigation or Strategic Initiative.

Approved By: \_\_\_\_\_  
*Authorized State or Local Official Title Date*

\_\_\_\_\_  
*Print Name*

Approved By: \_\_\_\_\_  
*Sponsoring Federal Agency Special Agent in Charge or Designee Date*

\_\_\_\_\_  
*Print Name*

Approved By: \_\_\_\_\_  
*Sponsoring Agency Regional OCDETF Coordinator Date*

Approved By: \_\_\_\_\_  
*Assistant United States Attorney Regional OCDETF Director Date*

Funds are encumbered for the State or Local Organization overtime costs and authorized expense/Strategic Initiative Programs specified above. **Subject to availability of funds.**

Funds Certified: \_\_\_\_\_  
*OCDETF Executive Office Date*

Approving Official: \_\_\_\_\_  
*OCDETF Executive Office Date*



**DEPARTMENT OF COMMUNITY DEVELOPMENT**

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

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

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

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

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** Terra Ray, Engineer Tech II  
**DATE:** November 26, 2018  
**SUBJECT:** W. 1<sup>st</sup> Street Reconstruction Project - Property Acquisitions  
 Project # RC-000-3118  
 State Project # STP-57-2(28)-2C-07

The City of Cedar Falls is working with the Iowa Department of Transportation on the reconstruction to W. 1<sup>st</sup> Street from Hudson Road to the Center/Franklin Street intersection. The project is in the final design phase, acquisitions of the necessary right of way needs are underway to meet the DOT and City's funding years for construction. The utilities and other infrastructure work will be started early next year. The road construction will take place in 2019-2020. This project includes a total reconstruction of the roadway from a four lane to a five lane facility. The project identifies the need for total acquisitions from three (3) properties and partial acquisitions from 68 properties.

Appraisals and offers are gradually being sent to the properties affected by this corridor reconstruction project. The owners of the following properties have accepted our offer.

Parcel #	Owner	Address	Acquisition Type
18	Sandra K. Neuman	1017 W. 1 <sup>st</sup> Street	Fee Permanent and Temporary Easement
9	Jody E. Syndergaard Family Trust	1215 W. 1 <sup>st</sup> Street	Fee Permanent and Temporary Easement Tenant Agreement
63	Evette Edmister	103 Catherine Street	Fee Temporary Easement
13	Jennifer Marie Riehm Donald James Riehm	1115 W. 1 <sup>st</sup> Street	Fee Permanent and Temporary Easement Tenant Agreement
72	Wolter Properties LC	1322 W. 1 <sup>st</sup> Street	Fee Temporary Easement Tenant Agreement

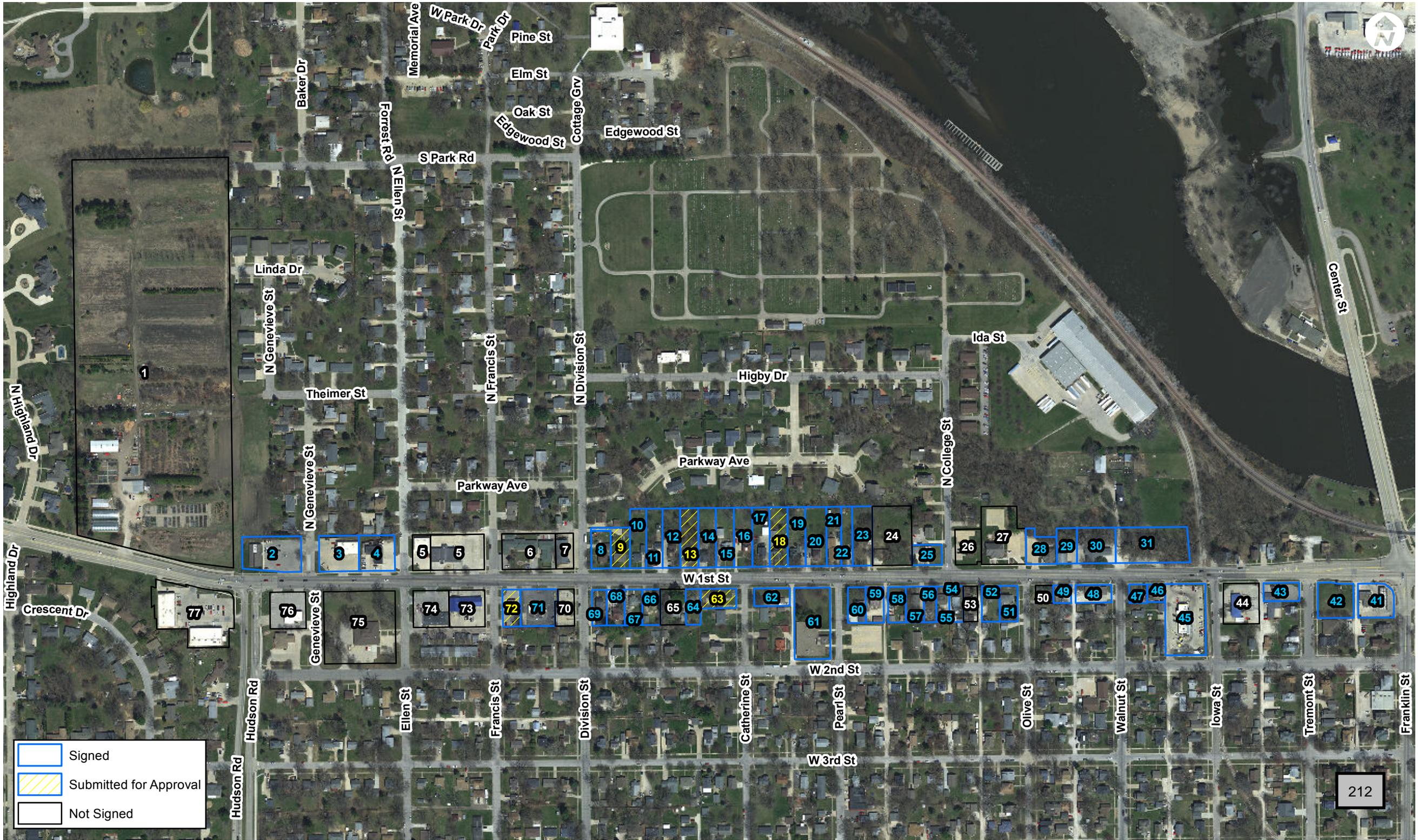
Attached is a map that identifies the location of these properties.

The City will use federal funds for the design and right of way portion of this project. Per an agreement with the DOT approved on August 7, 2017, the city will be the lead in property acquisition and design. All eligible project costs will be split 50% City and 50% DOT which includes engineering, right of way, construction and construction administration. The city signed as agreement with Snyder and Associates on September 5, 2017 for these services. Funds for this project are identified in the Cedar Falls Capital Improvements Program in FY18 and FY20 under item number 91. If approved, the City Attorney will prepare the necessary closing documents and staff will complete the acquisition process for these parcels.

Staff recommends that the City Council state their support in the form of a resolution approving the acquisitions and authorize the Mayor to execute the agreements for the W. 1<sup>st</sup> Street reconstruction project.

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

xc: Stephanie Sheetz, Director  
Jon Resler, City Engineer  
David Sturch, Planner III



### CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

PROPERTY ADDRESS: 103 Catherine St. COUNTY TAX PARCEL NO.8914-11-276-007  
PARCEL NO. 63  
PROJECT NO. STP-57-2(28)-2C-07  
PROJECT NAME: West 1<sup>st</sup> St. / IA 57 PCC Pavement Reconstruction

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between Evette S. Edmister, Seller, and the City of Cedar Falls, Iowa, Buyer.

The Seller agrees to sell and furnish to the Buyer a warranty deed, permanent utility easement and temporary easement agreements, furnished by the Buyer, and the Buyer agrees to purchase the following real estate, or interest in real estate, hereinafter referred to as the premises, described as follows: **See Attached Exhibits**

FEE Acquisition  
See attached

Temporary Easement  
See attached

and which include the following improvements of whatever type situated on the premises:

\_\_\_\_\_

1. The premises include the estates, rights, titles and interests, including easements, as are described herein. Seller consents to any change of grade of the street or highway which is adjacent to the premises, and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.
2. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises in accordance with the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. When Buyer has paid Seller the payment amount described in the following paragraph, and when Seller has executed and delivered a warranty deed/permanent easement agreement/ and/or temporary easement agreement(s) [strike inapplicable provisions], conveying title, or an interest in title, to the premises to Seller, as described in this agreement, Buyer shall then be entitled to immediate possession of the premises.
3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, or an interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 12,632.00	on possession and	<u>60 days after Buyer approval</u>
	conveyance	
\$ 12,635.00	TOTAL LUMP SUM	

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

Land by Fee Title	_____ 948 _____	sq. ft.	\$ 8,532.00
Permanent Utility Easement	_____	sq. ft.	\$ _____
Temporary Easement	_____ 1,444 _____	sq. ft.	\$ 2,080.00
Miscellaneous/Other	_____ Landscaping/Wall/Fencing _____		\$ 2,020.00
Buildings			\$ _____
Severance Damages			\$ _____

4. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
6. The Seller warrants that there are no tenants on the premises holding under lease except: UNKNOWN.
7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are: \_\_\_\_\_

8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 9 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint

tenancy has not been destroyed by operation of law or acts of the Seller.

- 11. This written agreement and the attachments together constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.
- 12. The Seller shall have five years from the date of settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

*Evette S. Edmister* 11/20/18  
 Evette S. Edmister Date

\_\_\_\_\_  
 (spouse) Date

For an acknowledgment in an individual capacity:

State of Iowa

County of Black Hawk

This record was acknowledged before me on Nov 20, 2018

by Evette S. Edmister Name(s) of individual(s)

*Terra Ray*  
 Signature of notarial officer

TERRA RAY  
 Printed name of notarial officer

01/23/21  
 My commission expires



**BUYER'S APPROVAL**

By: \_\_\_\_\_  
James P. Brown, Mayor (date)

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC (date)  
City Clerk

**MUNICIPALITIES ACKNOWLEDGMENT**

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

Prepared by: Snyder and Associates – 2727 SW Snyder Blvd. P.O. Box 1159, Ankeny, IA 50023  
Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

### OWNER'S TEMPORARY GRADING EASEMENT FOR CONSTRUCTION

This instrument is made this 20<sup>th</sup> day of November, 2018, by Evette S. Edmister, owner(s) (hereinafter referred to as GRANTOR(S)) of the following described property:

See Attached Legal Description on Temporary Easement Plat Map

WHEREAS, the owner(s) in fee simple of the real property known and described as set out above is the GRANTOR(S), and

WHEREAS, the City of Cedar Falls (hereinafter referred to as GRANTEE) proposes to grade, shape and seed improvements upon a portion of the above real property owned by the GRANTOR(S), and

WHEREAS, the GRANTOR(S) has agreed to grant to the GRANTEE, a Temporary Grading Easement for Construction for the purpose of grading, shaping and seeding, if applicable, upon a portion of the real property of the GRANTOR(S), for consideration of \$1.00 and other valuable consideration duly paid and acknowledged. It is agreed the temporary easement granted herein shall terminate upon completion of the Project and final acceptance of public improvements by the City Council.

THEREFORE, for the above consideration, the GRANTOR(S) hereby grants unto the GRANTEE the Easement and rights described below:

See Attached Temporary Grading Easement for Construction Exhibit,

which Easement and rights shall be binding upon the GRANTOR(S).

GRANTEE agrees to restore the easement area in a timely manner including, but not limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, upon completion of the construction or repairs.

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

*Evette S. Edmister* 11/20/18 \_\_\_\_\_  
Evette S. Edmister Date (spouse) Date  
*Edmister*

For an acknowledgment in an individual capacity:

State of Iowa

County of Black Hawk

This record was acknowledged before me on November 20, 2018  
by Evette S. Edmister, owner Name(s) of individual(s)

*Marcie Breitbach*

Signature of notarial officer

Marcie Breitbach  
Printed name of notarial officer

April 28, 2019  
My commission expires



ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF CEDAR FALLS, IOWA

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

ATTEST

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

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

This instrument was acknowledged before me on \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

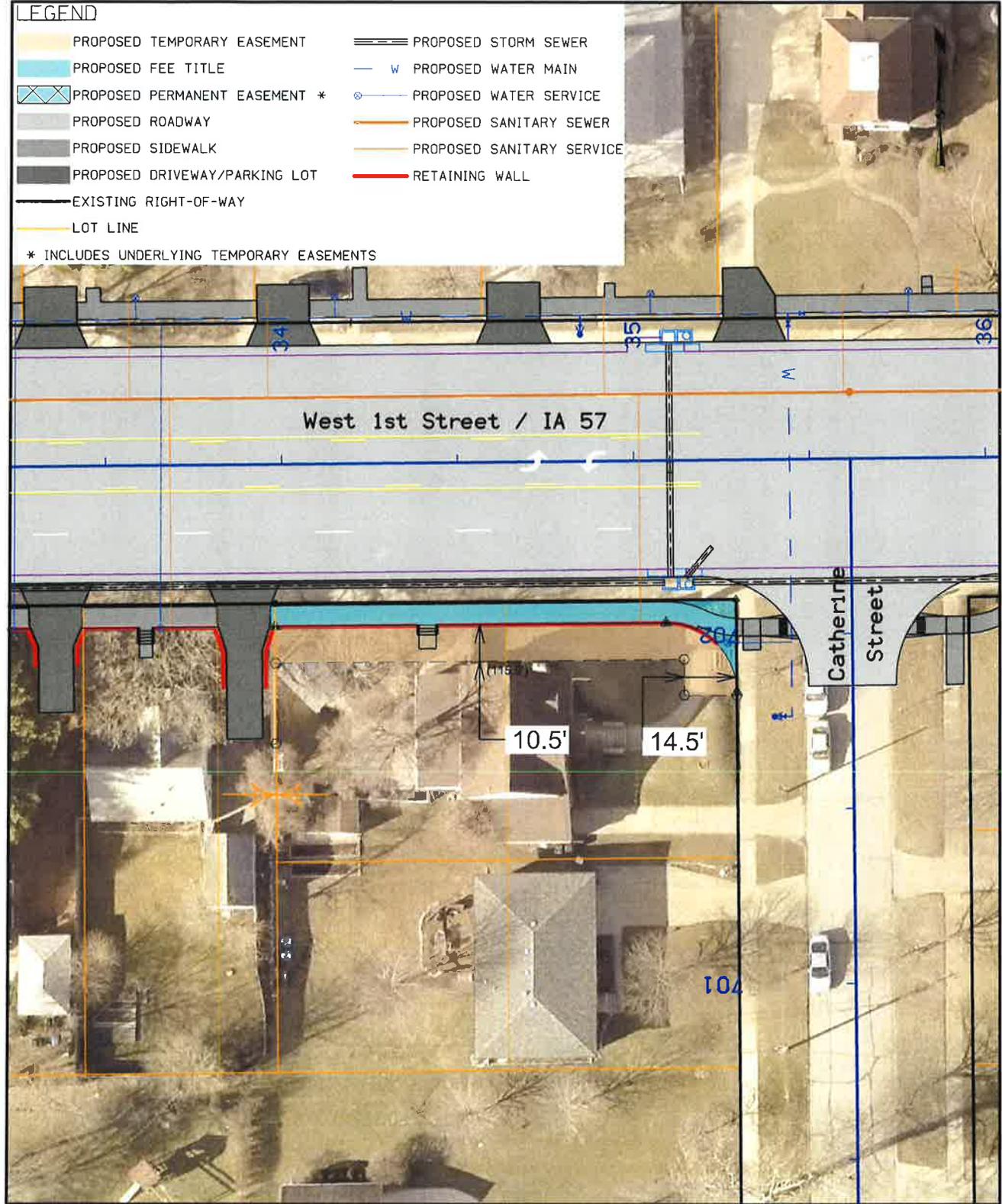
My Commission Expires:

\_\_\_\_\_

**LEGEND**

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- PROPOSED PERMANENT EASEMENT \*
- PROPOSED ROADWAY
- PROPOSED SIDEWALK
- PROPOSED DRIVEWAY/PARKING LOT
- EXISTING RIGHT-OF-WAY
- LOT LINE
- PROPOSED STORM SEWER
- W PROPOSED WATER MAIN
- PROPOSED WATER SERVICE
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY SERVICE
- RETAINING WALL

\* INCLUDES UNDERLYING TEMPORARY EASEMENTS



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION  
 PARCEL 63 - EVETTE S. EDMISTER

SCALE:  
 1" = 40'

DATE:  
 02/08/2018

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



#PLTDRVL \$  
 #PCNTBL \$  
 #SHEETNAME \$

**CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT**

PROPERTY ADDRESS: 1322 W. 1<sup>st</sup> St. COUNTY TAX PARCEL NO.8914-11-254-001  
PARCEL NO. 72  
PROJECT NO. STP-57-2(28)-2C-07  
PROJECT NAME: West 1<sup>st</sup> St. / IA 57 PCC Pavement Reconstruction

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between Wolter Properties, LC, Seller, and the City of Cedar Falls, Iowa, Buyer.

The Seller agrees to sell and furnish to the Buyer a warranty deed, permanent utility easement and temporary easement agreements, furnished by the Buyer, and the Buyer agrees to purchase the following real estate, or interest in real estate, hereinafter referred to as the premises, described as follows: **See Attached Exhibits**

FEE Acquisition  
See attached

Temporary Easement  
See attached

and which include the following improvements of whatever type situated on the premises:

- \_\_\_\_\_
1. The premises include the estates, rights, titles and interests, including easements, as are described herein. Seller consents to any change of grade of the street or highway which is adjacent to the premises, and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.
  2. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises in accordance with the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. When Buyer has paid Seller the payment amount described in the following paragraph, and when Seller has executed and delivered a warranty deed/permanent easement agreement/ and/or temporary easement agreement(s) [strike inapplicable provisions], conveying title, or an interest in title, to the premises to Seller, as described in this agreement, Buyer shall then be entitled to immediate possession of the premises.

3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, or an interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>42,764.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>42,500.00</u>	TOTAL LUMP SUM	

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

Land by Fee Title	<u>700</u> sq. ft.	\$ <u>7,742.00</u>
Permanent Utility Easement	_____ sq. ft.	\$ _____
Temporary Easement	<u>2,160</u> sq. ft.	\$ <u>3,822.00</u>
Miscellaneous/Other	<u>Loss of 2 Parking Spots</u>	\$ <u>30,000.00</u>
	<u>Loss of Asphalt</u>	\$ <u>1,200.00</u>
Severance Damages		\$ _____

4. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
6. The Seller warrants that there are no tenants on the premises holding under lease except:  
UNKNOWN.
7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are: \_\_\_\_\_

8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 7 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
11. This written agreement and the attachments together constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.
12. The Seller shall have five years from the date of settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

**MNN Enterprises, Inc.**

	<u>D. J. Wolter</u>	<u>10/28/2018</u>
Name/Title	Name/Title	Date

For an acknowledgment in a representative capacity:

State of Minnesota county of Ramsey

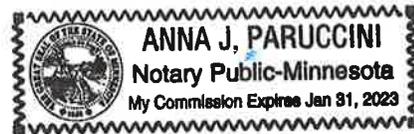
This record was acknowledged before me on 10/28/18, 2018

by Daniel J. Wolter Name(s) of individual(s)

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

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

Anna J. Paruccini  
Signature of notarial officer

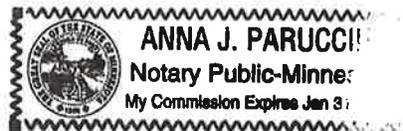


Anna J. Paruccini

Printed name of notarial officer

1/31/23

My commission expires



BUYER'S APPROVAL

By: \_\_\_\_\_  
James P. Brown, Mayor (date)

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC (date)  
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

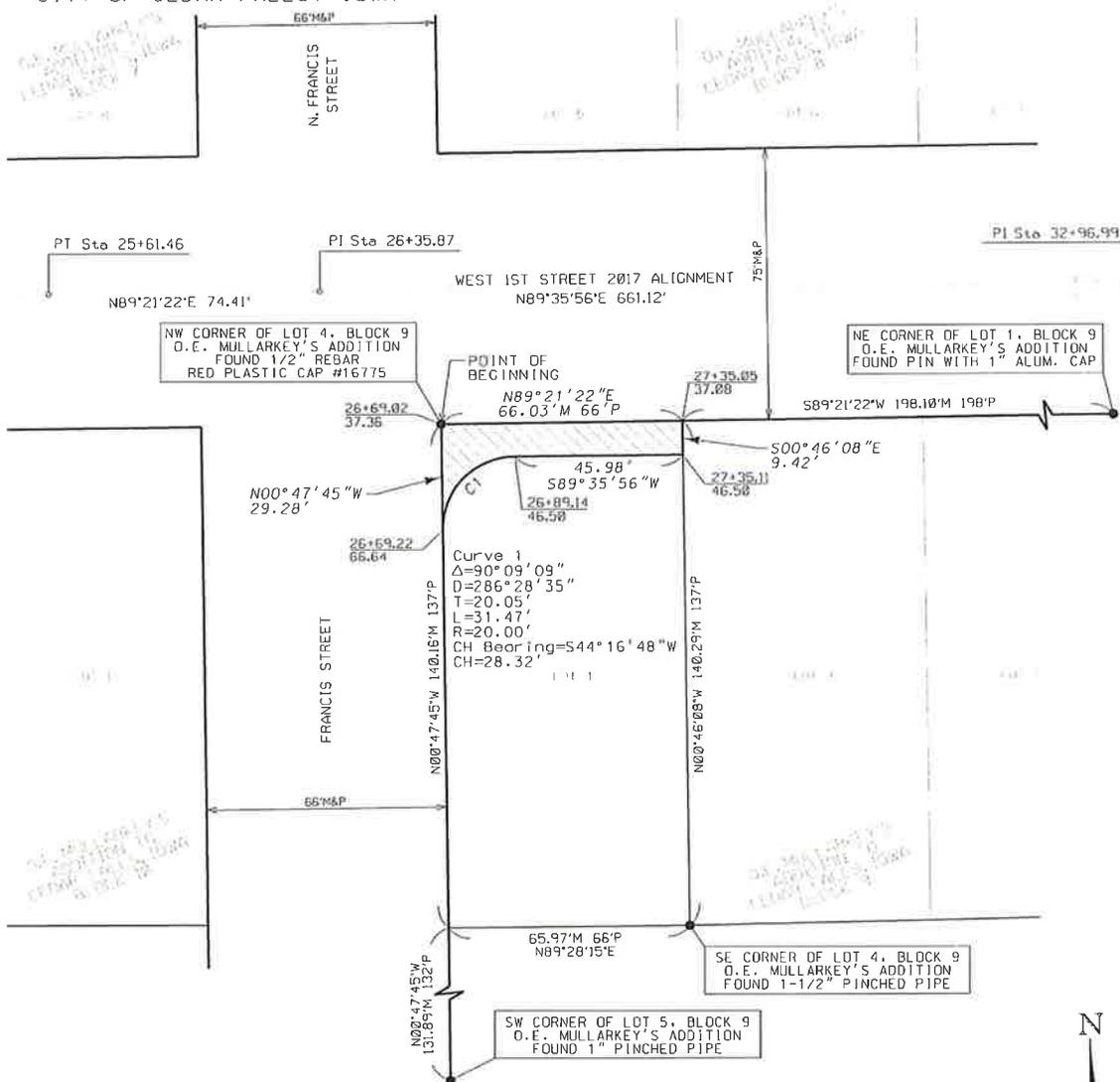
This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

**IOWA DEPARTMENT OF TRANSPORTATION  
ACQUISITION PLAT  
EXHIBIT "A"**

COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
 PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 72  
 SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST  
 ROW-FEE 700 S.F. AC, EASE \_\_\_\_\_ AC EXCESS-FEE \_\_\_\_\_ AC  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE  
 ACQUIRED FROM WOLTER PROPERTIES, L.C.

CITY OF CEDAR FALLS, IOWA



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

*Terry Coady* 2-10-2018  
 \_\_\_\_\_ DATE:  
 Terry Coady  
 License number 18643  
 My License Renewal Date is December 31, 2019  
 Pages covered by this seal: \_\_\_\_\_  
EXHIBIT "A" ONLY

- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- FOUND 1/2" ALUM. CAP (UNLESS OTHERWISE NOTED)



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

DATE DRAWN JANUARY 29, 2018

SCALE 1" = 40'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 72

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 4 OF, BLOCK 9, 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 4, BLOCK 9, O.E. MULLARKEY'S ADDITION TO CEDAR FALLS, IOWA; THENCE NORTH 89°21'22" EAST ALONG THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 66.03 FEET TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE SOUTH 00°46'08" EAST ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE OF 9.42 FEET; THENCE SOUTH 89°35'56" WEST, 45.98 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 20.00 FEET, WHOSE ARC LENGTH IS 31.47 FEET AND WHOSE CHORD BEARS SOUTH 44°16'48" WEST, 28.32 FEET TO THE WEST LINE OF SAID LOT 4; THENCE NORTH 00°47'45" WEST ALONG SAID WEST LINE, 29.28 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 AC. (700 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

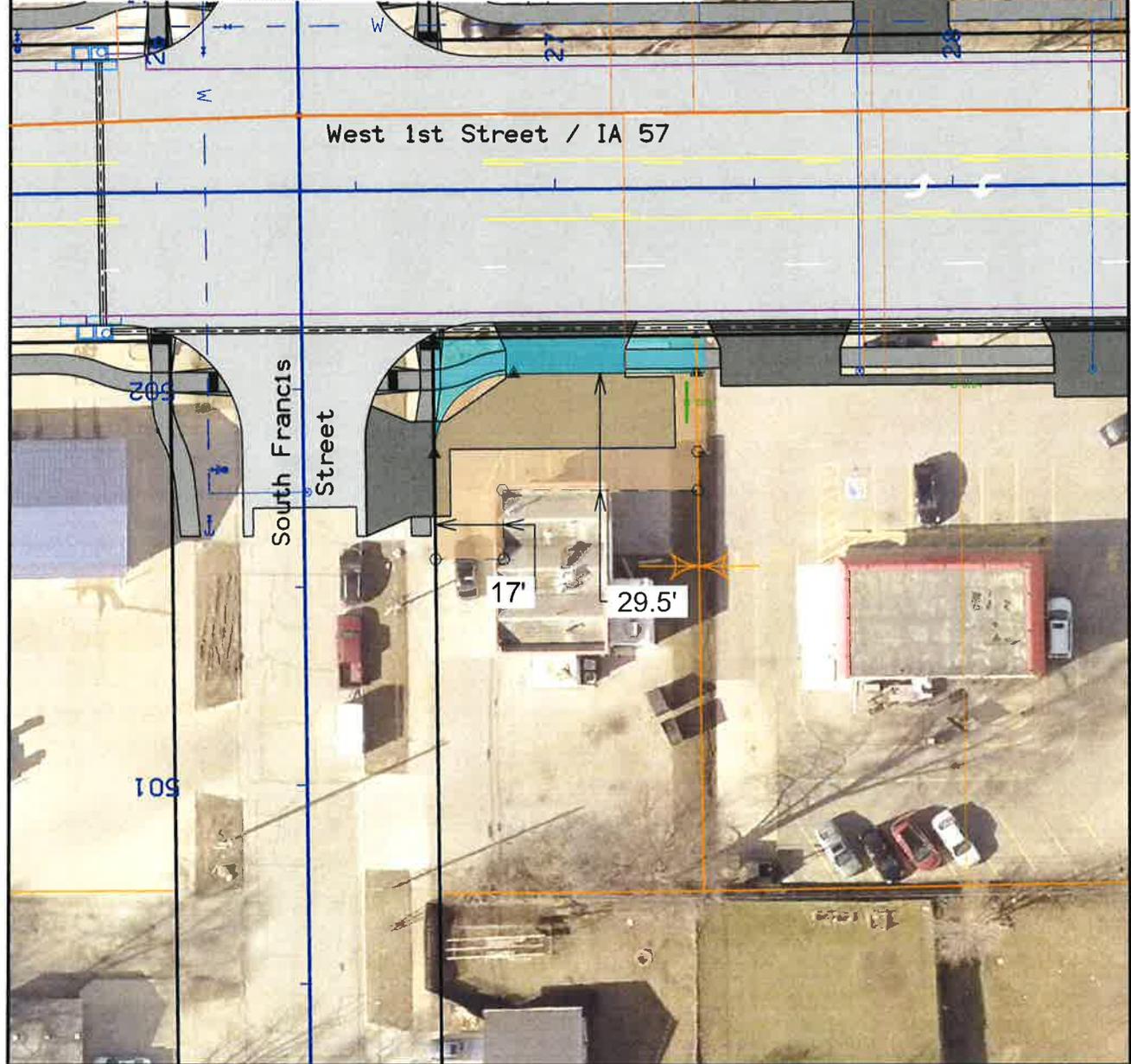
NOTE:

THE NORTH LINE OF BLOCK 9 OF O. E. MULLARKEY'S ADDITION TO CEDAR FALLS, IOWA ASSUMED TO BEAR NORTH 89°21'22" EAST.

**LEGEND**

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- PROPOSED PERMANENT EASEMENT \*
- PROPOSED ROADWAY
- PROPOSED SIDEWALK
- PROPOSED DRIVEWAY/PARKING LOT
- EXISTING RIGHT-OF-WAY
- LOT LINE
- PROPOSED STORM SEWER
- W PROPOSED WATER MAIN
- PROPOSED WATER SERVICE
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY SERVICE
- RETAINING WALL

\* INCLUDES UNDERLYING TEMPORARY EASEMENTS



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION  
 PARCEL 72 - WOLTER PROPERTIES, LC

SCALE:  
 1"= 40'

DATE:  
 02/08/2018

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



#PLTDRVL  
 #PENTBL  
 #SHEETNAME

Prepared by: Snyder and Associates – 2727 SW Snyder Blvd. P.O. Box 1159, Ankeny, IA 50023  
Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

### OWNER'S TEMPORARY GRADING EASEMENT FOR CONSTRUCTION

This instrument is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Wolter Properties, L.C., owner(s) (hereinafter referred to as GRANTOR(S)) of the following described property:

See Attached Exhibit

WHEREAS, the owner(s) in fee simple of the real property known and described as set out above is the GRANTOR(S), and

WHEREAS, the City of Cedar Falls (hereinafter referred to as GRANTEE) proposes to grade, shape and seed improvements upon a portion of the above real property owned by the GRANTOR(S), and

WHEREAS, the GRANTOR(S) has agreed to grant to the GRANTEE, a Temporary Grading Easement for Construction for the purpose of grading, shaping and seeding, if applicable, upon a portion of the real property of the GRANTOR(S), for consideration of \$1.00 and other valuable consideration duly paid and acknowledged. It is agreed the temporary easement granted herein shall terminate upon completion of the Project and final acceptance of public improvements by the City Council.

THEREFORE, for the above consideration, the GRANTOR(S) hereby grants unto the GRANTEE the Easement and rights described below:

See Attached Temporary Grading Easement for Construction Exhibit,

which Easement and rights shall be binding upon the GRANTOR(S).

GRANTEE agrees to restore the easement area in a timely manner including, but not limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, upon completion of the construction or repairs.

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

Wolter Properties, L.C.

<u>D. J. Wolter</u>	<u>10/28/2018</u>		
Name/Title	Date	Name/Title	Date

For an acknowledgment in a representative capacity:

State of Minnesota county of Ramsey

This record was acknowledged before me on 10/28, 2018  
 by Daniel J. Wolter Name(s) of individual(s)  
 as Manager (type of authority, such as officer or trustee)  
 of \_\_\_\_\_  
 (name of party on behalf of whom record was executed).

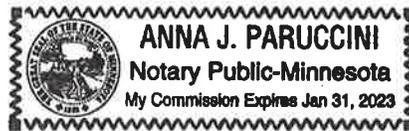
Anna J. Paruccini

Signature of notarial officer

Anna J. Paruccini

Printed name of notarial officer

1/31/23  
 My commission expires



ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF CEDAR FALLS, IOWA

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

ATTEST

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

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

This instrument was acknowledged before me on \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_



DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 72

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 4 OF, BLOCK 9, 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 4, BLOCK 9, O.E. MULLARKEY'S ADDITION TO CEDAR FALLS, IOWA; THENCE NORTH 89°21'22" EAST ALONG THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 66.03 FEET TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE SOUTH 00°46'08" EAST ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE OF 9.42 FEET; THENCE SOUTH 89°35'56" WEST, 45.98 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 20.00 FEET, WHOSE ARC LENGTH IS 31.47 FEET AND WHOSE CHORD BEARS SOUTH 44°16'48" WEST, 28.32 FEET TO THE WEST LINE OF SAID LOT 4; THENCE NORTH 00°47'45" WEST ALONG SAID WEST LINE, 29.28 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 AC. (700 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

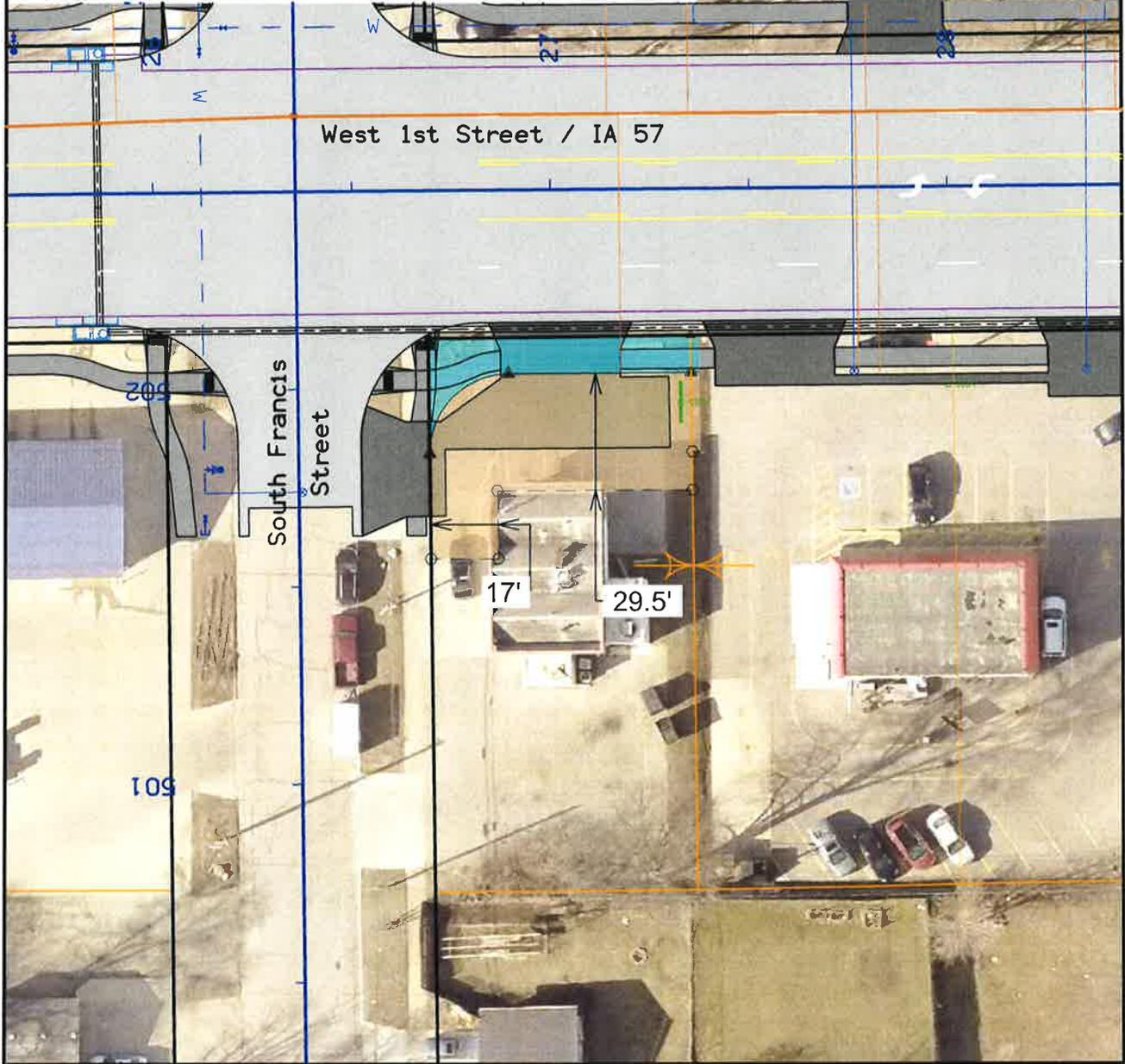
NOTE:

THE NORTH LINE OF BLOCK 9 OF O. E. MULLARKEY'S ADDITION TO CEDAR FALLS, IOWA ASSUMED TO BEAR NORTH 89°21'22" EAST.

**LEGEND**

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- PROPOSED PERMANENT EASEMENT \*
- PROPOSED ROADWAY
- PROPOSED SIDEWALK
- PROPOSED DRIVEWAY/PARKING LOT
- EXISTING RIGHT-OF-WAY
- LOT LINE
- PROPOSED STORM SEWER
- W PROPOSED WATER MAIN
- PROPOSED WATER SERVICE
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY SERVICE
- RETAINING WALL

\* INCLUDES UNDERLYING TEMPORARY EASEMENTS



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION  
 PARCEL 72 - WOLTER PROPERTIES, LC

SCALE:  
 1" = 40'

DATE:  
 02/08/2018

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



**CITY OF CEDAR FALLS  
TENANT PURCHASE AGREEMENT**

**Property Address:** 1322 W. 1<sup>st</sup> St.      **County Tax Parcel No:** 8914-11-254-001  
**Parcel Number 72      Project Name:** West 1<sup>st</sup> Street Cedar Falls IA 57 Reconstruction Project  
**Project Number** STP-57-2(28)--2c-07

**THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between PJ IOWA, L.C., doing business as Papa Johns, Seller and the City of Cedar Falls, Iowa, Buyer.**

1. Buyer agrees to buy and Seller hereby conveys Seller's leasehold interest in the following real estate, hereinafter referred to as the premises:

See Attached Legal Description of Acquisition Area  
See Attached Acquisition Plat  
See Attached Temporary Easement Area(s)

and more particularly described on page(s) 4-6, and all improvements of whatever type situated on the premises.

2. The Premises also includes all of the Seller's estates, rights, title and interests in any leaseholds, including easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.

Seller is tenant on the property of the following owner: Wolter Properties, L.C.

3. In consideration of Seller's conveyance of Seller's leasehold interest in the premises to Buyer, Buyer agrees to pay to Seller the sum of One Hundred Dollars (\$100.00). Seller agrees to surrender physical possession of the premises effective upon commencement of construction activity. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto.
4. Seller grants to the City a Fee Acquisition, Permanent and Temporary Easement as shown on the attached acquisition plat/temporary and permanent easement area plat. Any Temporary Construction Easement shall terminate upon completion of the project.
5. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the premises per the terms of this agreement. Seller grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data.
6. This agreement shall apply to and bind the legal successors in interest of the Seller.
7. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by the Buyer.
8. This written agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

9. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

None Known

10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

**PJIOWA, L.C.**

Thomas Donaldson 11-15-2018  
Tom Donaldson Date

Thomas Donaldson  
Name Date

For an acknowledgment in a representative capacity:

State of Iowa

County of Pocahontas

This record was acknowledged before me on NOVEMBER  
15<sup>th</sup>, 2018 (Date) by THOMAS V.  
DONALDSON

Name(s) of individual(s) as OPERATING PARTNER  
(type of authority, such as officer or trustee)

of PJIOWA, L.C.  
(name of party on behalf of whom record was executed).

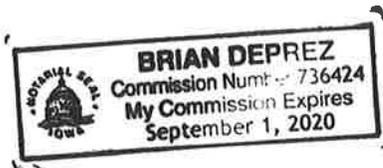
[Signature]  
Signature of notarial officer

BRIAN DEPRez

Printed name of notarial officer

9-1-2020

My commission expires



BUYER'S APPROVAL

By: \_\_\_\_\_  
James P. Brown, Mayor (date)

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC (date)  
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

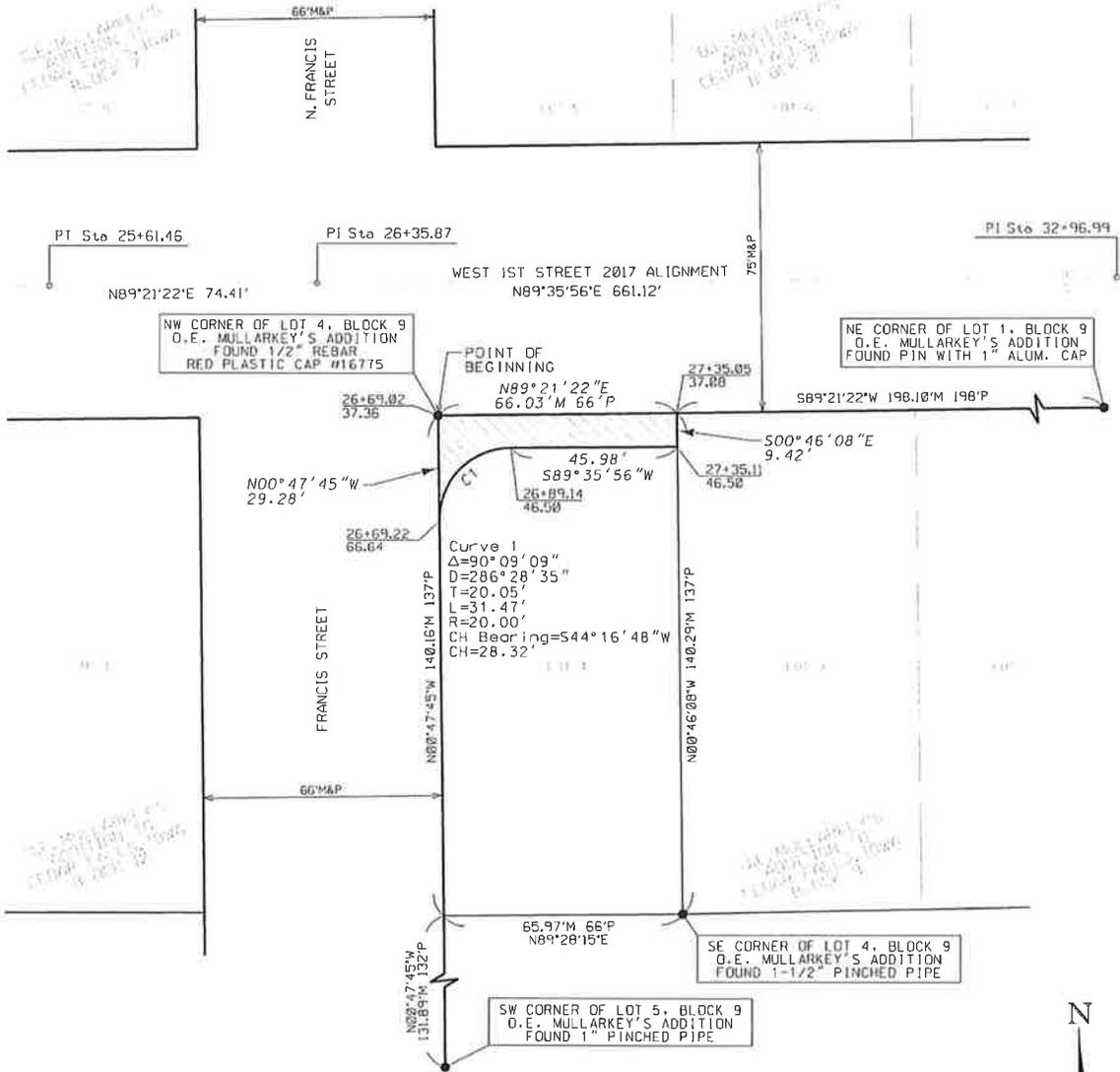
\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_

**IOWA DEPARTMENT OF TRANSPORTATION  
ACQUISITION PLAT  
EXHIBIT "A"**

COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
 PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 72  
 SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST  
 ROW-FEE 700 S.F. AC, EASE \_\_\_\_\_ AC EXCESS-FEE \_\_\_\_\_ AC  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE  
 ACQUIRED FROM WOLTER PROPERTIES, L.C.

CITY OF CEDAR FALLS, IOWA





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

*Terry Coady*      2-10-2018  
 TERRY COADY      DATE:  
 License number 18643  
 My License Renewal Date is December 31, 2019  
 Pages covered by this seal: \_\_\_\_\_  
EXHIBIT "A" ONLY



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



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

DATE DRAWN JANUARY 29, 2018

SCALE 1" = 40'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 72

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 4 OF, BLOCK 9, 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 4, BLOCK 9, O.E. MULLARKEY'S ADDITION TO CEDAR FALLS, IOWA; THENCE NORTH 89°21'22" EAST ALONG THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 66.03 FEET TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE SOUTH 00°46'08" EAST ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE OF 9.42 FEET; THENCE SOUTH 89°35'56" WEST, 45.98 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 20.00 FEET, WHOSE ARC LENGTH IS 31.47 FEET AND WHOSE CHORD BEARS SOUTH 44°16'48" WEST, 28.32 FEET TO THE WEST LINE OF SAID LOT 4; THENCE NORTH 00°47'45" WEST ALONG SAID WEST LINE, 29.28 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 AC. (700 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

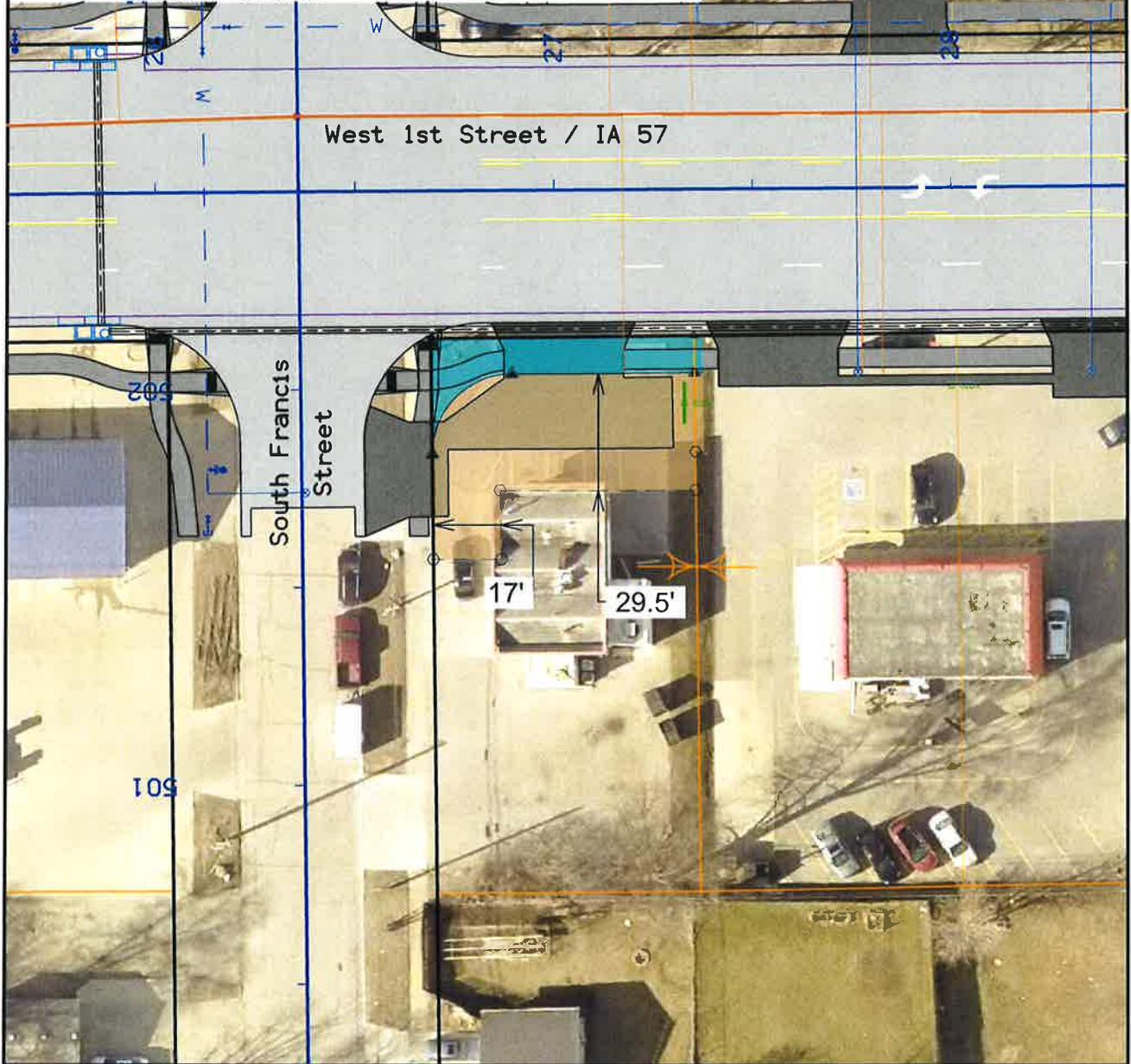
NOTE:

THE NORTH LINE OF BLOCK 9 OF O. E. MULLARKEY'S ADDITION TO CEDAR FALLS, IOWA ASSUMED TO BEAR NORTH 89°21'22" EAST.

**LEGEND**

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- PROPOSED PERMANENT EASEMENT \*
- PROPOSED ROADWAY
- PROPOSED SIDEWALK
- PROPOSED DRIVEWAY/PARKING LOT
- EXISTING RIGHT-OF-WAY
- LOT LINE
- PROPOSED STORM SEWER
- W PROPOSED WATER MAIN
- PROPOSED WATER SERVICE
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY SERVICE
- RETAINING WALL

\* INCLUDES UNDERLYING TEMPORARY EASEMENTS



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION  
 PARCEL 72 - WOLTER PROPERTIES, LC

SCALE:  
 1" = 40'

DATE:  
 02/08/2018

PROJECT #:  
 STP-57-2(28) 26-07



#PI TORVLL &  
 #PENTBL &  
 #SHEETNAME

**CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT**

PROPERTY ADDRESS: 1115 W. 1<sup>st</sup> St. COUNTY TAX PARCEL NO.8914-11-228-026  
PARCEL NO. 13  
PROJECT NO. STP-57-2(28)-2C-07  
PROJECT NAME: West 1<sup>st</sup> St. / IA 57 PCC Pavement Reconstruction

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between Donald James and Jennifer Marie Riehm, Seller, and the City of Cedar Falls, Iowa, Buyer.

The Seller agrees to sell and furnish to the Buyer a warranty deed, permanent utility easement and temporary easement agreements, furnished by the Buyer, and the Buyer agrees to purchase the following real estate, or interest in real estate, hereinafter referred to as the premises, described as follows: **See Attached Exhibits**

FEE Acquisition  
See attached

Permanent Utility Easement  
See attached

Temporary Easement  
See attached

and which include the following improvements of whatever type situated on the premises:

\_\_\_\_\_.

1. The premises include the estates, rights, titles and interests, including easements, as are described herein. Seller consents to any change of grade of the street or highway which is adjacent to the premises, and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.
2. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises in accordance with the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. When Buyer has paid Seller the payment amount described in the following paragraph, and when Seller has executed and delivered a warranty deed/permanent easement agreement/ and/or temporary easement agreement(s) [strike inapplicable provisions], conveying title, or an interest in title, to the premises to Seller, as described in this agreement, Buyer shall then be entitled to immediate possession of the premises.

3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, or an interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>8,573.52</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>8,575.00</u>	TOTAL LUMP SUM	

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

Land by Fee Title	<u>485</u>	sq. ft.	\$ <u>4,365.00</u>
Permanent Utility Easement	<u>658</u>	sq. ft.	\$ <u>2,961.00</u>
Temporary Easement	<u>658</u>	sq. ft.	\$ <u>947.52</u>
Miscellaneous/Other	<u>Bushes</u>		\$ <u>300.00</u>
Buildings			\$ _____
Severance Damages			\$ _____

4. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
6. The Seller warrants that there are no tenants on the premises holding under lease except:  
UNKNOWN.
7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are: \_\_\_\_\_

8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 9 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the

Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
11. This written agreement and the attachments together constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.
12. The Seller shall have five years from the date of settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Donald James Riehm 11-9-18  
Donald James Riehm Date

Jennifer Marie Riehm 11/9/18  
Jennifer Marie Riehm Date

For an acknowledgment in an individual capacity:

State of Kansas  
County of Johnson

This record was acknowledged before me on November 9, 2018  
by Donald James Riehm & Jennifer Marie Riehm Name(s) of individual(s)

[Signature]  
Signature of notarial officer

STUART EHLERS  
Printed name of notarial officer  
6-2-2021  
My commission expires



BUYER'S APPROVAL

By: \_\_\_\_\_  
James P. Brown, Mayor (date)

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC (date)  
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

IOWA DEPARTMENT OF TRANSPORTATION  
ACQUISITION PLAT  
EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 13  
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST  
ROW-FEE 485 S.F.  EASE \_\_\_\_\_ AC EXCESS-FEE \_\_\_\_\_ AC  
ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE  
ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE  
ACQUIRED FROM DONALD JAMES AND JENNIFER MARIE RJEHM

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.
	<i>Terry Coady</i> <u>8-1-2018</u> _____ DATE:
	License number <u>18643</u>
	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 AUGUST 1, 2018  
DATE DRAWN JANUARY 29, 2018

SCALE 1" = 60'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 13

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 3 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH 89°24'13" EAST ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 65.77 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID LOT 3 AND TO THE POINT OF BEGINNING; THENCE NORTH 00°18'26" WEST ALONG THE WEST LINE OF SAID EAST 1/2 OF LOT 3, A DISTANCE OF 7.34 FEET; THENCE NORTH 89°22'23" EAST, 65.84 FEET TO THE EAST LINE OF SAID LOT 3; THENCE SOUTH 00°13'52" EAST ALONG SAID EAST LINE, 7.38 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE SOUTH 89°24'13" WEST ALONG SAID SOUTH LINE OF LOT 3 A DISTANCE OF, 65.83 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (485 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

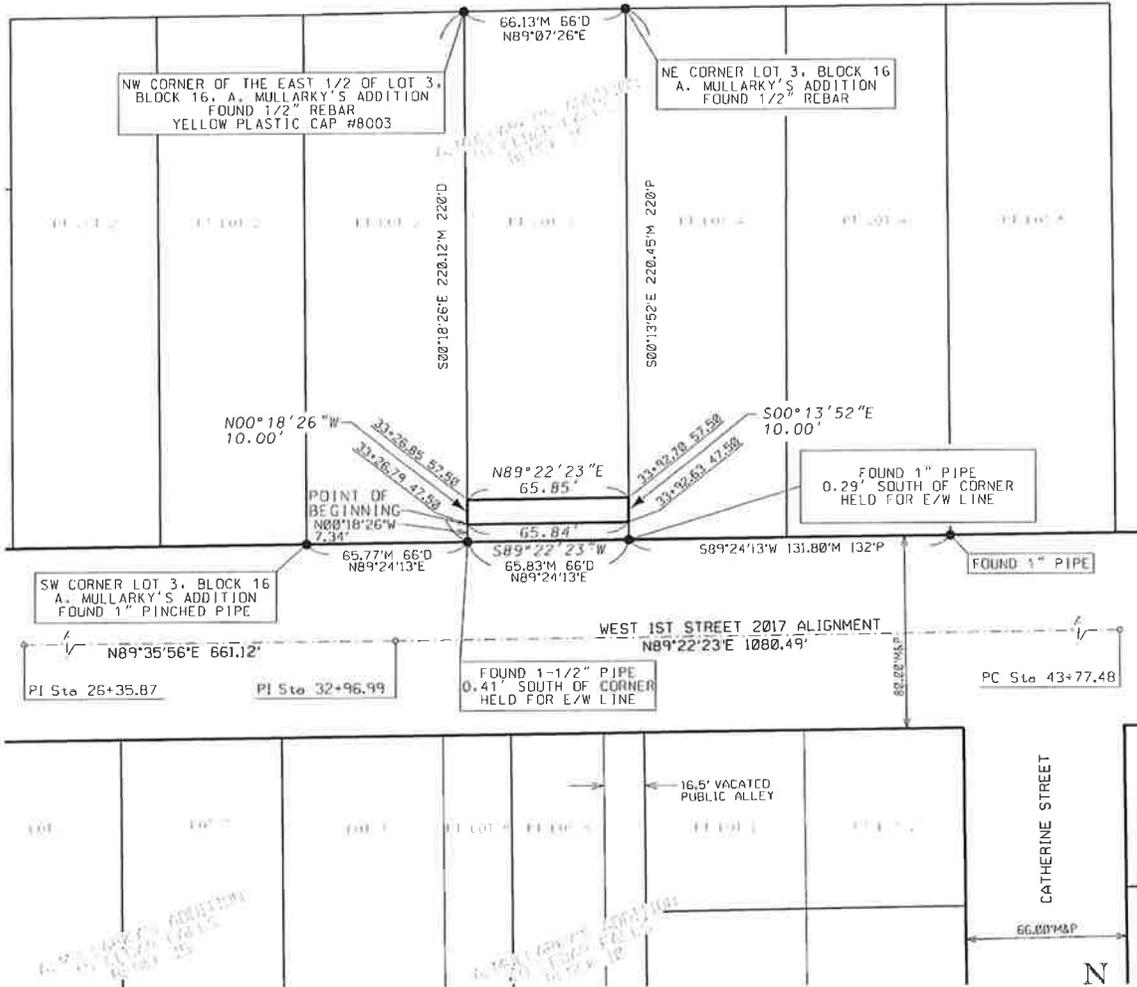
NOTE:

THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

IOWA DEPARTMENT OF TRANSPORTATION  
ACQUISITION PLAT  
EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 13  
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST  
ROW-FEE \_\_\_\_\_ AC, EASE 658 S.F.  EXCESS-FEE \_\_\_\_\_ AC  
ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE  
ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE  
ACQUIRED FROM DONALD JAMES AND JENNIFER MARIE RIEHM.

CITY OF CEDAR FALLS, IOWA  
EASEMENT ACQUIRED FOR PUBLIC UTILITY



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

*Terry Coady* 8-1-2018  
TERRY COADY DATE:  
License number 18643  
My License Renewal Date is December 31, 2019  
Pages covered by this seal: \_\_\_\_\_  
EXHIBIT "A" ONLY

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



DATE REVISED AUGUST 1, 2018  
DATE DRAWN JANUARY 29, 2018

SCALE 1" = 60'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 13

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

EASEMENT GRANTED FOR PUBLIC UTILITY DESCRIBED AS FOLLOWS:

A PART OF LOT 3 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH 89°24'13" EAST ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 65.77 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID LOT 3; THENCE NORTH 00°18'26" WEST ALONG THE WEST LINE OF THE EAST 1/2 OF SAID LOT 3, A DISTANCE OF 7.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°18'26" WEST ALONG SAID WEST LINE, 10.00 FEET; THENCE NORTH 89°22'23" EAST, 65.85 FEET TO THE EAST LINE OF SAID LOT 3; THENCE SOUTH 00°13'52" EAST ALONG SAID EAST LINE, 10.00 FEET; THENCE SOUTH 89°22'23" WEST, 65.84 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 AC. (658 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

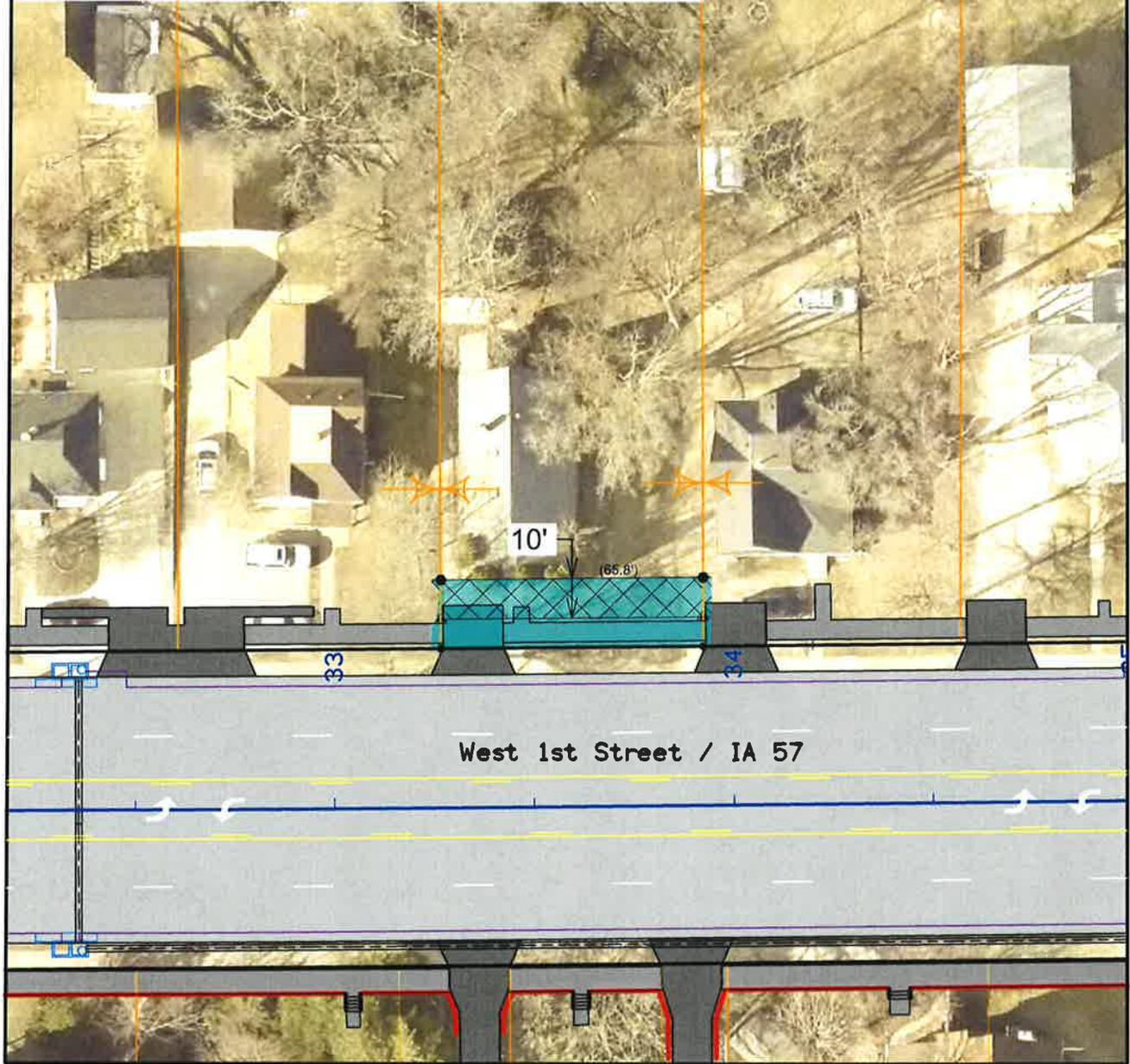
NOTE:

THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

**LEGEND**

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- PROPOSED PERMANENT EASEMENT \*
- PROPOSED ROADWAY
- PROPOSED SIDEWALK
- PROPOSED DRIVEWAY/PARKING LOT
- EXISTING RIGHT-OF-WAY
- LOT LINE
- PROPOSED STORM SEWER
- W PROPOSED WATER MAIN
- PROPOSED WATER SERVICE
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY SERVICE
- RETAINING WALL

\* INCLUDES UNDERLYING TEMPORARY EASEMENTS



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

PARCEL 13 - DONALD JAMES AND JENNIFER MARIE RIEHM

SCALE:  
1"= 40'

DATE:  
02/08/2018

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



#PI TRVL #  
#PENTLL #  
#SHEETNAME

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

Preparer Information: Kevin Rogers, City Attorney, 220 Clay St. Cedar Falls, IA 50613 (319)-273-8600

## PUBLIC UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Donald James and Jennifer Marie Riehm, of the County of Black Hawk, State of Iowa, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Cedar Falls, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Cedar Falls, Iowa, a municipal corporation, in the County of Black Hawk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

See Exhibit A Attached.

That the above described easement is granted unto the City of Cedar Falls, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

### Public Utility

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.
2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

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

9. Existing Structures, Plantings and Fencing. Grantor and its grantees, acknowledge the existing structures, plantings, and fencing remaining inside the Easement following construction of the West 1<sup>st</sup> Street Improvements Project may remain until such time use of the Easement area is needed by the City. Grantor and its grantees, further acknowledge should removal of existing structures, plantings, and fencing be required after the Project that these removals will be performed by the City, but the City is under no obligation to replace, or provide compensation for, any existing structures, plantings, and fencing removed from within the Easement area.

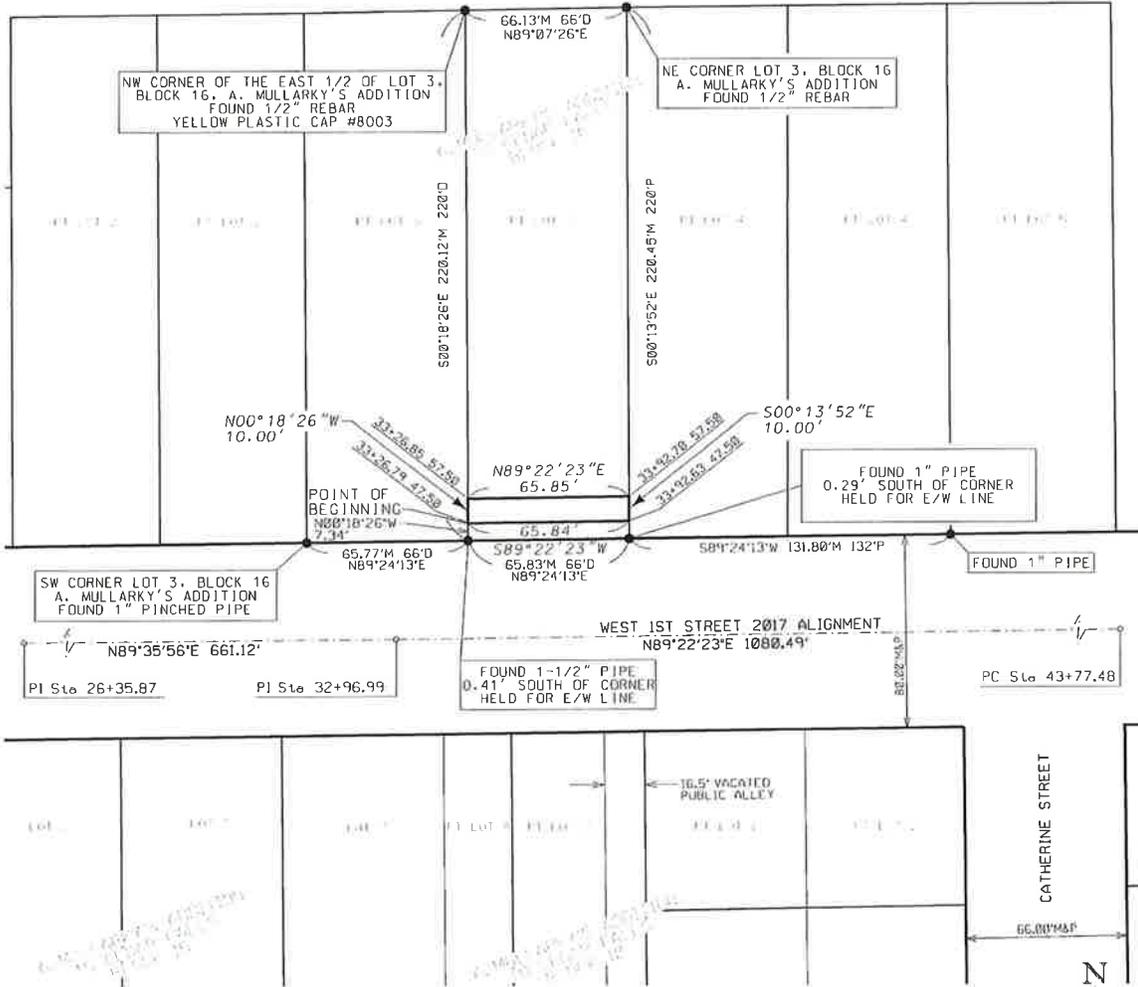
Grantor does hereby covenant that Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.



IOWA DEPARTMENT OF TRANSPORTATION  
ACQUISITION PLAT  
EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 13  
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST  
ROW-FEE \_\_\_\_\_ AC, EASE 658 S.F.  EXCESS-FEE \_\_\_\_\_ AC  
ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE \_\_\_\_\_  
ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE \_\_\_\_\_  
ACQUIRED FROM DONALD JAMES AND JENNIFER MARIE RIEHM.

CITY OF CEDAR FALLS, IOWA  
EASEMENT ACQUIRED FOR PUBLIC UTILITY



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

*Terry Coady* 8-1-2018  
TERRY COADY DATE:  
License number 18643  
My License Renewal Date is December 31, 2019  
Pages covered by this seal: \_\_\_\_\_  
EXHIBIT "A" ONLY



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



DATE REVISED AUGUST 1, 2018  
DATE DRAWN JANUARY 29, 2018

SCALE 1" = 60'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 13

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

EASEMENT GRANTED FOR PUBLIC UTILITY DESCRIBED AS FOLLOWS:

A PART OF LOT 3 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH 89°24'13" EAST ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 65.77 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID LOT 3; THENCE NORTH 00°18'26" WEST ALONG THE WEST LINE OF THE EAST 1/2 OF SAID LOT 3, A DISTANCE OF 7.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°18'26" WEST ALONG SAID WEST LINE, 10.00 FEET; THENCE NORTH 89°22'23" EAST, 65.85 FEET TO THE EAST LINE OF SAID LOT 3; THENCE SOUTH 00°13'52" EAST ALONG SAID EAST LINE, 10.00 FEET; THENCE SOUTH 89°22'23" WEST, 65.84 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 AC. (658 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

Prepared by: Snyder and Associates – 2727 SW Snyder Blvd. P.O. Box 1159, Ankeny, IA 50023  
Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

### OWNER'S TEMPORARY GRADING EASEMENT FOR CONSTRUCTION

This instrument is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Donald James and Jennifer Marie Riehm, owner(s) (hereinafter referred to as GRANTOR(S)) of the following described property:

See Attached Legal Description on Temporary Easement Plat Map

WHEREAS, the owner(s) in fee simple of the real property known and described as set out above is the GRANTOR(S), and

WHEREAS, the City of Cedar Falls (hereinafter referred to as GRANTEE) proposes to grade, shape and seed improvements upon a portion of the above real property owned by the GRANTOR(S), and

WHEREAS, the GRANTOR(S) has agreed to grant to the GRANTEE, a Temporary Grading Easement for Construction for the purpose of grading, shaping and seeding, if applicable, upon a portion of the real property of the GRANTOR(S), for consideration of \$1.00 and other valuable consideration duly paid and acknowledged. It is agreed the temporary easement granted herein shall terminate upon completion of the Project and final acceptance of public improvements by the City Council.

THEREFORE, for the above consideration, the GRANTOR(S) hereby grants unto the GRANTEE the Easement and rights described below:

See Attached Temporary Grading Easement for Construction Exhibit,  
which Easement and rights shall be binding upon the GRANTOR(S).

GRANTEE agrees to restore the easement area in a timely manner including, but not limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, upon completion of the construction or repairs.

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

Donald James Riehm  
Donald James Riehm Date  
11-9-18

Jennifer Marie Riehm 11/9/18  
Jennifer Marie Riehm Date

For an acknowledgment in an individual capacity:

State of Kansas  
County of Johnson

This record was acknowledged before me on November 9, 2018  
by Donald James Riehm & Jennifer Marie Riehm Name(s) of individual(s)

[Signature]

Signature of notarial officer

STUART EHLERS  
Printed name of notarial officer  
6-2-2021  
My commission expires

STUART EHLERS  
Notary Public-State of Kansas  
My Appt. Expires 6-2-2021

ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF CEDAR FALLS, IOWA

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

ATTEST

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

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

This instrument was acknowledged before me on \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

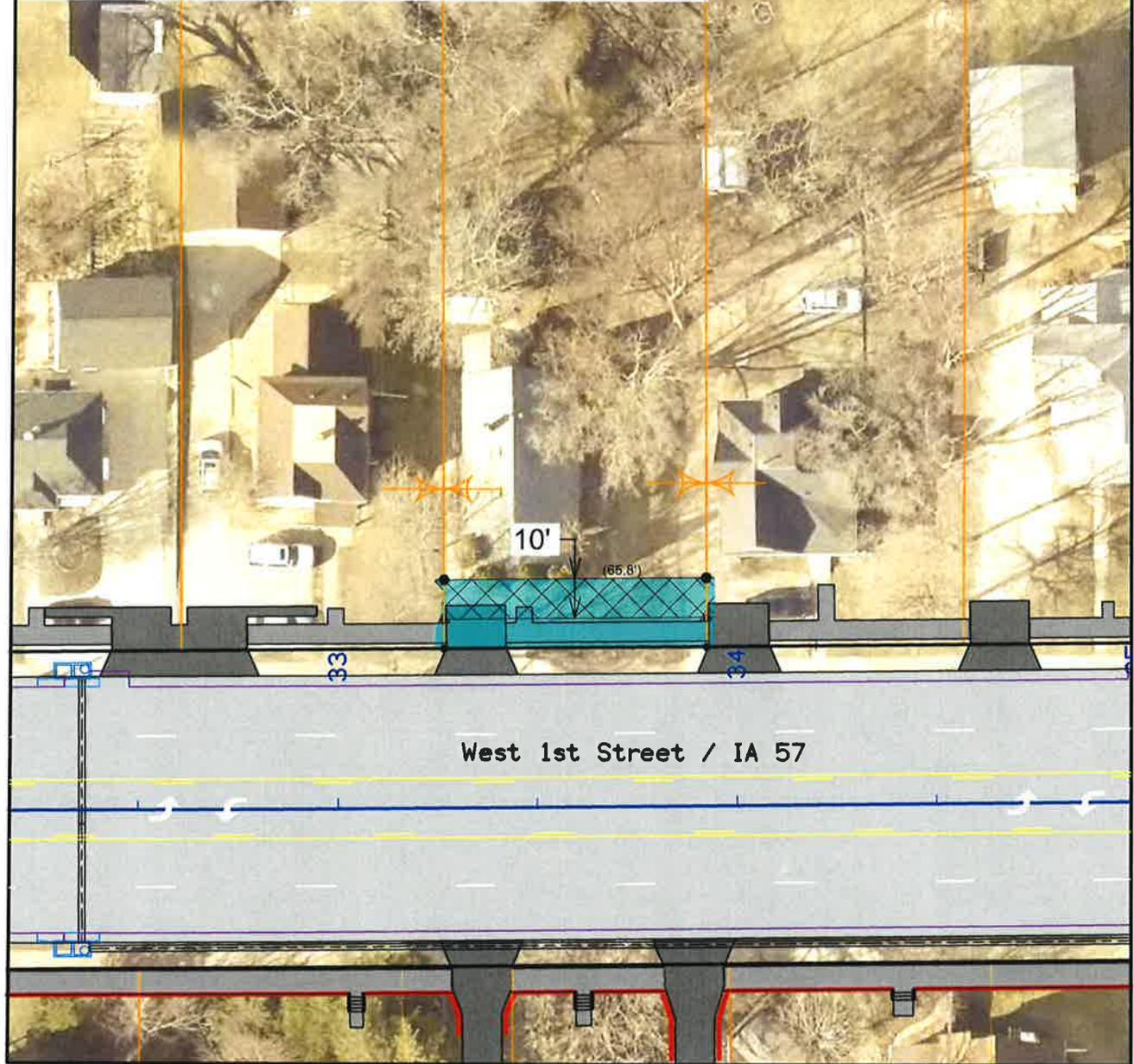
My Commission Expires:

\_\_\_\_\_

**LEGEND**

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- PROPOSED PERMANENT EASEMENT \*
- PROPOSED ROADWAY
- PROPOSED SIDEWALK
- PROPOSED DRIVEWAY/PARKING LOT
- EXISTING RIGHT-OF-WAY
- LOT LINE
- PROPOSED STORM SEWER
- PROPOSED WATER MAIN
- PROPOSED WATER SERVICE
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY SERVICE
- RETAINING WALL

\* INCLUDES UNDERLYING TEMPORARY EASEMENTS



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

PARCEL 13 - DONALD JAMES AND JENNIFER MARIE RIEHM

SCALE:

1"= 40'

DATE:

02/08/2018

PROJECT #:

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



#PLOTORVLS  
#PENTBLLS  
#SHEETNAME

**CITY OF CEDAR FALLS  
TENANT PURCHASE AGREEMENT**

**Property Address:** 1115 W. 1<sup>st</sup> St. **County Tax Parcel No:** 8914-11-228-030  
**Parcel Number 9** **Project Name:** West 1<sup>st</sup> Street Cedar Falls IA 57 Reconstruction Project  
**Project Number** STP-57-2(28)--2c-07

**THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between Blake Vierra and Kit Ming Vierra, Seller and the City of Cedar Falls, Iowa, Buyer.**

1. Buyer agrees to buy and Seller hereby conveys Seller's leasehold interest in the following real estate, hereinafter referred to as the premises:

See Attached Legal Description of Acquisition Area  
See Attached Acquisition Plat  
See Attached Temporary Easement Area(s)

and more particularly described on page(s) 4-5, and all improvements of whatever type situated on the premises.

2. The Premises also includes all of the Seller's estates, rights, title and interests in any leaseholds, including easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.

Seller is tenant on the property of the following owner: Donald and Jennifer Reihm

3. In consideration of Seller's conveyance of Seller's leasehold interest in the premises to Buyer, Buyer agrees to pay to Seller the sum of One Hundred Dollars (\$100.00). Seller agrees to surrender physical possession of the premises effective upon commencement of construction activity. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto.
4. Seller grants to the City a Fee Acquisition, Permanent and Temporary Easement as shown on the attached acquisition plat/temporary and permanent easement area plat. Any Temporary Construction Easement shall terminate upon completion of the project.
5. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the premises per the terms of this agreement. Seller grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data.
6. This agreement shall apply to and bind the legal successors in interest of the Seller.
7. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by the Buyer.
8. This written agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically

provided for herein.

- 9. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:

None Known

- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

[Signature]

Name

Blake Vierra

Printed Name

[Signature]

Name

Kit Ming Vierra

Printed Name

For an acknowledgment in an individual capacity:

State of Iowa County of Black Hawk

This record was acknowledged before me on Oct 30<sup>th</sup>, 2018

by BLAKE VIERRA; KIT MING VIERRA Name(s) of individual(s)

[Signature]

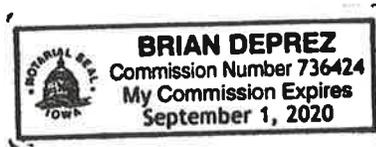
Signature of notarial officer

Brian Deprez

Printed name of notarial officer

9-~~30~~<sup>01</sup>-2020

My commission expires



**BUYER'S APPROVAL**

By: \_\_\_\_\_  
James P. Brown, Mayor (date)

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC (date)  
City Clerk

**MUNICIPALITIES ACKNOWLEDGMENT**

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 13

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 3 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH 89°24'13" EAST ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 65.77 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID LOT 3 AND TO THE POINT OF BEGINNING; THENCE NORTH 00°18'26" WEST ALONG THE WEST LINE OF SAID EAST 1/2 OF LOT 3, A DISTANCE OF 7.34 FEET; THENCE NORTH 89°22'23" EAST, 65.84 FEET TO THE EAST LINE OF SAID LOT 3; THENCE SOUTH 00°13'52" EAST ALONG SAID EAST LINE, 7.38 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE SOUTH 89°24'13" WEST ALONG SAID SOUTH LINE OF LOT 3 A DISTANCE OF, 65.83 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (485 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

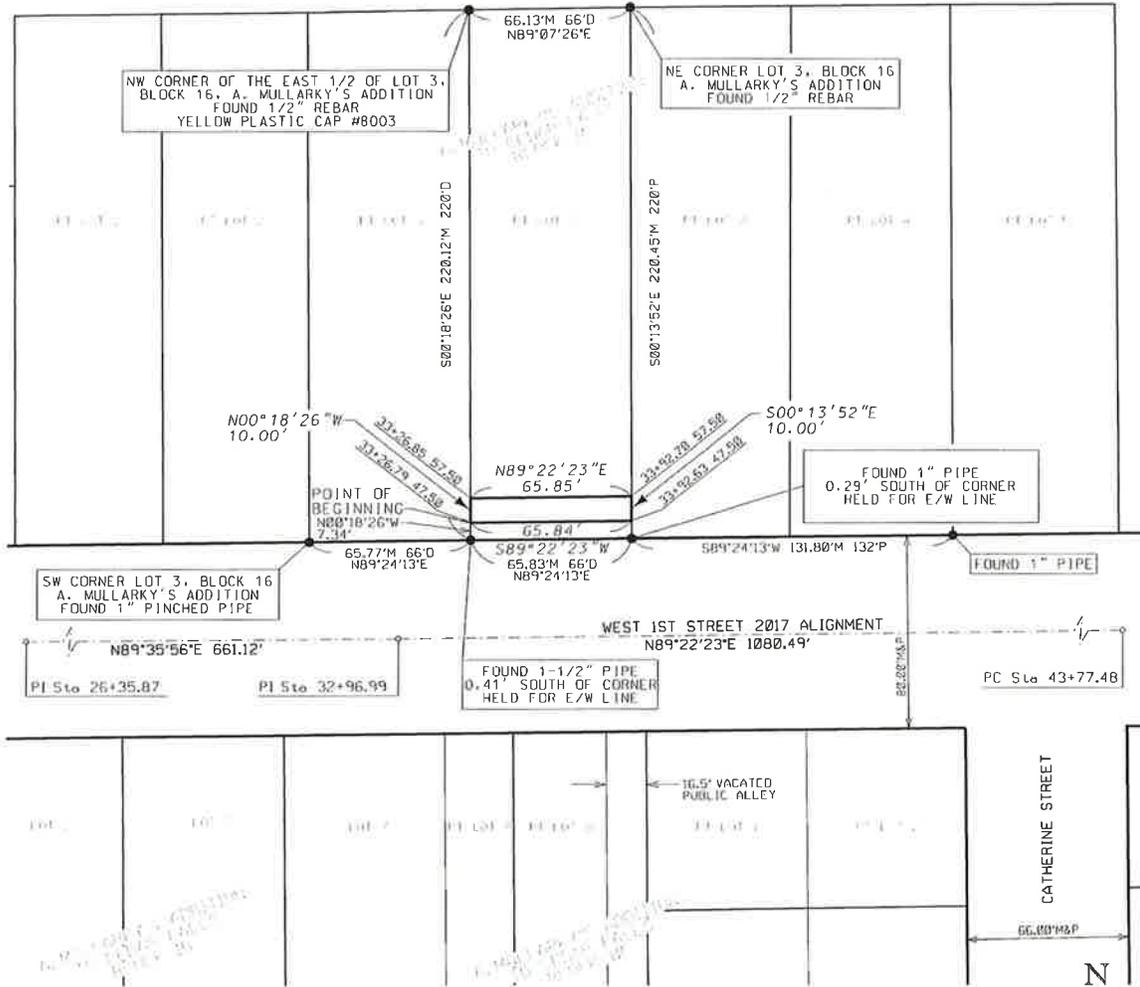
NOTE:

THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

IOWA DEPARTMENT OF TRANSPORTATION  
ACQUISITION PLAT  
EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 13  
SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST  
ROW-FEE \_\_\_\_\_ AC, EASE 658 S.F.  EXCESS-FEE \_\_\_\_\_ AC  
ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE \_\_\_\_\_  
ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE \_\_\_\_\_  
ACQUIRED FROM DONALD JAMES AND JENNIFER MARIE RIEHM.

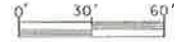
CITY OF CEDAR FALLS, IDWA  
EASEMENT ACQUIRED FOR PUBLIC UTILITY



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 Loady* 8-1-2018  
TERRY LOADY 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 AUGUST 1, 2018  
DATE DRAWN JANUARY 29, 2018 SCALE 1" = 60'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 13

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

EASEMENT GRANTED FOR PUBLIC UTILITY DESCRIBED AS FOLLOWS:

A PART OF LOT 3 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH 89°24'13" EAST ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 65.77 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID LOT 3; THENCE NORTH 00°18'26" WEST ALONG THE WEST LINE OF THE EAST 1/2 OF SAID LOT 3, A DISTANCE OF 7.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°18'26" WEST ALONG SAID WEST LINE, 10.00 FEET; THENCE NORTH 89°22'23" EAST, 65.85 FEET TO THE EAST LINE OF SAID LOT 3; THENCE SOUTH 00°13'52" EAST ALONG SAID EAST LINE, 10.00 FEET; THENCE SOUTH 89°22'23" WEST, 65.84 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 AC. (658 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

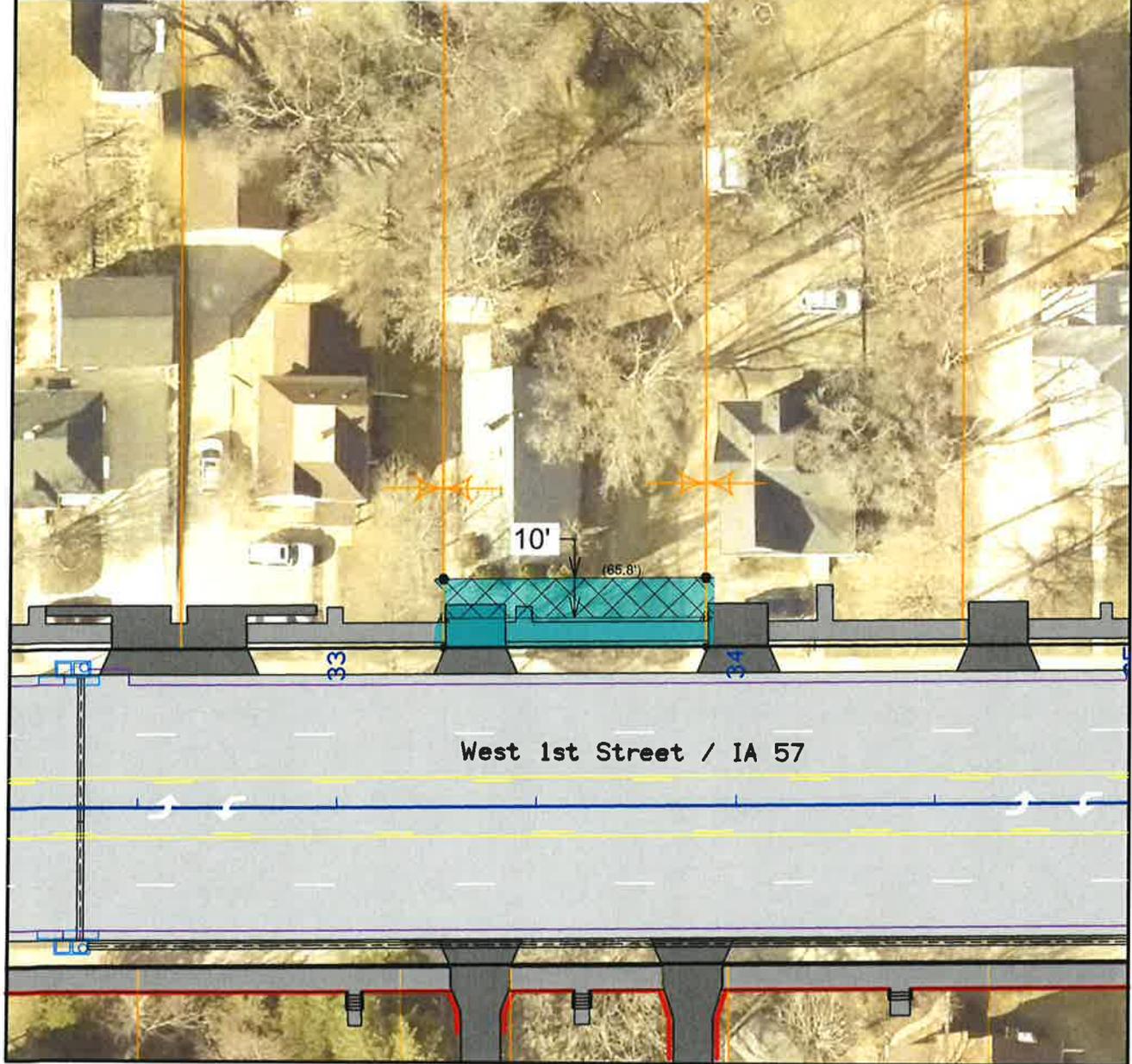
NOTE:

THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

**LEGEND**

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- PROPOSED PERMANENT EASEMENT \*
- PROPOSED ROADWAY
- PROPOSED SIDEWALK
- PROPOSED DRIVEWAY/PARKING LOT
- EXISTING RIGHT-OF-WAY
- LOT LINE
- PROPOSED STORM SEWER
- W PROPOSED WATER MAIN
- PROPOSED WATER SERVICE
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY SERVICE
- RETAINING WALL

\* INCLUDES UNDERLYING TEMPORARY EASEMENTS



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

**PARCEL 13 - DONALD JAMES AND JENNIFER MARIE RIEHM**

SCALE:  
1" = 40'

DATE:  
02/08/2018

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



#PLTDRVL &  
#PENTBL &  
#SHEETNAME

## CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

PROPERTY ADDRESS: 1215 W. 1<sup>st</sup> St. COUNTY TAX PARCEL NO.8914-11-228-030  
PARCEL NO. 9  
PROJECT NO. STP-57-2(28)-2C-07  
PROJECT NAME: West 1<sup>st</sup> St. / IA 57 PCC Pavement Reconstruction

THIS AGREEMENT entered into this 1st day of May, 2018, by and between Jody E. Syndergaard Family Trust, Seller, and the City of Cedar Falls, Iowa, Buyer.

1. The Seller agrees to sell and furnish to the Buyer a warranty deed, permanent utility easement and temporary easement agreements, furnished by the Buyer, and the Buyer agrees to purchase the following real estate, or interest in real estate, hereinafter referred to as the premises, described as follows: **See Attached Exhibits**

FEE Acquisition  
See attached

Permanent Utility Easement  
See attached

Temporary Easement  
See attached

and which include the following improvements of whatever type situated on the premises:

\_\_\_\_\_

2. The premises include the estates, rights, titles and interests, including easements, as are described herein. Seller consents to any change of grade of the street or highway which is adjacent to the premises, and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.
3. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises in accordance with the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. When Buyer has paid Seller the payment amount described in the following paragraph, and when Seller has executed and delivered a warranty deed/permanent easement agreement/ and/or temporary easement agreement(s) [strike inapplicable provisions], conveying title, or an interest in title, to the premises to Seller, as described in this agreement, Buyer shall then be entitled to immediate possession of the premises.

4. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, or an interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>10,006.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>10,000.00</u>	TOTAL LUMP SUM	

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

Land by Fee Title	<u>566</u>	sq. ft.	<u>\$ 5,094.00</u>
Permanent Utility Easement	<u>709</u>	sq. ft.	<u>\$ 3,191.00</u>
Temporary Easement	<u>709</u>	sq. ft.	<u>\$ 1,021.00</u>
Miscellaneous/Other <u>landscaping/concrete paving</u>			<u>\$ 700.00</u>
Buildings			<u>\$ _____</u>
Severance Damages			<u>\$ _____</u>

5. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
6. The Seller warrants that there are no tenants on the premises holding under lease except:  
UNKNOWN.
7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are: \_\_\_\_\_

8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 9 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
11. This written agreement and the attachments together constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.
12. The Seller shall have five years from the date of settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

**Jody E. Syndergaard Family Trust**

	11-6-18	Trustee	
Randy Kraayenbrink	Date	Name/Title	Date

For an acknowledgment in a representative capacity:

State of Iowa County of Black Hawk  
 This record was acknowledged before me on Nov. 6, 2018  
 by Randy Kraayenbrink Name(s) of individual(s)  
 as Trustee (type of authority, such as officer or trustee)  
 of Jody Syndergaard Family Trust  
 (name of party on behalf of whom record was executed).

Joanne Goodrich  
 Signature of notarial officer

Joanne Goodrich  
 Printed name of notarial officer

May 28, 2021  
 My commission expires



BUYER'S APPROVAL

By: \_\_\_\_\_  
James P. Brown, Mayor (date)

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC (date)  
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

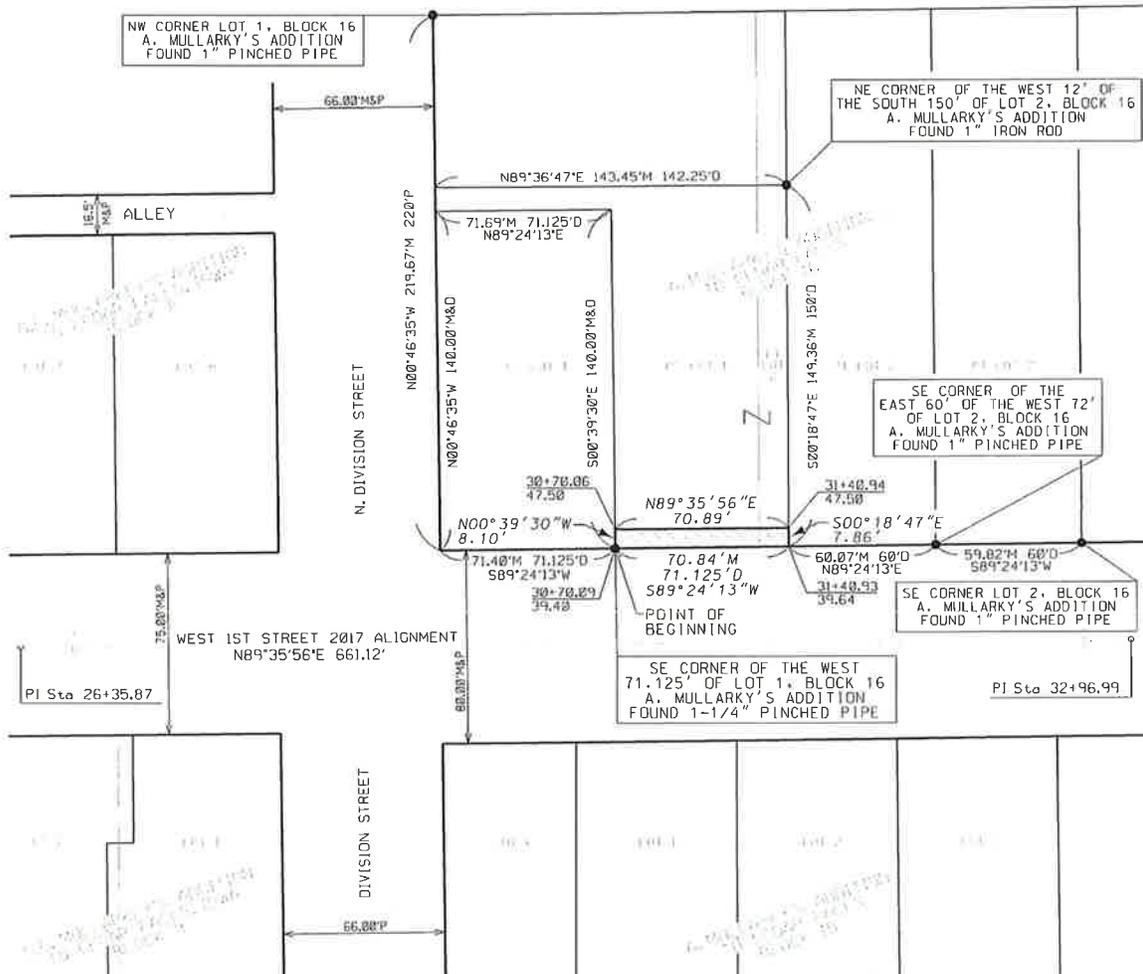
This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

**IOWA DEPARTMENT OF TRANSPORTATION**  
**ACQUISITION PLAT**  
**EXHIBIT "A"**

COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
 PROJECT NO. STP-57-2(28)--2C-07 PARCEL NO. 9  
 SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST  
 ROW-FEE 566 S.F. AC, EASE \_\_\_\_\_ AC EXCESS-FEE \_\_\_\_\_ AC  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE  
 ACQUIRED FROM JODY E. & JAROD M. SNYDERGAARD

CITY OF CEDAR FALLS, IOWA

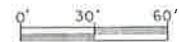


I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

*Terry Coody* 2-18-2018  
 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 \_\_\_\_\_  
 DATE DRAWN JANUARY 29, 2018

SCALE 1" = 60'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 9

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 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE WEST 71.125 FEET OF SAID LOT 1, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH 00°39'30" WEST ALONG THE EAST LINE OF THE WEST 71.125 FEET OF SAID LOT 1, A DISTANCE OF 8.10 FEET; THENCE NORTH 89°35'56" EAST, 70.89 FEET TO THE EAST LINE OF THE WEST 12.00 FEET OF SAID LOT 2; THENCE SOUTH 00°18'47" EAST ALONG SAID EAST LINE, 7.86 FEET TO THE SOUTHEAST CORNER OF THE WEST 12.00 FEET OF SAID LOT 2; THENCE SOUTH 89°24'13" WEST ALONG THE SOUTH LINE OF SAID LOT 1 AND LOT 2, 70.84 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (566 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

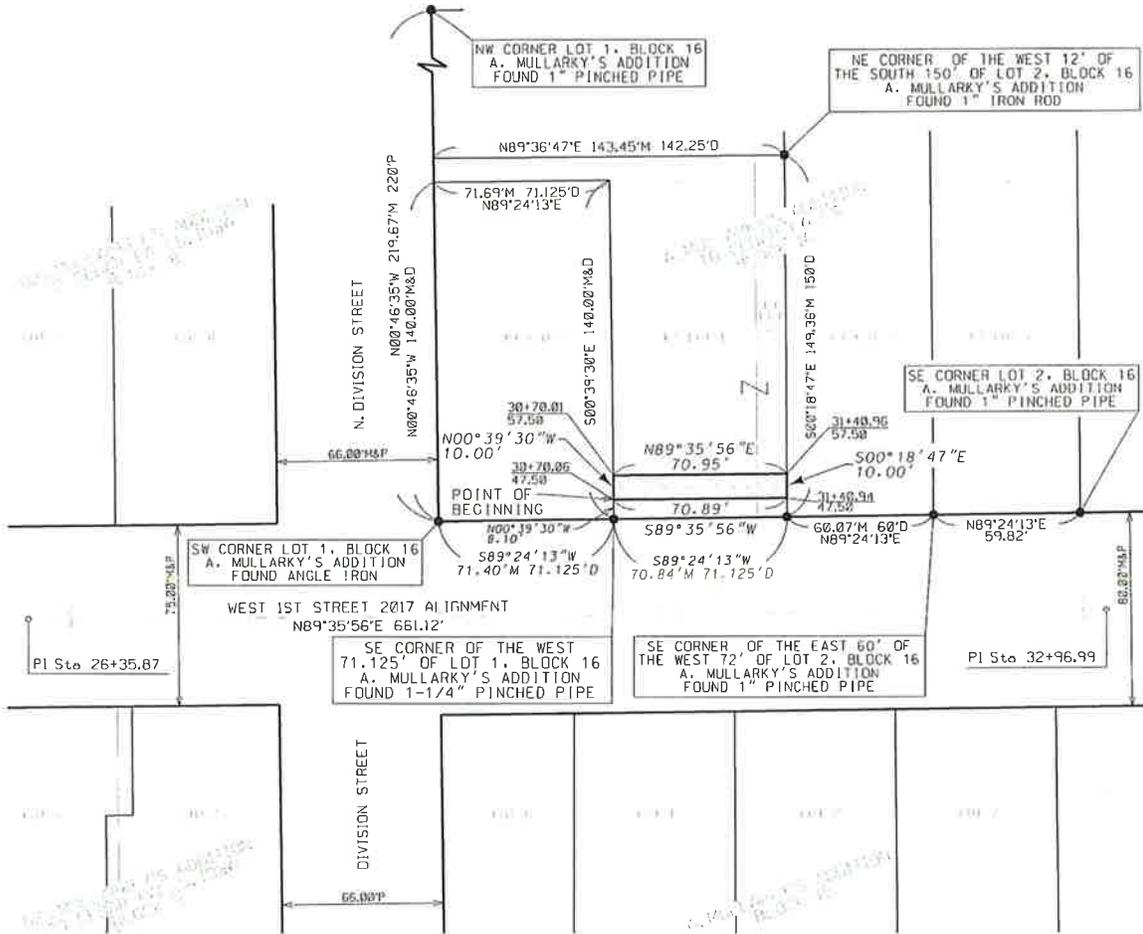
NOTE:

THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

**IOWA DEPARTMENT OF TRANSPORTATION  
ACQUISITION PLAT  
EXHIBIT "A"**

COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
 PROJECT NO. STP-57-2(2B)--2C-07 PARCEL NO. 9  
 SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST  
 ROW-FEE \_\_\_\_\_ AC. EASE 709 S.F.  EXCESS-FEE \_\_\_\_\_ AC  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE  
 ACQUIRED FROM JODY E. & JAROD M. SNYDERGAARD

CITY OF CEDAR FALLS, IOWA  
 EASEMENT ACQUIRED FOR PUBLIC UTILITY

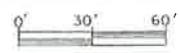


I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

*Terry Coady* 2-18-2018  
 TERRY COADY DATE:  
 License number 18643  
 My License Renewal Date is December 31, 2019  
 Pages covered by this seal: \_\_\_\_\_  
 EXHIBIT "A" ONLY



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



DATE REVISED \_\_\_\_\_  
 DATE DRAWN JANUARY 29, 2018 SCALE 1" = 60'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 9

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

EASEMENT GRANTED FOR PUBLIC UTILITY DESCRIBED AS FOLLOWS:

A PART OF LOT 1 AND A PART OF LOT 2 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE WEST 71.125 FEET OF SAID LOT 1, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH 00°39'30" WEST ALONG THE EAST LINE OF THE WEST 71.125 FEET OF SAID LOT 1, A DISTANCE OF 8.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°39'30" WEST ALONG SAID EAST LINE OF THE WEST 71.125 FEET OF SAID LOT 1, A DISTANCE OF 10.00 FEET; THENCE NORTH 89°35'56" EAST, 70.95 FEET TO THE EAST LINE OF THE WEST 12.00 FEET OF SAID LOT 2; THENCE SOUTH 00°18'47" EAST ALONG SAID EAST LINE, 10.00 FEET; THENCE SOUTH 89°35'56" WEST, 70.89 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 AC. (709 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

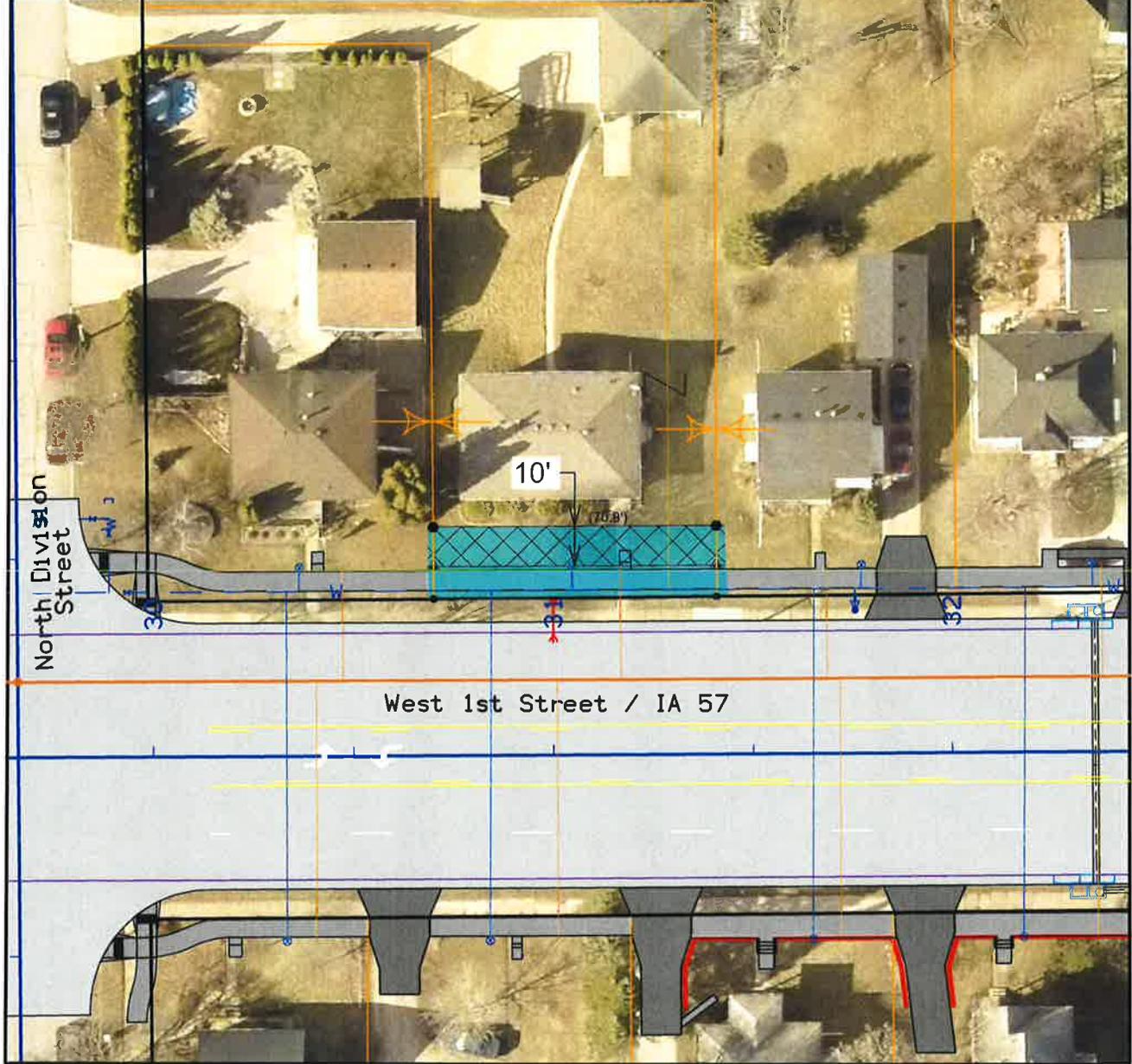
NOTE:

THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

**LEGEND**

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- PROPOSED PERMANENT EASEMENT \*
- PROPOSED ROADWAY
- PROPOSED SIDEWALK
- PROPOSED DRIVEWAY/PARKING LOT
- EXISTING RIGHT-OF-WAY
- LOT LINE
- PROPOSED STORM SEWER
- W PROPOSED WATER MAIN
- PROPOSED WATER SERVICE
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY SERVICE
- RETAINING WALL

\* INCLUDES UNDERLYING TEMPORARY EASEMENTS



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION  
 PARCEL 9 - JAROD M. & JODY E. SYNDERGAARD

SCALE:  
1" = 40'

DATE:  
02/08/2018

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



#PL TORVLS  
#PENTBLLS  
#SHEETNAME

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

Preparer Information: Kevin Rogers, City Attorney, 220 Clay St. Cedar Falls, IA 50613 (319)273-8600

## PUBLIC UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Jody E. Syndergaard Family Trust, of the County of Black Hawk, State of Iowa, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Cedar Falls, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Cedar Falls, Iowa, a municipal corporation, in the County of Black Hawk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

See Exhibit A Attached.

That the above described easement is granted unto the City of Cedar Falls, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

### Public Utility

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.
2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

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

9. Existing Structures, Plantings and Fencing. Grantor and its grantees, acknowledge the existing structures, plantings, and fencing remaining inside the Easement following construction of the West 1<sup>st</sup> Street Improvements Project may remain until such time use of the Easement area is needed by the City. Grantor and its grantees, further acknowledge should removal of existing structures, plantings, and fencing be required after the Project that these removals will be performed by the City, but the City is under no obligation to replace, or provide compensation for, any existing structures, plantings, and fencing removed from within the Easement area.

Grantor does hereby covenant that Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

IN WITNESS WHEREOF, we have hereunto affixed our hands this 6 day of 11-18, 2018.

[Signature] 11-6-18  
Owner Date

\_\_\_\_\_  
Owner Date

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

This record was acknowledged before me on this 6<sup>th</sup> day of November, 2018, by Randy Kraayenbrink and \_\_\_\_\_.



[Signature]  
Notary Public in and for the State of Iowa

ACCEPTANCE OF PUBLIC UTILITY EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF CEDAR FALLS, IOWA

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

ATTEST

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

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

I, Jacqueline Danielsen, MMC, City Clerk of the City of Cedar Falls, Iowa, do hereby certify that the foregoing Public Utility Easement was duly approved and accepted by the City Council of the City of Cedar Falls by by Resolution No. \_\_\_\_\_, passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, and this certificate is made pursuant to authority container in said Resolution.

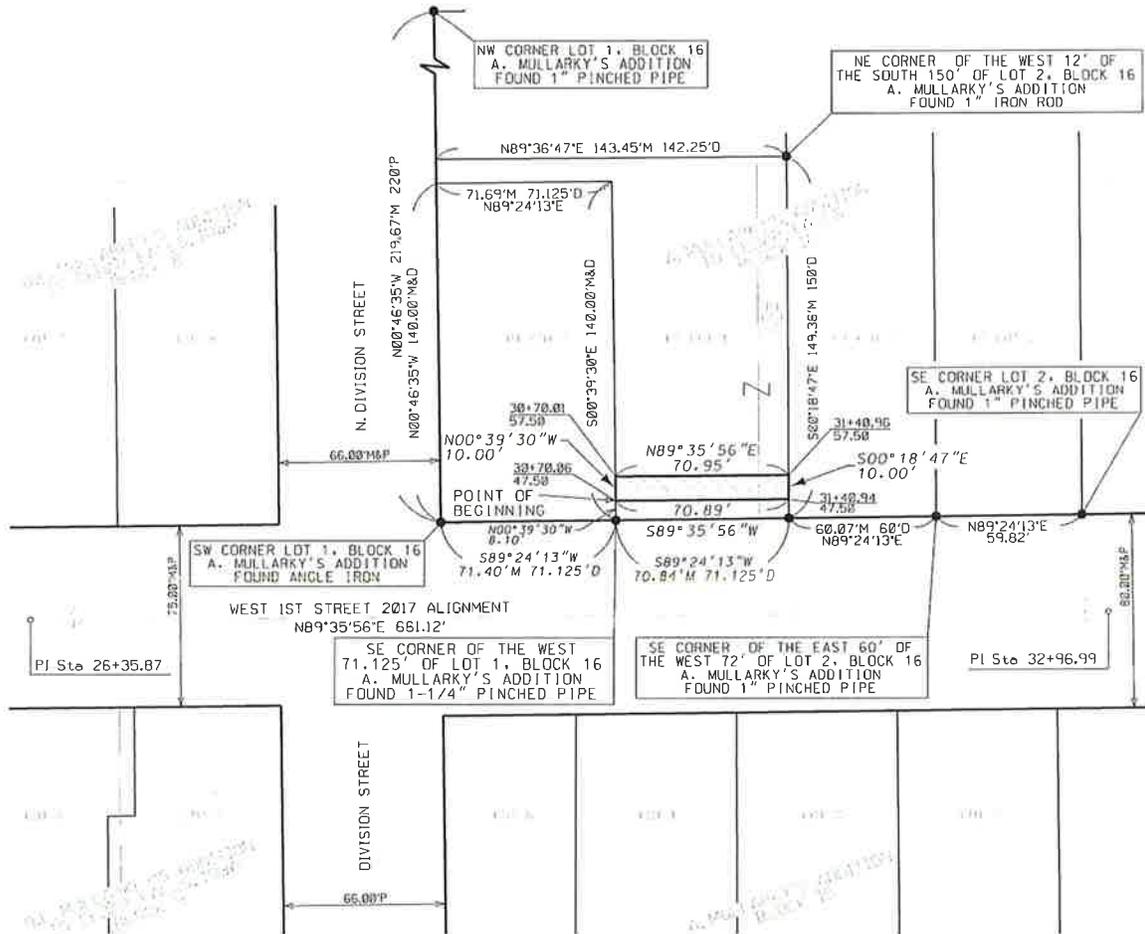
Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

**IOWA DEPARTMENT OF TRANSPORTATION  
ACQUISITION PLAT  
EXHIBIT "A"**

COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
 PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 9  
 SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST  
 ROW-FEE \_\_\_\_\_ AC, EASE 709 S.F.  EXCESS-FEE \_\_\_\_\_ AC  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE \_\_\_\_\_  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE \_\_\_\_\_  
 ACQUIRED FROM JODY E. & JAROD M. SNYDERGAARD

CITY OF CEDAR FALLS, IOWA  
 EASEMENT ACQUIRED FOR PUBLIC UTILITY

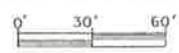


I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

*Terry Coady* 2-18-2018  
 TERRY COADY DATE:  
 License number 18643  
 My License Renewal Date is December 31, 2019  
 Pages covered by this seal: \_\_\_\_\_  
 EXHIBIT "A" ONLY



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



DATE REVISED \_\_\_\_\_  
 DATE DRAWN JANUARY 29, 2018 SCALE 1" = 60'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 9

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07

EASEMENT GRANTED FOR PUBLIC UTILITY DESCRIBED AS FOLLOWS:

A PART OF LOT 1 AND A PART OF LOT 2 OF, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE WEST 71.125 FEET OF SAID LOT 1, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH 00°39'30" WEST ALONG THE EAST LINE OF THE WEST 71.125 FEET OF SAID LOT 1, A DISTANCE OF 8.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°39'30" WEST ALONG SAID EAST LINE OF THE WEST 71.125 FEET OF SAID LOT 1, A DISTANCE OF 10.00 FEET; THENCE NORTH 89°35'56" EAST, 70.95 FEET TO THE EAST LINE OF THE WEST 12.00 FEET OF SAID LOT 2; THENCE SOUTH 00°18'47" EAST ALONG SAID EAST LINE, 10.00 FEET; THENCE SOUTH 89°35'56" WEST, 70.89 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.02 AC. (709 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

Prepared by: Snyder and Associates – 2727 SW Snyder Blvd. P.O. Box 1159, Ankeny, IA 50023  
Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

### OWNER'S TEMPORARY GRADING EASEMENT FOR CONSTRUCTION

This instrument is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Jody E. Syndergaard Family Trust, owner(s) (hereinafter referred to as GRANTOR(S)) of the following described property:

See Attached Legal Description on Temporary Easement Plat Map

WHEREAS, the owner(s) in fee simple of the real property known and described as set out above is the GRANTOR(S), and

WHEREAS, the City of Cedar Falls (hereinafter referred to as GRANTEE) proposes to grade, shape and seed improvements upon a portion of the above real property owned by the GRANTOR(S), and

WHEREAS, the GRANTOR(S) has agreed to grant to the GRANTEE, a Temporary Grading Easement for Construction for the purpose of grading, shaping and seeding, if applicable, upon a portion of the real property of the GRANTOR(S), for consideration of \$1.00 and other valuable consideration duly paid and acknowledged. It is agreed the temporary easement granted herein shall terminate upon completion of the Project and final acceptance of public improvements by the City Council.

THEREFORE, for the above consideration, the GRANTOR(S) hereby grants unto the GRANTEE the Easement and rights described below:

See Attached Temporary Grading Easement for Construction Exhibit,

which Easement and rights shall be binding upon the GRANTOR(S).

GRANTEE agrees to restore the easement area in a timely manner including, but not limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, upon completion of the construction or repairs.

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

**Jody E. Syndergaard Family Trust**

[Signature]                      11-6-18                      Trustee  
Randy Kraayenbrink                      Date                      (name/title)                      Date

For an acknowledgment in a representative capacity:

State of Iowa County of Black Hawk

This record was acknowledged before me on Nov. 6, 2018  
by Randy Kraayenbrink Name(s) of individual(s)  
as Trustee (type of authority, such as officer or trustee)  
of Jody E. Syndergaard Family Trust  
(name of party on behalf of whom record was executed).

[Signature]  
Signature of notarial officer

Joanne Goodrich  
Printed name of notarial officer  
May 28, 2021  
My commission expires



ACCEPTANCE OF EASEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Easement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF CEDAR FALLS, IOWA

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

ATTEST

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

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

This instrument was acknowledged before me on \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

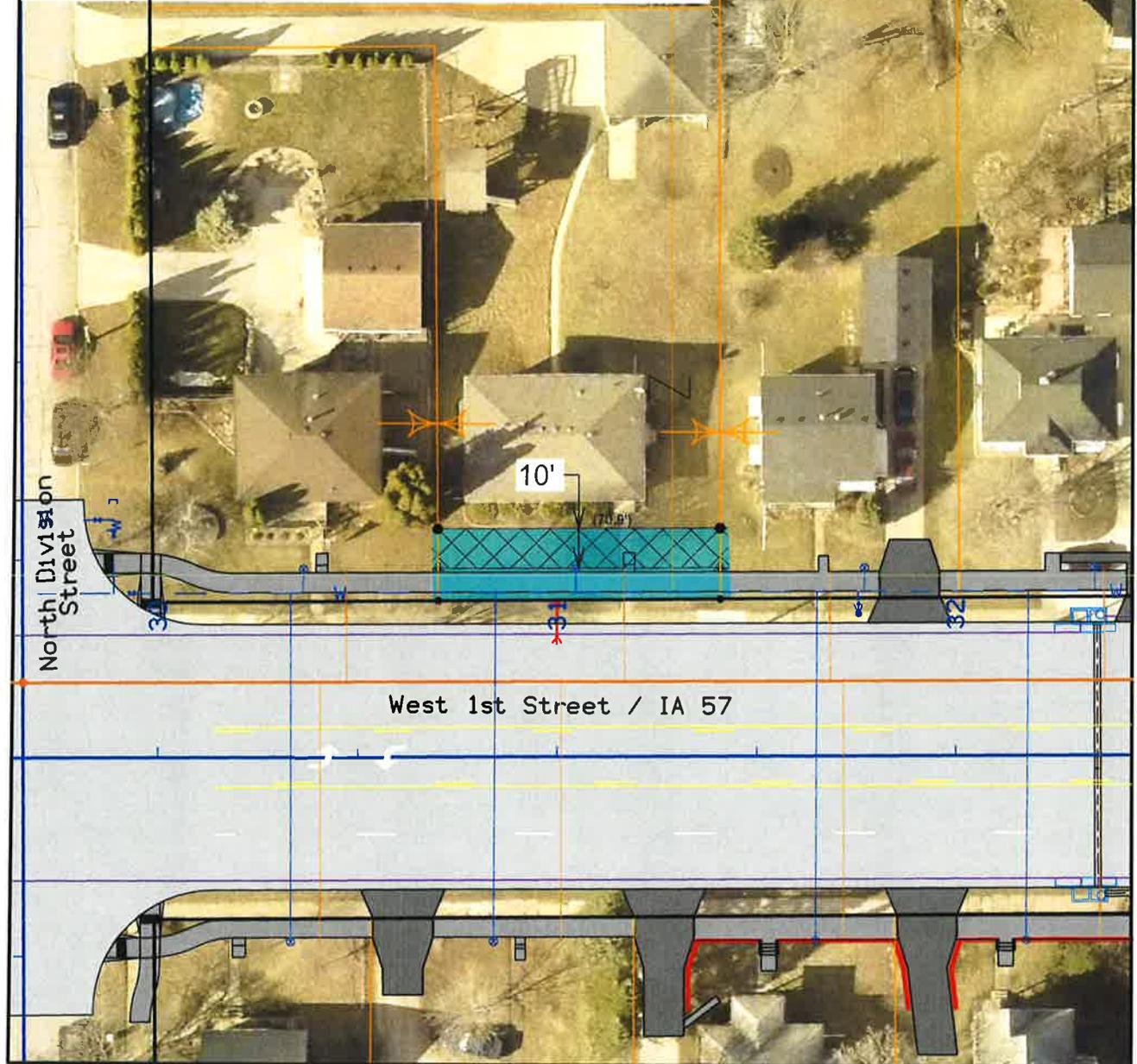
My Commission Expires:

\_\_\_\_\_

**LEGEND**

- PROPOSED TEMPORARY EASEMENT
- PROPOSED FEE TITLE
- PROPOSED PERMANENT EASEMENT \*
- PROPOSED ROADWAY
- PROPOSED SIDEWALK
- PROPOSED DRIVEWAY/PARKING LOT
- EXISTING RIGHT-OF-WAY
- LOT LINE
- PROPOSED STORM SEWER
- W PROPOSED WATER MAIN
- PROPOSED WATER SERVICE
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY SERVICE
- RETAINING WALL

\* INCLUDES UNDERLYING TEMPORARY EASEMENTS



PROJECT NAME: WEST 1ST STREET/IA 57 PCC PAVEMENT RECONSTRUCTION  
 PARCEL 9 - JAROD M. & JODY E. SYNDERGAARD

SCALE:  
1" = 40'

DATE:  
02/08/2018

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



#PLTDRVL  
#PENTBLG  
#SHEETFRAME

**CITY OF CEDAR FALLS  
TENANT PURCHASE AGREEMENT**

**Property Address:** 1215 W. 1<sup>st</sup> St. **County Tax Parcel No:** 8914-11-228-030  
**Parcel Number 9 Project Name:** West 1<sup>st</sup> Street Cedar Falls IA 57 Reconstruction Project  
**Project Number** STP-57-2(28)--2c-07

**THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between Anton Reiter \_\_\_\_\_, Seller and the City of Cedar Falls, Iowa, Buyer.**

1. Buyer agrees to buy and Seller hereby conveys Seller's leasehold interest in the following real estate, hereinafter referred to as the premises:

See Attached Legal Description of Acquisition Area  
See Attached Acquisition Plat  
See Attached Temporary Easement Area(s)

and more particularly described on page(s) 4-5, and all improvements of whatever type situated on the premises.

2. The Premises also includes all of the Seller's estates, rights, title and interests in any leaseholds, including easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.

Seller is tenant on the property of the following owner: Jarold and Jody Snydergaard

3. In consideration of Seller's conveyance of Seller's leasehold interest in the premises to Buyer, Buyer agrees to pay to Seller the sum of One Hundred Dollars (\$100.00). Seller agrees to surrender physical possession of the premises effective upon commencement of construction activity. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto.
4. Seller grants to the City a Fee Acquisition, Permanent and Temporary Easement as shown on the attached acquisition plat/temporary and permanent easement area plat. Any Temporary Construction Easement shall terminate upon completion of the project.
5. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the premises per the terms of this agreement. Seller grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data.
6. This agreement shall apply to and bind the legal successors in interest of the Seller.
7. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by the Buyer.
8. This written agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically

provided for herein.

- 9. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except: None Known

- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

*[Signature]*  
 Name  
ANTON REITER  
 Printed Name

\_\_\_\_\_  
 Name  
 \_\_\_\_\_  
 Printed Name

For an acknowledgment in an individual capacity:

State of IOWA County of BLACK HAWK

This record was acknowledged before me on 10-18, 2018

by ANTON REITER Name(s) of individual(s)

*[Signature]*  
 Signature of notarial officer

CHRIS OLSEN  
 Printed name of notarial officer

10-12-19  
 My commission expires



BUYER'S APPROVAL

By: \_\_\_\_\_  
James P. Brown, Mayor (date)

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC (date)  
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

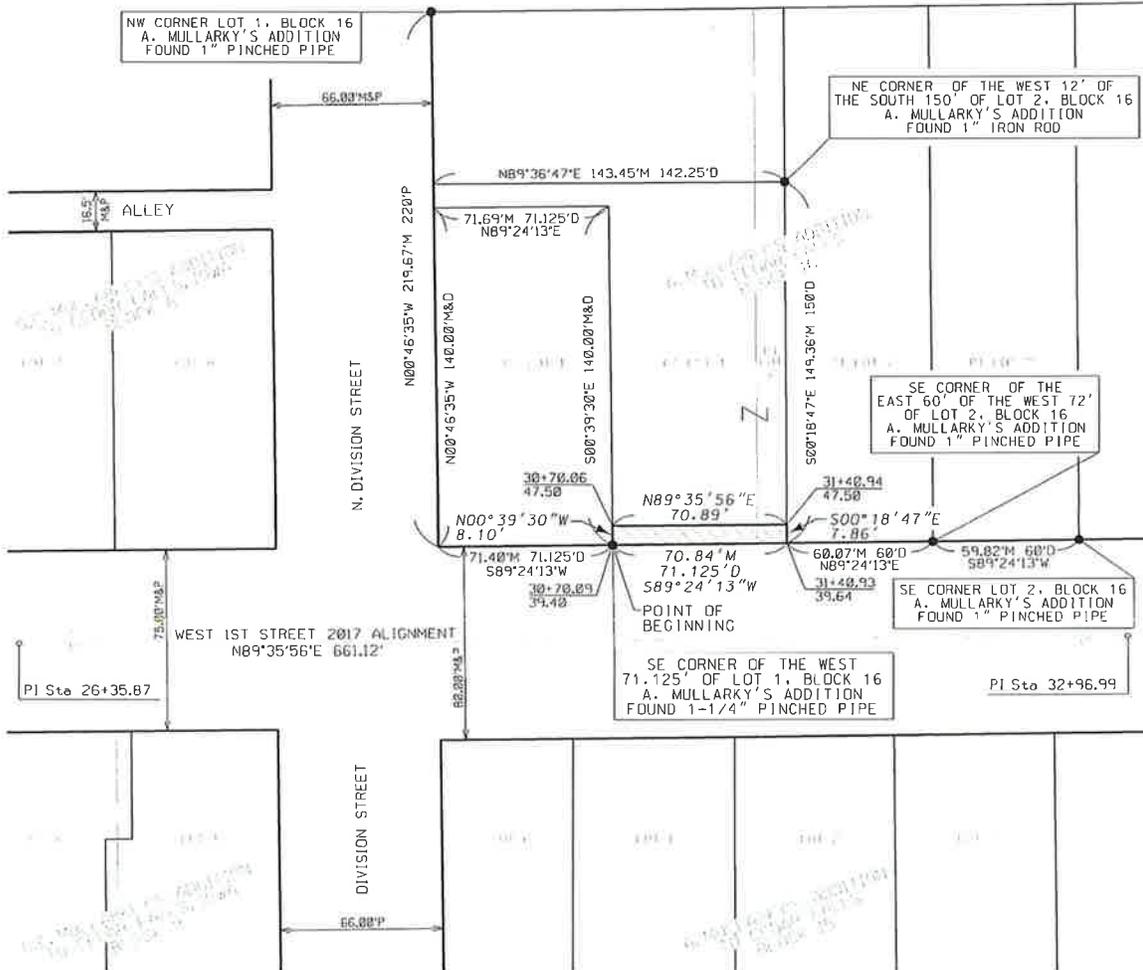
IOWA DEPARTMENT OF TRANSPORTATION

ACQUISITION PLAT

EXHIBIT "A"

COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
 PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 9  
 SECTION 11 TOWNSHIP 89 NORTH RANGE 14 WEST  
 ROW-FEE 566 S.F. AC. EASE \_\_\_\_\_ AC EXCESS-FEE \_\_\_\_\_ AC  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE  
 ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE  
 ACQUIRED FROM JODY E. & JAROD M. SNYDERGAARD

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*      **2-18-2018**  
 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 \_\_\_\_\_  
 DATE DRAWN JANUARY 29, 2018 SCALE 1" = 60'

DESCRIPTION OF ATTACHED PLAT FOR PARCEL NO. 9

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 16, A. MULLARKY'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE WEST 71.125 FEET OF SAID LOT 1, BLOCK 16, A. MULLARKY'S ADDITION TO CEDAR FALLS; THENCE NORTH 00°39'30" WEST ALONG THE EAST LINE OF THE WEST 71.125 FEET OF SAID LOT 1, A DISTANCE OF 8.10 FEET; THENCE NORTH 89°35'56" EAST, 70.89 FEET TO THE EAST LINE OF THE WEST 12.00 FEET OF SAID LOT 2; THENCE SOUTH 00°18'47" EAST ALONG SAID EAST LINE, 7.86 FEET TO THE SOUTHEAST CORNER OF THE WEST 12.00 FEET OF SAID LOT 2; THENCE SOUTH 89°24'13" WEST ALONG THE SOUTH LINE OF SAID LOT 1 AND LOT 2, 70.84 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 AC. (566 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE:

THE SOUTH LINE OF BLOCK 16 OF A. MULLARKY'S ADDITION TO CEDAR FALLS ASSUMED TO BEAR NORTH 89°24'13" EAST.

**CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT**

PROPERTY ADDRESS: 1017 W. 1<sup>st</sup> St. COUNTY TAX PARCEL NO.8914-11-228-021  
PARCEL NO. 18  
PROJECT NO. STP-57-2(28)-2C-07  
PROJECT NAME: West 1<sup>st</sup> St. / IA 57 PCC Pavement Reconstruction

THIS AGREEMENT entered into this 21<sup>st</sup> day of November, 2018, by and between Sandra K. Neuman, Seller, and the City of Cedar Falls, Iowa, Buyer.

The Seller agrees to sell and furnish to the Buyer a warranty deed, permanent utility easement and temporary easement agreements, furnished by the Buyer, and the Buyer agrees to purchase the following real estate, or interest in real estate, hereinafter referred to as the premises, described as follows: **See Attached Exhibits**

FEE Acquisition  
See attached

Permanent Utility Easement  
See attached

Temporary Easement  
See attached

and which include the following improvements of whatever type situated on the premises:

1. The premises include the estates, rights, titles and interests, including easements, as are described herein. Seller consents to any change of grade of the street or highway which is adjacent to the premises, and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.
2. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises in accordance with the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. When Buyer has paid Seller the payment amount described in the following paragraph, and when Seller has executed and delivered a warranty deed/permanent easement agreement/ and/or temporary easement agreement(s) [strike inapplicable provisions], conveying title, or an interest in title, to the premises to Seller, as described in this agreement, Buyer shall then be entitled to immediate possession of the premises.

3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, or an interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>10,972.52</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>10,975.00</u>	TOTAL LUMP SUM	

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

Land by Fee Title	<u>496</u>	sq. ft.	\$ <u>4,464.00</u>
Permanent Utility Easement	<u>658</u>	sq. ft.	\$ <u>2,961.00</u>
Temporary Easement	<u>658</u>	sq. ft.	\$ <u>947.52</u>
Miscellaneous/Other	<u>Trees and Lamppost Relo</u>		\$ <u>2,600.00</u>
Buildings			\$ _____
Severance Damages			\$ _____

4. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
6. The Seller warrants that there are no tenants on the premises holding under lease except:  
UNKNOWN.
7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are: \_\_\_\_\_

8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 9 pages.
9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the

Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
11. This written agreement and the attachments together constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.
12. The Seller shall have five years from the date of settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Sandra K. Neuman 11/21/18  
Sandra K. Neuman Date  
N/A  
(spouse) Date

For an acknowledgment in an individual capacity:

State of Iowa  
County of Black Hawk

This record was acknowledged before me on November 21<sup>st</sup>, 2018  
by Sandra K. Neuman, owner Name(s) of individual(s)

Marcie Breitbach  
Signature of notarial officer

Marcie Breitbach  
Printed name of notarial officer  
April 28, 2019  
My commission expires



BUYER'S APPROVAL

By: \_\_\_\_\_  
James P. Brown, Mayor (date)

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC (date)  
City Clerk

MUNICIPALITIES ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
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

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** Matthew Tolan, EI, Civil Engineer II  
**DATE:** November 28, 2018  
**SUBJECT:** 2017 Permeable Alley Project  
Project No. ST-106-3093  
Final Out

The 2017 Permeable Alley Project is complete and ready for final acceptance. The project installed a permeable pavement alley to treat stormwater runoff from adjacent paved surfaces. The project was under contract with Vieth Construction Corp. of Cedar Falls, Iowa. Attached you will find the following final documents:

- Final Pay Estimate (releases retainage)
- Copy of Maintenance Bond, Mike Dolan Concrete and Masonry Inc.

The following lien waivers have been received, reviewed by the Engineering Division and are on file with City Clerk:

<u>Vieth Construction Corp. suppliers:</u> Midland Concrete Products Manatts County Material Corporation BMC Aggregates L.C.	<u>Vieth Construction Corp. Subcontractors:</u> Service Signing Central States Concrete Hardscape Solutions
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This project was primarily funded by the Storm Water Fund and Street Construction Fund.

I certify that the public improvements for the 2017 Permeable Alley Project were completed in reasonable compliance with the project plans and specifications.

  
Matthew Tolan  
11/28/2018  
Date

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

**FINAL PAY ESTIMATE**

DATE: 11-21-2018

PROJECT NAME: 2017 PERMEABLE ALLEY PROJECT

CITY PROJECT NUMBER: ST -108 -3083

BID OPENING: August 29, 2017

DEPARTMENT OF COMMUNITY DEVELOPMENT

CONTRACTOR: VIETH CONSTRUCTION CORP.

**CITY OF CEDAR FALLS  
DEPARTMENT OF COMMUNITY DEVELOPMENT  
ENGINEERING DIVISION  
BI-MONTHLY ESTIMATE  
BID ITEM COSTS**

BID ITEM	DESCRIPTION	UNITS	UNIT PRICE	ESTIMATED QUANTITY	UNITS INSTALLED TO DATE	EXTENDED PRICE	PERCENT ITEM COMPLETION
X 1	TRAFFIC CONTROL	L.S.	\$800.00	1.0	1.0	\$800.00	100.00%
X 2	CLEARING AND GRUBBING	EACH	\$200.00	15.0	26.0	\$5,200.00	173.33%
X 3	REMOVAL OF CURB & GUTTER	S.Y.	\$14.00	30.3	0.0	\$0.00	0.00%
X 4	REMOVAL OF DRIVEWAY	S.Y.	\$14.00	57.0	67.3	\$942.20	118.07%
X 5	REMOVAL OF SIDEWALK	S.Y.	\$33.00	12.5	7.8	\$257.40	62.40%
X 6	REMOVAL OF PAVEMENT	S.Y.	\$19.00	18.3	101.2	\$1,922.80	553.01%
X 7	REMOVALS AS PER PLAN	UNITS	\$400.00	6.0	6.0	\$2,400.00	100.00%
X 8	EXCAVATION, CLASS 10, ROADWAY WASTE	C.Y.	\$17.50	280.50	289.70	\$5,089.75	111.21%
X 9	EXCAVATION, COMPACTED SUITABLE FILL, CONTRACTOR FURNISH	C.Y.	\$38.00	10.0	5.7	\$218.60	57.00%
X 10	INTAKE, DOUBLE FLAT	EACH	\$3,200.00	2.00	2.00	\$6,400.00	100.00%
X 11	INTAKE, TYPE D	EACH	\$2,900.00	1.00	1.00	\$2,900.00	100.00%
X 12	STORM SEWER, 18" PERF. HDPE	L.F.	\$68.00	370.0	364.0	\$24,752.00	98.38%
X 13	STORM SEWER, 24" RCP, CLASS III	L.F.	\$85.00	28.0	25.2	\$2,142.00	90.00%
X 14	PIPE APRON, 24" RCP, CLASS III	EACH	\$2,200.00	1.0	1.0	\$2,200.00	100.00%
X 15	GEOTEXTILE FABRIC, PERMEABLE	S.Y.	\$1.25	856.0	834.0	\$1,042.50	97.43%
X 16	STORAGE AGGREGATE - BASE LAYER (IDOT GRADATION #13, CLASS 2, 3" CLEAN)	S.Y.	\$12.00	\$21.0	\$29.0	\$6,348.00	101.54%
X 17	STONE AGGREGATE - CHOKE LAYER (IDOT GRADATION #3, CLASS 2, 1" CLEAN)	S.Y.	\$8.50	\$21.0	\$29.0	\$3,438.50	101.54%
X 18	REVTMENT STONE, CLASS D	TONS	\$55.00	30.0	13.92	\$765.60	46.40%
X 19	CONCRETE COLLAR, 6" P.C.C., CLASS C, 5' WIDTH	S.Y.	\$76.00	374.0	369.7	\$28,097.20	98.85%
X 20	CURB & GUTTER, 7" P.C.C./HMA	S.Y.	\$87.00	30.3	0.0	\$0.00	0.00%
X 21	GRAVEL HEADER, 1" ROADSTONE	S.Y.	\$25.00	18.6	22.0	\$550.00	118.28%
X 22	CONCRETE HEADER, 6" P.C.C., CLASS C	S.Y.	\$98.00	30.5	20.9	\$2,048.20	68.52%
X 23	DRIVEWAY, 6" P.C.C., CLASS C	S.Y.	\$83.00	41.1	61.5	\$5,104.50	149.84%
X 24	SIDEWALK, 4" P.C.C., CLASS C	S.Y.	\$95.00	22.3	0.0	\$0.00	0.00%
X 25	P.C.C./HMA UTILITY PATCH	S.Y.	\$205.00	18.3	101.5	\$20,807.50	554.64%
X 26	PERMEABLE CLAY BLOCK PAVERS	S.F.	\$15.00	1,324.0	1347.1	\$20,206.50	101.74%
X 27	TOPSOIL, FURNISH AND SPREAD	C.Y.	\$20.00	20.0	7.0	\$140.00	35.00%
X 28	HYDRAULIC MULCHING (TYPE 1, PERMANENT LAWN MIXTURE)	S.F.	\$2.00	500.0	250.0	\$500.00	50.00%
X 29	WATTLES	L.F.	\$19.00	20.0	28.0	\$551.00	145.00%
X 30	STREET & ALLEY SWEEPING/VACUUMING	HRS	\$108.00	5.0	1.0	\$108.00	20.00%
X 31	VALVE ADJUSTMENT	EACH	\$285.00	1.0	0.0	\$0.00	0.00%
X 32	INTAKE, SEDIMENT FILTER	L.F.	\$20.00	15.0	0.0	\$0.00	0.00%
X 33	INTAKE WELL, SEDIMENT FILTER	EACH	\$103.00	3.0	0.0	\$0.00	0.00%
X 34	CLEANING OF SEDIMENT FILTER BASINS	EACH	\$103.00	3.0	0.0	\$0.00	0.00%
X 8001	GRANULAR SUBBASE	S.Y.	\$16.00	88.1	88.1	\$1,409.60	100.00%
X 8002	TREE REMOVAL	EACH	\$1,700.00	1.0	1.0	\$1,700.00	100.00%

ITEM DENOTATION

X = Final Quantity

Total Amount of Work Completed to Date:

Percent of Work Completed to Date:

\$148,019.86

112.39%

Less Retained Percentage (5.0%)

Less previous payments:

AMOUNT DUE THIS ESTIMATE

\$ -

0.00%

\$ 140,818.88

106.77%

\$ 7,400.99

5.00%

Contract Bid Price: \$131,688.06

CHECKED BY

SIGNED:

Matthew Tolan, Engineer II

THIS FINAL PAY ESTIMATE, AS SUBMITTED, HAS BEEN REVIEWED AND IS APPROVED BY VIETH CONSTRUCTION CORP.

PRINTED NAME: Alex Weber

SIGNATURE: *Alex Weber* 11/26/18

ESTIMATE PREPARED BY: JIM ACKLES, Engineering Technician II

## Performance, Payment, and Maintenance Bond

SURETY BOND NO. 2260986

KNOW ALL BY THESE PRESENTS:

That we, Vieth Construction Corporation, as Principal (hereinafter the "Contractor" or "Principal" and North American Specialty Insurance Company as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of ---One Hundred Thirty One Thousand Six Hundred Ninety Eight & 05/100--- (\$ ---131,698.05---), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the \_\_\_\_\_ day of \_\_\_\_\_, 2017, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

**2017 Permeable Alley Project  
Paving / Pavers / Storm Sewer  
Project ST-106-3093**

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:
- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of  2  year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
  - B. To keep all work in continuous good repair; and
  - C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

**Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.**

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be

fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in the Iowa District Court for Polk County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Witness our hands, in triplicate, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**Surety Countersigned By:**

**not required**  
\_\_\_\_\_  
Signature of Agent

\_\_\_\_\_  
Printed Name of Agent

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Company Telephone Number

**FORM APPROVED BY:**

\_\_\_\_\_  
Attorney for Owner

**PRINCIPAL:**

**Vieth Construction Corporation**  
\_\_\_\_\_  
Contractor

By: *Tony Vieth*  
Signature  
*pms.*  
Title

**SURETY:**

**North American Specialty Insurance Company**  
\_\_\_\_\_  
Surety Company

By: *Dione R. Young*  
Signature Attorney-in-Fact Officer

**Dione R. Young, Attorney-in-Fact**  
\_\_\_\_\_  
Printed Name of Attorney-in-Fact Officer

**Holmes, Murphy and Associates, LLC**  
\_\_\_\_\_  
Company Name

**P. O. Box 9207**  
\_\_\_\_\_  
Company Address

**Des Moines, IA 50306-9207**  
\_\_\_\_\_  
City, State, Zip Code

**(515) 223-6800**  
\_\_\_\_\_  
Company Telephone Number

**NOTE:**

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

JAY D. FREIERMUTH, CRAIG E. HANSEN, BRIAN M. DEIMERLY, SHIRLEY S. BARTENHAGEN, CINDY BENNETT, ANNE CROWNER,

TIM McCULLOH,, STACY VENN, DIONE R. YOUNG, and WENDY ANN CASEY JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

By Mike A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 17 day of August, 20 17.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 17 day of August, 20 17, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President

of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this day of 2017.

# RELEASE AND WAIVER OF LIEN

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **Service Signing**, by its duly authorized agent, hereby acknowledges receipt of total payment in the amount of \$ 750.00 (705.00 and retainage due at closeout of \$45.00 less bond), and does hereby waive, release and relinquish any claims and demands including any lien or right to claim a lien for labor and materials furnished on the following described property:

## 2017 CEDAR FALLS PERMEABLE ALLEY

This Release and Waiver of Lien constitutes a discharge, release and waiver of any right to further payment and any mechanic's or materialmen's lien or right to lien for any and all work and labor done and performed or any and all materials or both, furnished to Vieth Construction Co. for improvement of the above described property.

The undersigned hereby represents and warrants that all labor and/or materials furnished or used on the above described property for which this Release and Waiver of Lien is executed have been paid in the indicated amount.

IN WITNESS THEREOF, the undersigned has caused this Release and Waiver of Lien to be duly executed this 27 day of August, 2018.

Service Signing LC  
COMPANY NAME  
Allison Bamberger  
(Signature)  
BY: ALLISON BAMBERGER  
(Print Name)  
ITS: VP  
(Title)

SWORN TO AND SUBSCRIBED before me this 27 day of August, 2018.



Notary Public: Cristi Hagedorn  
State of Iowa  
My Commission Expires: 10-2-2018

\* Please Return to Vieth Construction Corp 6419 Nordic Dr Cedar Falls, IA 50613\*

# RELEASE AND WAIVER OF LIEN

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **Central States Concrete**, by its duly authorized agent, hereby acknowledges receipt of total payment in the amount of **\$ 44,188.90 (41,979.46 and retainage due at closeout of \$2,209.44)**, and does hereby waive, release and relinquish any claims and demands including any lien or right to claim a lien for labor and materials furnished on the following described property:

**2017 CEDAR FALLS PERMEABLE ALLEY**

This Release and Waiver of Lien constitutes a discharge, release and waiver of any right to further payment and any mechanic's or materialmen's lien or right to lien for any and all work and labor done and performed or any and all materials or both, furnished to Vieth Construction Co. for improvement of the above described property.

The undersigned hereby represents and warrants that all labor and/or materials furnished or used on the above described property for which this Release and Waiver of Lien is executed have been paid in the indicated amount.

IN WITNESS THEREOF, the undersigned has caused this Release and Waiver of Lien to be duly executed this 27<sup>th</sup> day of July, 2018.

This pay estimate reflects the final quantities from the engineer for the CF PERMEABLE ALLEY Project. VCC #17-021

Please review your items, check the quantities and return this form to me by Friday, August 31, 2018. If a response has not been received then we will assume that you are in agreement with the quantities. Thanks

Karl Jensen  
mgr.viethconstruction@comcast.net

Central States Concrete LLC  
COMPANY NAME  
[Signature]  
(Signature)  
BY: Eric Zickerman  
(Print Name)  
ITS: President + General Manager  
(Title)

Quantities are in agreement with our records  
SWORN TO AND SUBSCRIBED before me this 27<sup>th</sup> day of August, 2018.

Notary Public: [Signature]  
State of Iowa

My Commission Expires: 4/19/19  
AILEEN M. YANCEY  
Commission Number 778077  
My Commission Expires 4/19/19

\* Please Return to Vieth Construction Corp 6419 Nordic Dr Cedar Falls, IA 50613\*

### RELEASE AND WAIVER OF LIEN

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **Hardscape Solutions**, by its duly authorized agent, hereby acknowledges receipt of total payment in the amount of \$ 15,478.18 (14,364.80 and retainage due at closeout of \$1,113.38), and does hereby waive, release and relinquish any claims and demands including any lien or right to claim a lien for labor and materials furnished on the following described property:

**2017 CEDAR FALLS PERMEABLE ALLEY**

This Release and Waiver of Lien constitutes a discharge, release and waiver of any right to further payment and any mechanic's or materialmen's lien or right to lien for any and all work and labor done and performed or any and all materials or both, furnished to Vieth Construction Co. for improvement of the above described property.

The undersigned hereby represents and warrants that all labor and/or materials furnished or used on the above described property for which this Release and Waiver of Lien is executed have been paid in the indicated amount.

IN WITNESS THEREOF, the undersigned has caused this Release and Waiver of Lien to be duly executed this 24<sup>th</sup> day of August, 2018.

Hardscape Solutions of Iowa Inc.  
COMPANY NAME

[Signature]  
(Signature)

BY: Curtis Richey  
(Print Name)

ITS: President  
(Title)

SWORN TO AND SUBSCRIBED before me this 24<sup>th</sup> day of August, 2018.

Notary Public: [Signature]

State of Iowa

My Commission Expires: 7-31-19



\* Please Return to Vieth Construction Corp 6419 Nordic Dr Cedar Falls, IA 50613\*



## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

### MEMORANDUM *Engineering Division*

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

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

**DATE:** November 29, 2018

**SUBJECT:** Levee/Floodwall System Improvements Project  
City Project Number FL-000-1975  
Change Order No. 3

The City of Cedar Falls has awarded the Levee/Floodwall System Improvements Project to Iowa Bridge and Culvert, LC of Washington, Iowa. This contractor will be raising the level of flood protection along the length of the levee by approximately two (2) feet. The improvements to the system will involve both new structural walls as well as increased earthen sections. The levee is approximately 6,100 linear feet long, beginning at Center Street, running east and south along the Cedar River, and ending at the Western Homes Community just south of E. 9th Street.

As introduced during the July 16, 2018 Council Committee of the Whole, attached is a change order for additional work for the Levee/Floodwall System Improvements Project in the amount of \$84,020.25. The funding for this project, including change orders, will be provided by an Iowa Flood Management Program grant.

The Department of Community Development recommends approving and executing the change order with Iowa Bridge and Culvert, LC. for the Levee/Floodwall System Improvements Project.

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

**CHANGE ORDER NO. Three (3)**

**PROJECT:** Levee/Floodwall System Improvements  
City of Cedar Falls  
11/29/2018

**CONTRACTOR:** Iowa Bridge & Culvert  
409 North Ave B  
Washington, IA 52353

**OWNER:** City of Cedar Falls

**SNYDER & ASSOCIATES PROJECT # :** 117.0950.08

**You are directed to make the following changes in this contract which include the attached Exhibits A:**

- C3-1 Segment 5 Storm Sewer Apron Guard
- C3-2 Segment 1 Little Giant Lift Station Concrete Ballast
- C3-3 Segment 3 New Flood Control America Stop Logs
- C3-4 Segment 5 Exploratory Excavation
- C3-5 Segment 4 Wall Support
- C3-6 Segment 1 Concrete Bollard
- C3-7 Segment 3 Lower Wall Tie-in
- C3-8 Segment 5 PCC Paving Cold Weather Protection
- C3-9 Segment 4 Additional Electrical Circuitry

**Reason for changes:**

- C3-1 An apron guard was added to the 18" pipe apron, O-106.
- C3-2 A concrete ballast was installed around the anti-float ring of the Little Giant Lift Station to reduce the likelihood of bouyancy forces moving the structure.
- C3-3 New stop logs were ordered in lieu of using the existing stop logs. The new stop logs should provide a better fit in the structure.
- C4-4 Exploratory excavation was necessary to find where a PVC conduit led adjacent to the storm sewer in the Western Homes parking lot. The pipe reached bed rock and no further excavation was performed. Pipe was capped. Amount based on a time and labor basis.
- C3-5 Support of upper Segment 4 wall was implemented to reduce the likelihood of the upper Segment 4 wall moving while the lower Segment 4 wall was being constructed.
- C3-6 An additional concrete bollard was added around the Ice House Museum Lift Station.
- C3-7 Lower wall required additional labor, equipment, and materials not detailed in the plans to tie into existing infrastructure
- C3-8 Weather conditions dictated that cold weather PCC paving protection was needed. Amount for this item represents a 50/50 cost split between the City and IBC.
- C3-9 Additional electrical work was necessary in Segment 4 due to insufficient existing electrical infrastructure. New conduit and circuitry is needed in addition to electrical work shown in the plan set.

**Cost Breakdown: (Quantities are Estimated)**

Item	Description	Bid Quantity	Updated Quantity	Quantity Change	Unit	Unit Price	Total
C3-1	Segment 5 Storm Sewer Apron Guard	0	1	1	EA	\$ 1,599.68	\$ 1,599.68
C3-2	Segment 1 Little Giant Lift Station Concrete Ballast	0	1	1	LS	\$ 3,831.93	\$ 3,831.93
C3-3	Segment 3 New Flood Control America Stop Logs	0	1	1	LS	\$ 11,330.00	\$ 11,330.00
C3-4	Segment 5 Exploratory Excavation	0	1.25	1.25	HR	\$ 255.00	\$ 318.75
C3-5	Segment 4 Wall Support	0	1	1	LS	\$ 51,719.07	\$ 51,719.07
C3-6	Segment 1 Concrete Bollard	0.00	1.00	1.00	EA	\$ 555.50	\$ 555.50
C3-7	Segment 3 Lower Wall Tie-in	0.00	1.00	1.00	LS	\$ 868.32	\$ 868.32
C3-8	Segment 5 PCC Paving Cold Weather Protection	0.00	1.00	1.00	LS	\$ 2,500.00	\$ 2,500.00
C3-9	Segment 4 Additional Electrical Circuitry	3,666.00	4,456.00	790.00	LF	\$ 14.30	\$ 11,297.00
<b>This change will result in a net increase in the cost of the project of:</b>							<b>\$ 84,020.25</b>

**This change will result in a net increase in the allowable time for the project of:**

Deadline for This Work Only:	N/A
Change in Working Days:	40
<b>Working Days</b>	

Approved Original Contract Amount	150	\$3,609,458.35
Total of Previous Approved Change Orders	26	\$390,560.00
Project Total Prior to This Change Order	176	\$4,000,018.35
Change Order No. 3:	40	\$84,020.25
<b>CONTRACT TOTAL (INCLUDING ALL CHANGE ORDERS TO-DATE):</b>	<b>216</b>	<b>\$4,084,038.60</b>

The change described herein is understood, and the terms of settlement are hereby agreed to:

By:  Engineer - Snyder & Associates, Inc. (approval recommended) Date: 11/29/18

By:  Contractor - Iowa Bridge & Culvert Date: 11/29/18

By:  City of Cedar Falls Date: 11/29/18



## DEPARTMENT OF COMMUNITY DEVELOPMENT

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220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-268-5161  
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**MEMORANDUM**  
*Engineering Division*

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

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

**DATE:** November 29, 2018

**SUBJECT:** Professional Services Agreement  
Lakeshore Storm Sewer Analysis  
Clapsaddle-Garber Associates, Inc.  
Project No. DR-346-3175

Please find attached the Professional Services Agreement with Clapsaddle-Garber Associates, Inc. that outlines the scope of services and costs for a storm sewer analysis of Lakeshore Drive and Lilliput Lane.

Clapsaddle-Garber Associates, Inc. was the firm selected by Community Development. The enclosed agreement with Clapsaddle-Garber Associates, Inc. provides a survey of existing infrastructure, hydraulic modeling of the corridor, and will provide cost estimates based on the results. The cost of this agreement is in the amount not to exceed \$4,000.00. The cost will be covered by the Storm Water Fund.

The Department of Community Development requests your consideration and approval of this Professional Service Agreement with Clapsaddle-Garber Associates, Inc. for the Lakeshore Storm Sewer Analysis.

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

xc: Stephanie Houk Sheetz, Director of Community Development  
Jon Resler, PE, City Engineer



## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

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

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

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

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## PROFESSIONAL SERVICE AGREEMENT

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**Lakeshore Storm Sewer Analysis  
Cedar Falls, Iowa  
City Project Number: DR-346-3175**

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**This Agreement** is made and entered by and between Clapsaddle-Garber Associates, Inc., 16 East Main Street, Marshalltown, Iowa 50158, hereinafter referred to as "CONSULTANT" and City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa, hereinafter referred to as "CLIENT."

**IN CONSIDERATION** of the covenants hereinafter set forth, the parties hereto mutually agree as follows:

**I. SCOPE OF SERVICES**

CONSULTANT shall perform professional Services (the "Services") in connection with CLIENT's facilities in accordance with the Scope of Services set forth in Exhibit A attached hereto.

**II. CONSULTANT'S RESPONSIBILITIES**

CONSULTANT shall, subject to the terms and provisions of this Agreement:

- (a) Appoint one or more individuals who shall be authorized to act on behalf of CONSULTANT and with whom CLIENT may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon CONSULTANT as to all matters pertaining to this Agreement and the performance of the parties hereunder.
- (b) Use all reasonable efforts to complete the Services within the time period mutually agreed upon, except for reasons beyond its control, as set forth in Exhibit A.
- (c) Perform the Services in accordance with generally accepted professional engineering standards in existence at the time of performance of the Services. If during the two year period following the completion of Services, it is shown that there is an error in the Services solely as a result of CONSULTANT's failure to meet these standards, CONSULTANT shall re-perform such substandard Services as may be necessary to remedy such error at no cost to CLIENT. Since CONSULTANT has no control over local conditions, the cost of labor and materials, or over competitive bidding and market conditions, CONSULTANT does not guarantee the accuracy of any construction cost estimates as compared to contractor's bids or the actual cost to the CLIENT. CONSULTANT makes no other warranties either express

or implied and the parties' rights, liabilities, responsibilities and remedies with respect to the quality of Services, including claims alleging negligence and breach of warranty shall be exclusively those set forth herein.

- (d) CONSULTANT shall, if requested in writing by CLIENT, for the protection of CLIENT, require from all vendors and subcontractors from which CONSULTANT procures equipment, materials or services for the project, guarantees with respect to such equipment, materials and services. All such guarantees shall be made available to CLIENT to the full extent of the terms thereof. CONSULTANT's liability with respect to such equipment, and materials obtained from vendors or services from subcontractors, shall be limited to procuring guarantees from such vendors or subcontractors and rendering all reasonable assistance to CLIENT for the purpose of enforcing the same.
- (e) CONSULTANT will be providing estimates of costs to the CLIENT covering an extended period of time. CONSULTANT does not have control over any such costs, including, but not limited to, costs of labor, material, equipment or services furnished by others or over competitive bidding, marketing or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, it is acknowledged and understood that any estimates, projections or opinions of probable project costs provided herein by CONSULTANT are estimates only, made on the basis of CONSULTANT's experience and represent CONSULTANT's reasonable judgment as a qualified professional. CONSULTANT does not guarantee that proposals, bids or actual project costs will not vary from the opinions of probable costs prepared by CONSULTANT, and the CLIENT waives any and all claims that it may have against CONSULTANT as a result of any such variance.

### **III. CLIENT'S RESPONSIBILITIES**

CLIENT shall at such times as may be required for the successful and expeditious completion of the Services:

- (a) Provide all criteria and information as to CLIENT's requirements; obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the project; and designate a person with authority to act on CLIENT's behalf on all matters concerning the Services.
- (b) Furnish to CONSULTANT all existing studies, reports and other available data pertinent to the Services, and obtain additional reports, data and services as may be required for the project. CONSULTANT shall be entitled to rely upon all such information, data and the results of such other services in performing its Services hereunder.

### **IV. INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS**

The provisions of the document entitled, "Insurance Requirements for Contractors for the City of Cedar Falls," dated December 13, 2011 as revised January 31, 2017 consisting of 11 pages, which are attached hereto, marked Exhibit B, are hereby made a part of this Agreement as if set out word for word herein.

CONSULTANT shall furnish to CLIENT a certificate or certificates of insurance containing all coverages, endorsements and other provisions required by the Insurance Requirements set forth in Exhibit B. In the event of any conflict between the provisions of Exhibit B and the other terms of this Agreement, the provisions of Exhibit B shall control.

CONSULTANT shall obtain and maintain an insurance policy or policies that meet the provisions set out in the Insurance Requirements for Contractors for the City of Cedar Falls, attached hereto and marked Exhibit B.

**V. STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF CEDAR FALLS**

The provisions of the documents entitled "Standard Terms and Conditions for Contracts Between Contractors Who Perform Professional Services and the City of Cedar Falls," consisting of two pages are incorporated into this Agreement by the Client and attached as Exhibit C.

**VI. COMPENSATION AND TERMS OF PAYMENT**

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 a fee of Four Thousand Dollars (\$4,000.00).

CONSULTANT may bill the CLIENT monthly for services completed at the time of billing. CLIENT agrees to pay CONSULTANT the full amount of such invoice within thirty (30) days after receipt thereof. In the event CLIENT disputes any invoice item, CLIENT shall give CONSULTANT written notice of such disputed item within ten (10) days after receipt of invoice and shall pay to CONSULTANT the undisputed portion of the invoice according to the provisions hereof. CLIENT agrees to abide by any applicable statutory prompt pay provisions currently in effect.

**VII. TERMINATION**

CLIENT may, with or without cause, terminate the Services at any time upon fourteen (14) days written notice to CONSULTANT. The obligation to provide further Services under this Agreement may be terminated by either party upon fourteen (14) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, providing such defaulting party has not cured such failure, or, in the event of a non-monetary default, commenced reasonable actions to cure such failure. In either case, CONSULTANT will be paid for all expenses incurred and Services rendered to the date of the termination in accordance with compensation terms of Article VI.

**VIII. OWNERSHIP OF DOCUMENTS**

(a) Sealed original drawings, specifications, final project specific calculations and other instruments of service which CONSULTANT prepares and delivers to CLIENT pursuant to this Agreement shall become the property of CLIENT when CONSULTANT has been compensated for Services rendered. CLIENT shall have the right to use such instruments of service solely for the purpose of the construction, operation and maintenance of the Facilities. Nothing contained in this paragraph shall be construed as limiting or depriving CONSULTANT of its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement.

(b) Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced and CONSULTANT makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings and the electronic files, the sealed drawings will govern.

**IX. MEANS AND METHODS**

- (a) CONSULTANT shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by CLIENT's construction contractors. Nor shall CONSULTANT be responsible for the supervision of CLIENT's construction contractors, subcontractors or of any of their employees, agents and representatives of such contractors; or for inspecting machinery, construction equipment and tools used and employed by contractors and subcontractors on CLIENT's construction projects and shall not have the right to stop or reject work without the thorough evaluation and approval of the CLIENT. In no event shall CONSULTANT be liable for the acts or omissions of CLIENT's construction contractors, subcontractors or any persons or entities performing any of the construction work, or for the failure of any of them to carry out construction work under contracts with CLIENT.

**X. INDEPENDENT CONTRACTOR**

CONSULTANT shall be an independent contractor with respect to the Services to be performed hereunder. Neither CONSULTANT nor its subcontractors, nor the employees of either, shall be deemed to be the servants, employees, or agents of CLIENT.

**XI. PRE-EXISTING CONDITIONS**

Anything herein to the contrary notwithstanding, CONSULTANT shall have no legal responsibility or liability for any and all pre-existing contamination. "Pre-existing contamination" is any hazardous or toxic substance present at the site or sites concerned which was not brought onto such site or sites by CONSULTANT. CLIENT agrees to release CONSULTANT from and against any and all liability to the CLIENT which may in any manner arise in any way directly or indirectly caused by such pre-existing contamination except if such liability arises from CONSULTANT's sole negligence or willful misconduct.

CLIENT shall, at CLIENT's sole expense and risk, arrange for handling, storage, transportation, treatment and delivery for disposal of pre-existing contamination. CLIENT shall be solely responsible for obtaining a disposal site for such material. CLIENT shall look to the disposal facility and/or transporter for any responsibility or liability arising from improper disposal or transportation of such waste. CONSULTANT shall not have or exert any control over CLIENT in CLIENT's obligations or responsibilities as a generator in the storage, transportation, treatment or disposal of any pre-existing contamination. CLIENT shall complete and execute any governmentally required forms relating to regulated activities including, but not limited to generation, storage, handling, treatment, transportation, or disposal of pre-existing contamination.

For CONSULTANT's Services requiring drilling, boring, excavation or soils sampling, CLIENT shall approve selection of the contractors to perform such services, all site locations, and provide CONSULTANT with all necessary information regarding the presence of underground hazards, utilities, structures and conditions at the site.

**XII. DISPUTE RESOLUTION**

If a dispute arises out of, or relates to, the breach of this Agreement and if the dispute cannot be settled through negotiation, then the CONSULTANT and the CLIENT agree to submit the dispute to mediation. In the event CONSULTANT or the CLIENT desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission to mediation. The expenses of the mediator shall be shared 50

percent by CONSULTANT and 50 percent by the CLIENT. This requirement to seek mediation shall be a condition required before filing an action at law or in equity. However, prior to or during the negotiations or the mediation either party may initiate litigation that would otherwise be barred by a statute of limitations, and CONSULTANT may pursue any property liens or other rights it may have to obtain security for the payment of its invoices.

This Agreement shall be governed by the laws of the State of Iowa and any action at law or other judicial proceeding arising from this Agreement shall be instituted in Black Hawk County District Court, Waterloo, Iowa.

**XIII. MISCELLANEOUS**

- (a) This Agreement constitutes the entire agreement between the parties hereto and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the parties and may not be changed, modified, or amended except in writing signed by the parties hereto. In the event of any conflict between this contract document and any of the exhibits hereto, the terms and conditions of Exhibit C shall control. In the event of any conflict among the exhibits, Exhibit C shall control.
- (b) This Agreement shall be governed by the laws of the State of Iowa.
- (c) CONSULTANT may subcontract any portion of the Services to a subcontractor approved by CLIENT. In no case shall CLIENT's approval of any subcontract relieve CONSULTANT of any of its obligations under this Agreement.
- (d) In the event CLIENT uses a purchase order form to administer this Agreement, the use of such form shall be for convenience purposes only, and any typed provision in conflict with the terms of this Agreement and all preprinted terms and conditions contained in or on such forms shall be deemed stricken and null and void.
- (e) This Agreement gives no rights or benefits to anyone other than CLIENT and CONSULTANT and does not create any third party beneficiaries to the Agreement.
- (f) Except as may be explicitly set forth above, nothing contained in this Agreement or its exhibits limits the rights and remedies, including remedies related to damages, of either party that are available to either party under the law.

**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: 

Printed Name: James P. Brown

Printed Name: Matt Garbar

Title: Mayor of Cedar Falls

Title: President

Date: \_\_\_\_\_

Date: 11-28-18

## **Exhibit A**

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### **Lakeshore Storm Sewer Analysis Cedar Falls, Iowa City Project Number: DR-346-3175**

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#### **SCOPE OF SERVICE**

1. CGA shall perform a field topographic survey to obtain additional information on the existing storm sewer network on Lakeshore Drive and Lilliput Lane in Cedar Falls, Iowa.
2. CGA shall prepare a hydraulic model and summary reports of the below scenarios:
  - a. Existing storm sewer network on Lakeshore Drive and Lilliput Lane and proposed Park Ridge storm network in order to establish the existing conditions during multiple storm events.
  - b. Storm intake and storm sewer upgrades at current locations on Lakeshore Drive and Lilliput Lane.
  - c. Additional upstream intakes on Lakeshore Drive and Lilliput Lane targeted to minimize sump ponding frequency at the existing sump locations on Lakeshore Drive.
3. CGA shall prepare exhibits and opinion of cost for above scenarios.

## Exhibit B

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**Lakeshore Storm Sewer Analysis  
Cedar Falls, Iowa  
City Project Number DR-346-3175**

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Original 12/13/11  
Revision 01/31/2017

### **INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS**

\*\*\* This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term "contractor" as used in this document shall be defined as the general contractor, artisan contractor, or design contractor that will be performing work for the City of Cedar Falls under contract.

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. All Certificates of Insurance required hereunder shall include the Cancellation & Material Change Endorsement. A copy of this endorsement is attached in Exhibit 1.
3. Contractor shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required in Exhibit 1. Such Certificates shall include copies of the following endorsements:
  - a) Commercial General Liability policy is primary and non-contributing
  - b) Commercial General Liability additional insured endorsement – See Exhibit 1
  - c) Governmental Immunities Endorsement – See Exhibit 1

Copies of additional insured endorsements, executed by an authorized representative from an Insurer duly licensed to transact business at the location of the jobsite, must be provided prior to the first payment.

Contractor shall, upon request by the City, provide Certificates of Insurance for all subcontractors and sub-sub contractors who perform work or services pursuant to the provisions of this contract.

4. Each certificate shall be submitted to the City of Cedar Falls.

5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
6. Failure of the Contractor to maintain the required insurance shall constitute a default under this Contract, and at City's option, shall allow City to terminate this Contract for cause and/or purchase said insurance at Contractor's expense.
7. Contractor shall be required to carry the following minimum coverage/limits or greater, if required by law or other legal agreement; as per Exhibit 1:
  - This coverage shall be written on an occurrence, not claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.
  - Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the Work to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
  - Governmental Immunity endorsement identical or equivalent to form attached.
  - Additional Insured Requirement – See Exhibit 1.  
The City of Cedar Falls, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers shall be named as an additional insured on General Liability Policies for all classes of contractors.

Contractors shall include coverage for the City of Cedar Falls as an additional insured including ongoing and completed operations coverage equivalent to: ISO CG 20 10 07 04\* and ISO CG 20 37 07 04\*\*

\* ISO CG 20 10 07 04 "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization"

\*\* ISO CG 20 37 07 04 "Additional Insured – Owners, Lessees or Contractors – Completed Operations"

8. Errors & Omissions: If the contract's scope of services includes design work or other professional services, then Contractor shall maintain insurance coverage for errors, omissions and other wrongful acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. Contractor shall maintain continuous Errors & Omissions coverage for a period commencing no later than the date of the contract, and continuing for a period of no less than 2 years from the date of completion of all work completed or services performed under the contract. The limit of liability shall not be less than \$1,000,000.

9. Separation of Insured's Provision: If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

10. Limits: By requiring the insurance as set out in this Contract, City does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities provided to City in this Contract. The City will have the right at any time to require liability insurance greater than that otherwise specified in Exhibit 1. If required, the additional premium or premiums payable shall be added to the bid price.

11. Indemnification (Hold Harmless) Provision: To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages which may be asserted, claimed or recovered against or from the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damages, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to the provisions of this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor. It is the intention of the parties that the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa shall not be liable or in any way responsible for the injury, damage, liability, loss or expense incurred by the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the work and/or services performed by the

Contractor pursuant to the provisions of this contract, except for and to the extent caused by the negligence of the City of Cedar Falls, Iowa.

The Contractor expressly assumes full responsibility for damages or injuries which may result to any person or property by reason of or in connection with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor, and agrees to pay the City of Cedar Falls, Iowa for all damages caused to the City of Cedar Falls, Iowa premises resulting from the work and/or services of the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor to the extent arising out of such errors, omissions or negligent acts.

The Contractor represents that its activities pursuant to the provisions of this contract will be performed and supervised by adequately trained and qualified personnel, and the Contractor will observe, and cause its officers, employees, subcontractors and others affiliated with the Contractor to observe all applicable safety rules.

12. Waiver of Subrogation: To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this contract or arising out of the work performed under this contract. The Contractor's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

### **Completion Checklist**

- Certificate of Liability Insurance (2 pages)
- Additional Insured CG 20 10 07 04
- Additional Insured CG 20 37 07 04
- Governmental Immunities Endorsement

**EXHIBIT 1 – INSURANCE SCHEDULE**

**General Liability (Occurrence Form Only):**

Commercial General Liability	
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

**Automobile:** (Combined Single Limit) \$1,000,000

If the Contractor does not own any vehicles, coverage is required on non-owned and hired vehicles.

**Standard Workers Compensation**

Statutory for Coverage A	
Employers Liability:	
Each Accident	\$ 500,000
Each Employee – Disease	\$ 500,000
Policy Limit – Disease	\$ 500,000

**Umbrella:** \$3,000,000

The Umbrella/Excess Insurance shall be written on a per occurrence basis and if the Umbrella/Excess is not written on a follow form basis it shall have the same endorsements as required of the primary policy(ies).

**Errors & Omissions:** \$1,000,000

**CITY OF CEDAR FALLS, IOWA  
ADDITIONAL INSURED ENDORSEMENT**

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds, including ongoing operations CG 2010 07 04 or equivalent, and completed operations CG 2037 07 04 or equivalent. See Specimens.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

**GOVERNMENTAL IMMUNITIES ENDORSEMENT  
(For use when including the City as an Additional Insured)**

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.

5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

**CANCELLATION AND MATERIAL CHANGES ENDORSEMENT**

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Cedar Falls, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached. Contractor agrees to furnish the City with 30 days advance written notice of cancellation, non-renewal, reduction in coverage and/or limits, and 10 days advance written notice of non-payment of premium.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

<b>PRODUCER</b> Your Insurance Agency 123 Main Street Anytown, IA 00000	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____ <b>PRODUCER CUSTOMER ID #:</b> _____													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Carrier should reflect rating of A-, VIII or better</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Carrier should reflect rating of A-, VIII or better		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: Carrier should reflect rating of A-, VIII or better														
INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b> Business Name 123 Main Street Anytown, IA 0000														

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR ITR	TYPE OF INSURANCE	ADDL INSR	SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		<input checked="" type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		<input checked="" type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ _____ RETENTION \$ _____		<input checked="" type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	EACH OCCURRENCE	\$ 3,000,000
							AGGREGATE	\$ 3,000,000
								\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below		N/A	Policy Number	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISABL - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
	Errors & Omissions			Policy Number	01/01/2015	01/01/2016	Each Occurrence	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers are an Additional Insured(s) on the general liability policy on a primary and non-contributory basis (CG2010 & CG2037). Governmental Immunities Endorsement including 30 Days Notice of Cancellation included. Waiver of Subrogation under the Work Comp & Gen Liab.

<b>CERTIFICATE HOLDER</b> City of Cedar Falls 220 Clay Street Cedar Falls, IA 50613	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):
Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**All terms and conditions of this policy apply unless modified by this endorsement.**

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):
Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at

the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

All terms and conditions of this policy apply unless modified by this endorsement.

## Exhibit C

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**Lakeshore Storm Sewer Analysis  
Cedar Falls, Iowa  
City Project Number DR-346-3175**

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2/9/12

**STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN  
CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF  
CEDAR FALLS**

This document outlines the Standard Terms and Conditions for all Contractors who perform work or services for the City of Cedar Falls under a contract. The term, "Contractor," as used in this document, includes an engineer, an architect, and any other design professional providing professional services to the City of Cedar Falls, Iowa, under a contract (but excludes construction contractors).

1. This Contract may not be modified or amended except by a writing signed by an authorized representative of the City of Cedar Falls and of the Contractor.
2. Time is of the essence of this Contract.
3. Contractor shall be an independent contractor with respect to the services to be performed under this Contract. Neither Contractor nor its subcontractors, agents, or employees, shall be deemed to be employees or agents of the City.
4. Contractor shall perform all duties in accordance with all applicable federal, state and local laws and regulations.
5. If Contractor breaches this Contract, the City shall have all remedies available to it at law or in equity.
6. Severability. If any provision of this Contract is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Contract shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.
7. Assignment. Contractor may not assign this Contract or any of its rights or obligations hereunder, without the prior written consent of the City, which consent may be withheld in the sole and absolute discretion of the City.
8. Survival of Obligations. All obligations and duties which by their nature extend beyond the term of this Contract shall survive the expiration or termination of this Contract.

9. **Governing Law; Jurisdiction; Venue and Trial.** This Contract shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Iowa, excluding its conflicts of law rules. The parties hereto agree that the exclusive jurisdiction and venue shall be in the Iowa District Court for Black Hawk County, and in no other jurisdiction or location, and shall not be removed to federal court. The parties hereby agree to waive the right to trial by jury and agree to submit all disputes to a trial by judge alone. The parties agree that no disputes under this Contract shall be submitted to binding arbitration, but may be submitted to mediation by mutual consent of both parties.

10. Any failure of Contractor to comply with the Insurance Requirements for Contractors for the City of Cedar Falls set forth on Attachment A, shall constitute a default under this Contract.

11. **Attorneys' Fees.** In the event of litigation, the City shall under no circumstances be obligated for payment of any attorneys' fees of Contractor or any other party, arising out of such litigation.

12. **Payment.** Payment of Contractor's invoices shall be due no sooner than thirty (30) days from the date of invoice. In the event any invoices are not paid within thirty (30) days, the City shall pay interest thereon at the rate provided for by Section 668.13(3), Code of Iowa, computed monthly.

13. The City shall not be obligated to maintain confidentiality of Contractor documents or records that are furnished to the City if such documents are public records under the Iowa Open Records Law, Chapter 22, Code of Iowa, and the City shall have no responsibility to Contractor for disclosure of such records.

14. Under no circumstances shall the City waive any damages against the Contractor or any other party arising out of any breach of this Contract, whether consequential, indirect, special, or punitive damages.

15. Under no circumstances shall the Contractor's liability to the City be limited to any specific amount or sum, whether that amount is the compensation paid by the City to the Contractor under this Contract, or the dollar amount of coverage provided for in the Insurance Requirements for Contractors for the City of Cedar Falls, Attachment A.

16. No waiver of the City's subrogation rights against the Contractor or any other party shall conflict with the provisions of the City Insurance Requirements, Attachment A.

17. **Limitations Period.** There shall be no limitation, except as provided for by Iowa law, on the period of time within which the City may make any claim against the Contractor or other party under the provisions of this Contract.

18. This Contract shall not be binding on the City unless and until approved by the City Council of the City at a duly constituted meeting, and signed by the Mayor and City Clerk of the City.

19. Warranties. Contractor represents and warrants that all services furnished to the City under this Contract shall be furnished in a skilled and workmanlike manner, in accordance with the degree of skill and care that is required by current, good and sound practices applicable to the Contractor's industry or profession, and as otherwise required by applicable law.

20. Force Majeure. Neither party to this Contract shall be liable to the other party for delays in performing the services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;  
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**GOVERNMENTAL ENTITY AS ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- COMMERCIAL GENERAL LIABILITY COVERAGE FORM
- COMMERCIAL UMBRELLA COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of each Coverage Form to which it is attached apply unless modified by this endorsement.

**SCHEDULE**

<b>Municipality:</b>
<b>Mailing Address:</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Coverage Forms to which this endorsement is attached:**

The following provisions apply to each Coverage Form shown in the Schedule:

**A. CANCELLATION AND MATERIAL CHANGES PROVISION**

Thirty (30) days Advance Written Notice of Cancellation; (45) days Advance Written Notice of Non-Renewal, Reduction in insurance coverage and/or limits; and ten (10) days written notice of cancellation solely for non-payment of premium shall be sent to the address shown in the Schedule.

**B. ADDITIONAL INSURED PROVISION**

The municipality shown in the Schedule, including all its elected and appointed officials, all its "employees" and "volunteer workers," all its boards, commissions and/or authorities and their boards members, "employees," and "volunteer workers," are included as Additional Insureds with respect to liability arising out of the Insured's work and/or services performed for the municipality shown in the Schedule. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

**C. GOVERNMENTAL IMMUNITIES PROVISION**

**1. Nonwaiver of Government Immunity.** The insurance carrier expressly agrees and states that the purchase of this policy and the including of the municipality shown in the Schedule as an Additional Insured does not

waive any of the defenses of governmental immunity available to them under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

- 2. Claims Coverage.** The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
- 3. Assertion of Government Immunity.** The municipality shown in the Schedule shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the municipality shown in the Schedule.
- 4. Non-Denial of Coverage.** The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the municipality shown in the Schedule under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the municipality.
- 5. No Other Change in Policy.** The insurance carrier and the municipality shown in the Schedule agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/27/2018

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

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

PRODUCER Holmes Murphy & Assoc - CR  201 First Street SE, Suite 700  Cedar Rapids, IA 52401	1-800-300-0325	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED Clapsaddle-Garber Associates, Inc.  16 East Main Street #400 PO Box 754 Marshalltown, IA 50158		INSURER(S) AFFORDING COVERAGE	
		INSURER A: BERKLEY INS CO	NAIC # 32603
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

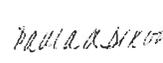
**COVERAGES**                      **CERTIFICATE NUMBER: 54629995**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability (Claims-Made Policy)			AEC902254200	04/14/18	04/14/19	Per Claim 2,000,000 Aggregate 4,000,000

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

Project: Lakeshore Storm Sewer Analysis  
 The professional liability policy contains a Notice of Cancellation endorsement in favor of the City of Cedar Falls as required by written contract with the insured, per policy terms and conditions.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
City of Cedar Falls  220 Clay Street  Cedar Falls, IA 50613  USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/27/2018

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

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

<b>PRODUCER</b> Merit Insurance Solutions, LLC A Division of LMC Insurance & Risk Management 4200 University Ave., Suite 200 West Des Moines IA 50266-5945	<b>CONTACT NAME:</b> Lindsay Gentry	
	<b>PHONE (A/C, No, Ext):</b> 515-237-0150	<b>FAX (A/C, No):</b> 515-244-9535
<b>E-MAIL ADDRESS:</b> lindsay.gentry@lmcins.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Employers Mutual Casualty Company		21415
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

<b>INSURED</b> Clapsaddle-Garber Assoc, Inc. 16-18 E Main Street PO Box 754 Marshalltown IA 50158	CLAPGAR-01
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**COVERAGES** **CERTIFICATE NUMBER:** 1779667515 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	5H33513	7/12/2018	7/12/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Project: Lakeshore Storm Sewer Analysis

Waiver of subrogation applies to the Workers Compensation policy per form WC000313 (04/84) in favor of the City of Cedar Falls, IA, its elected and appointed officials, its directors, employees, agents and volunteers working on behalf of the City of Cedar Falls  
Earlier Notice of Cancellation provided by us - Designated Entity - 30 Days per form IL7338 (05/12) in favor of Any or all persons or organizations subject to a written contract requiring such a notice of agreement

<b>CERTIFICATE HOLDER</b>  City of Cedar Falls 220 Clay Street Cedar Falls IA 50613	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	---



## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

### MEMORANDUM *Engineering Division*

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

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

**DATE:** November 28, 2018

**SUBJECT:** 924 Viking Road  
Sanitary Sewer Easement  
Area 241

The new development, currently under construction, located at 924 Viking in Cedar Falls is acquiring an easement for a private sanitary sewer connection across City property. This sanitary sewer easement will allow for the new development to connect into the City's sewer system. The permanent easement will allow the developer, Hi Yield, LLC and DBD Investments, LLC, to utilize the adjacent City property for the installation and maintenance of the private sanitary sewer. The easement agreement is attached for your review. The cost of the easement is \$4,369.07 borne by Hi Yield, LLC and DBD Investments, LLC to the City.

We recommend that the Easement Agreement with Hi Yield, LLC be accepted by the City Council and recorded at the Black Hawk County Recorder's Office.

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

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**Prepared By: Eric W. Johnson, P.O. Box 178, Waterloo, IA 50704-0178 (319)234-1766**

**After Recording Return To: Eric W. Johnson, P.O. Box 178, Waterloo, IA 50704-0178**

---

### **EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT is entered into by and between Hi Yield, LLC and DBD Investments, LLC (collectively "Grantee") and the City of Cedar Falls, Iowa ("City").

WHEREAS, Grantee is the owner of real estate legally described as:

Lots 1 through 6, inclusive, Viking Road First Addition, Cedar Falls, Iowa ("Grantee Property").

WHEREAS, City is the owner of real estate to the west of Grantee Property ("City Property")

WHEREAS, City wishes to grant an easement on City Property for the right to construct, maintain, and repair a sanitary sewer to serve Grantee Property.

NOW THEREFORE IT IS HEREBY AGREED by and between the parties as follows:

1. **Grant of Easement.** City does hereby grant and convey to Grantee, its successors and assigns, a perpetual easement for the erection, laying, building, and maintenance of a sanitary sewer over, across, on and/or under City Property as shown on the attached Exhibit "A" ("Easement Premises"). Grantee agrees that all provisions of the Cedar Falls Code of Ordinances, including without limitation the Cedar Falls subdivision ordinance, relating to dedication of easements for a sanitary sewer are applicable and binding on Grantee.

2. **Compensation.** Grantee agrees to pay City \$4,369.07 for the sanitary sewer easement which the parties agree is the fair market value, to be paid upon execution of this Agreement.

3. **Construction.** Grantee will be responsible for any erection, laying, building, and maintenance of the sanitary sewer. Upon completion of construction of the sanitary sewer, Grantee will take reasonable steps to restore the Easement Premises to its original condition that existed prior to the construction of the sanitary sewer. Once installed, no hook-up to the sanitary sewer is allowed without consent and approval of the City and compliance with all applicable City ordinances including without limitation payment of any connection or tapping fees.

4. **Running of Benefit and Burdens.** All the provisions of this agreement, including the benefits and burdens, run with the land and are binding on and adhere to the benefit of the heirs, assigns, and successors of the parties.

5. **Indemnification.** Grantee agrees to defend, protect, indemnify and hold harmless City and the City's elected and appointed officials and its officers, employees, agents, and assigns, from and against all claims, demands, liens, costs, losses, expenses and liabilities of any kind, including attorney's fees, arising out of or resulting from or related to the construction, installation or maintenance of the sanitary sewer.

6. **Miscellaneous.**

(a) This Agreement shall be construed, construed, and enforced in accordance with the laws of the State of Iowa.

(b) This Agreement sets forth the entire understanding of the parties and no terms, conditions, or warranties other than those contained herein and no amendments thereto shall be valid unless made in writing and signed by the parties hereto.

(c) This Agreement is subject to approval and acceptance by the City Council of the City.

**Hi Yield, LLC**

  
By: Brent Dahlstrom  
Its: Manager

  
By: James R. Sulentic  
Its: Manager

**DBD Investments, LLC**

  
By: Brent Dahlstrom  
Its: Manager

City of Cedar Falls, Iowa

By: James Brown  
Its: Mayor

Attest:

Jacque Danielsen, City Clerk

State of Iowa \_\_\_\_\_ )  
Black Hawk County \_\_\_\_\_ ) ss.

This record was acknowledged before me on this 26 day of November, 2018, by Brent Dahlstrom and James R. Sulentic, as Managers of Hi Yield, LLC.



*Jill Kraayenbrink*  
Notary Public

State of Iowa \_\_\_\_\_ )  
Black Hawk County \_\_\_\_\_ ) ss.

This record was acknowledged before me on this 26 day of November, 2018, by Brent Dahlstrom, as Manager of DBD Investments, LLC.



*Jill Kraayenbrink*  
Notary Public

State of Iowa \_\_\_\_\_ )  
Black Hawk County \_\_\_\_\_ ) ss.

This record was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2018, by James Brown and Jacque Danielsen, as Mayor and City Clerk, respectively, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public





## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

**MEMORANDUM**  
*Engineering Division*

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

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

**DATE:** November 28, 2018

**SUBJECT:** Maintenance and Repair Agreement  
Post-Construction Stormwater Management Plan  
Six Kids, LLC (Rabo Agrifinance)  
Area 282, 1402 Technology Parkway

The Post-Construction Stormwater Control Ordinance requires a formal maintenance and repair agreement for the stormwater management plan. The Maintenance and Repair Agreement will require the benefited property to undergo, at a minimum, an annual inspection and to maintain records of installation, maintenance and repair activities of the stormwater control devices. The agreement will also create an easement for the City to inspect and repair the stormwater control devices if the property owners fail or refuse to meet the requirements of the Maintenance and Repair Agreement. The Maintenance and Repair Agreement is attached for your review.

The Engineering Division has reviewed the stormwater management plan and Maintenance and Repair Agreement for Six Kids, LLC and finds it in accordance with City Code. The Engineering Division recommends the agreement be accepted by the City Council and recorded at the Black Hawk County Recorder's Office.

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

## STORM WATER MAINTENANCE AND REPAIR AGREEMENT

This Agreement is made and entered into by and between **SIX KIDS, LLC**, (hereinafter "Owner") and the City of Cedar Falls, Iowa (hereinafter "City"), on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

WHEREAS, Owner owns land in the City legally described on Exhibit A attached, that has been developed or will be developed by Owner (hereinafter "Benefited Property"); and

WHEREAS, the City acknowledges that a Storm Water Management Plan as required by Section 27-403 of the City's Code of Ordinances (hereinafter "Plan") has been submitted to and approved by the City; and

WHEREAS, said Plan includes construction of storm water management facilities on Owner's land; and

WHEREAS, a Maintenance and Repair Agreement related to such storm water management facilities which complies with Section 27-408 of the City's Code of Ordinances is required; and

WHEREAS, Owner acknowledges that all of the Benefited Property will benefit from the storm water management facilities; and

WHEREAS, the parties have reached agreement on the terms and conditions of these matters and now desire to set forth their agreement in writing.

NOW, THEREFORE it is mutually agreed by the parties as follows:

1. Owner shall construct at Owner's cost storm water management facilities in compliance with Section 27-408 of the City's Code of Ordinances as set forth in the Plan submitted by Owner (hereinafter "Facilities").

2. Such Facilities shall be constructed as depicted on Exhibit B attached. Any change to the composition of or size, shape or location of the Facilities must be approved by the City.

3. Owner shall be responsible for the inspection, operation, maintenance and repair of the Facilities, and shall make records of the installation, inspections, maintenance and repairs, and shall retain such records for at least twenty-five (25) years or until the Facilities or any portion thereof has been reconstructed. These records shall be made available to the City during any City inspection, and shall be submitted to the City at other reasonable times upon request. Nothing in these record keeping requirements shall be construed to limit in any way the Owner's responsibility to inspect, maintain and repair the Facilities.

a) Owner agrees to comply with the Detention Basin Operation and Maintenance Plan for the Facilities attached as Exhibit C and incorporated herein.

b) Owner agrees to comply with the Maintenance and Inspection Schedule for Storm Water Detention System for the Facilities attached as Exhibit D and incorporated herein.

4. Owner may construct at Owner's cost additional storm water management facilities on the Benefited Properties, upon the written consent of the City, in which case the duties and responsibilities of inspection, operation, maintenance, repair, and record keeping stated in this Agreement shall apply to such additional storm water management facilities.

5. If Owner fails or refuses to meet the requirements of this Agreement, the City, after notice as provided herein, may correct a violation or non-compliance by performing or causing to be performed all necessary work to place the Facilities in proper working condition. If the Facilities are not a danger to public safety or public health, the Owner shall be provided with reasonable notice to correct the violation in a timely manner. In the event that the Facilities become a danger to public safety or public health, the City shall notify the Owner in writing that upon receipt of the notice, the Owner shall have two days or such additional time as circumstances may require to maintain and/or repair the Facilities. If the violations or non-compliance have not been corrected by the Owner in a timely manner, and the City performs or causes to be performed the work necessary to place the Facilities in proper working condition, the City may assess, jointly and severally, the cost of the work to the Owner, and to future owners of any portion of the Benefited Property, which cost shall be a lien on the Facilities and on the Benefited Property, and the City may assess the cost of the work to each separately owned portion of the Benefited Property in equal shares as a lien to be collected in the same manner as property taxes.

6. Owner agrees to utilize the forms attached hereto as Exhibit E with regard to inspection, maintenance and repair of the Facilities.

7. In consideration of approval by the City of the foregoing Agreement and attached Exhibits, Owner accepts the duties and responsibilities set forth herein which shall be covenants running with the land, and agrees that the same shall be binding upon and inure to the benefit of Owner and Owner's grantees, transferees, successors and assigns.

IN WITNESS WHEREOF, the City and the Owner have executed this Storm Water Facility Maintenance and Repair Agreement at Cedar Falls, Iowa, effective as of the date first stated above.

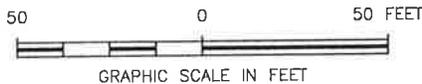
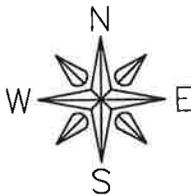
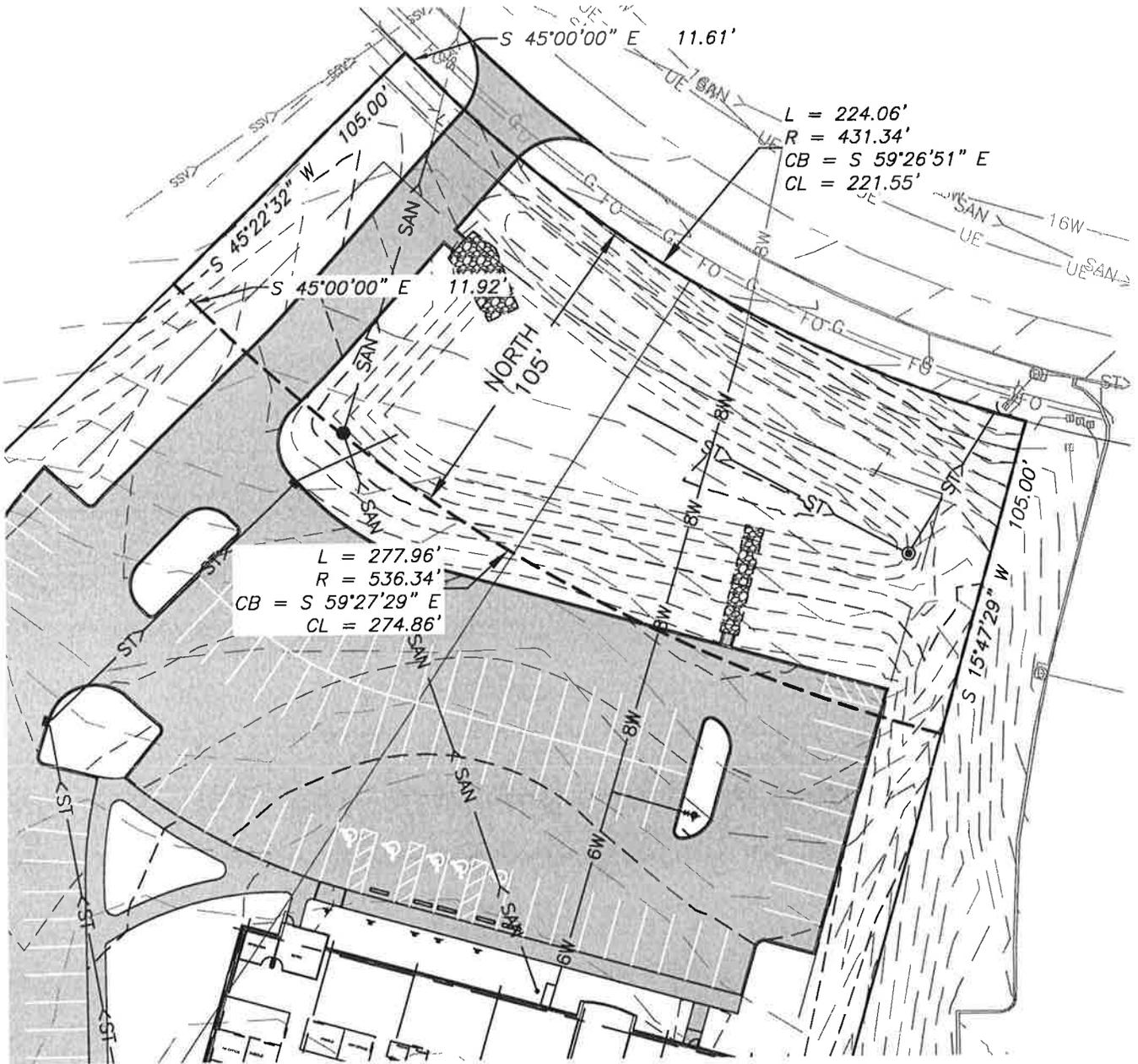


## Exhibit A

# Rabo AgriFinance Site Development Legal Description

Parcels E and F of Plat of Survey filed in Doc. No. 2012-22715 being part of Lot 21, Cedar Falls Technology Park Phase II in the City of Cedar Falls, Black Hawk County, Iowa

# DETENTION LOCATION



EASEMENT DESCRIPTION:  
THE NORTH 105.00 FEET OF LOT 21, CEDAR  
FALLS TECHNOLOGY PARK PHASE II IN THE CITY  
OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA

11/2/2018

**FEHR GRAHAM**  
ENGINEERING & ENVIRONMENTAL

ILLINOIS  
IOWA  
WISCONSIN

## Exhibit C

### Detention Basin Operation and Maintenance Manual

Inspection activities shall be performed as follows: Any problems that are found shall be repaired immediately.

<b>BMP element:</b>	<b>Potential problem:</b>	<b>How I will remediate the problem:</b>
<i>The entire BMP</i>	Trash/debris is present	Remove the trash/debris.
<i>The perimeter of the detention basin</i>	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application.
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.
<i>The inlet device: or swale</i>	The pipe is clogged.	Unclog the pipe. Dispose of the sediment off-site.
	The pipe is cracked or otherwise damaged.	Replace the pipe.
	Erosion is occurring in the swale.	Regrade the swale if necessary to smooth it over and provide erosion control devices such as reinforced turf matting or riprap to future problems with erosion.
<i>The forebay (NA—The site does not contain a forebay)</i>	Sediment has accumulated to a depth greater than the original design sediment storage depth	Search for the source and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Erosion has occurred.	Provide additional erosion control protection such as reinforced turf matting or riprap to future problems with erosion.
	Weeds are present.	Remove weeds, preferably by hand. If pesticide is used, wipe it on plants rather than spray.
<i>The main detention area</i>	Sediment has accumulated to a depth greater than the original design sediment storage depth	Search for the source and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Cattails, phragmites or other invasive plants cover 50% of the basin surface.	Remove the plants by wiping them with pesticide (do not spray).
<i>The embankment</i>	Shrubs have started to grow on the embankment.	Remove shrubs immediately.
	A tree has started to grow on the embankment.	Remove tree immediately.
<i>The outlet device</i>	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment off-site.
	The outlet device is damaged.	Repair or the outlet
<i>Washed stone in front of orifice outlet</i>	Silt build up on stone blocking outlet.	Washed stone must be unclogged and replaced as needed.
<i>The receiving water (NA—Outlet discharges directly into storm sewer system)</i>	Erosion or other signs of damage have occurred at the outlet	Repair damage.

## **Exhibit D**

### **MAINTENANCE SCHEDULE STORM DETENTION SYSTEM**

#### **DESCRIPTION:**

- 1) Inspect system within 60 days of initial operation.
- 2) Four periodic inspections of system within first year of operation.
- 3) Inspect system after each 100-year storm occurrence as measured at the National Weather Service reporting station at the Waterloo Regional Airport.
- 4) After one year of system operation, inspect annually.







## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

**MEMORANDUM**  
*Engineering Division*

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

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

**DATE:** November 28, 2018

**SUBJECT:** Maintenance and Repair Agreement  
Post-Construction Stormwater Management Plan  
ACOH, LLC (Threads)  
Area 364, 6601 Development Drive

The Post-Construction Stormwater Control Ordinance requires a formal maintenance and repair agreement for the stormwater management plan. The Maintenance and Repair Agreement will require the benefited property to undergo, at a minimum, an annual inspection and to maintain records of installation, maintenance and repair activities of the stormwater control devices. The agreement will also create an easement for the City to inspect and repair the stormwater control devices if the property owners fail or refuse to meet the requirements of the Maintenance and Repair Agreement. The Maintenance and Repair Agreement is attached for your review.

The Engineering Division has reviewed the stormwater management plan and Maintenance and Repair Agreement for the ACOH, LLC and finds it in accordance with City Code. The Engineering Division recommends the agreement be accepted by the City Council and recorded at the Black Hawk County Recorder's Office.

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

## **STORM WATER MAINTENANCE AND REPAIR AGREEMENT AND PERMANENT EASEMENT AGREEMENT**

This Agreement is made and entered into by and between *ACOH, LLC*, (hereinafter "Owner") and the City of Cedar Falls, Iowa (hereinafter "City"), on the 15<sup>th</sup> day of November, 20 18.

WHEREAS, Owner desires to construct storm water management facilities on **Lots 14, 15 and 16 West Viking Road Industrial Park Phase III**, Cedar Falls, Black Hawk County, Iowa, which will require approval of the City; and

WHEREAS, a Maintenance and Repair Agreement ("Agreement") is required pursuant to Section 27-408 of the City's Code of Ordinances; and

WHEREAS a permanent Storm Water Management Easement relating to the Real Estate will be required; and

WHEREAS, the parties have reached agreement on the terms and conditions of said Agreement and now desire to set forth their Agreement herein as required by said Ordinance.

NOW, THEREFORE, IT IS AGREED by and between the parties as follows:

1. Owner shall construct at Owner's cost storm water management facilities ("Facilities") on the properties legally described on Exhibit "A" attached and incorporated herein (the "Real Estate").
2. Owner shall be responsible for the inspection, operation, maintenance and repair of the Facilities, and shall make records of the installation, inspections, maintenance and repairs, and shall retain such records for at least twenty-five (25) years or until a facility has been reconstructed. These records shall be made available to the City during any City inspection, and shall be submitted to the City at other reasonable times upon request. Nothing

in these record keeping requirements shall be construed to limit in any way the Owner's responsibility to inspect, maintain and repair the Facilities.

a) Owner agrees to comply with the Detention Basin Operation and Maintenance Plan for the Facilities attached as Exhibit "B" and incorporated herein.

b) Owner agrees to comply with the Maintenance and Inspection Schedule for Storm Water Detention System for the Facilities attached as Exhibit "C" and incorporated herein.

3. The land which is benefited by this Agreement is entirely titled in Owner, which land is legally described on Exhibit "D" attached and incorporated herein (the "Benefited Property"). Owner hereby grants to the future owners of any portion of the Benefited Property, and to the City, as owner of the streets to be dedicated to the City, and in regard to the Facilities over which the City is granted perpetual easements, all as described in the Deed of Dedication of the Benefited Property as well as other agreements with the Owner, a Permanent Storm Water Management Easement ("Easement") over, upon, under and across the Real Estate, for the collection, detention and transfer of storm water from all of the lots, streets and other parts of the Benefited Property. Owner also grants to the future owners and to the City as part of the Easement granted in this paragraph, access to the Real Estate, as well as the right of ingress and egress across land adjoining the Real Estate, for the purpose of inspection, and if deemed necessary by the City under the circumstances described in Paragraph 5 below, maintenance, repair and replacement of the Facilities. This Easement shall be perpetual in nature, shall be a covenant running with the land, and shall inure to the benefit of the future owners and to the City, and shall be binding upon Owner, and Owner's grantees, transferees, successors and assigns.

4. Owner may construct at Owner's cost additional storm water management facilities on the Benefited Properties, upon the written consent of the City, in which case the duties and responsibilities of inspection, operation, maintenance, repair, and record keeping stated in this Agreement shall apply to such additional storm water management facilities.

5. If the Owner fails or refuses to meet the requirements of this Agreement, the City, after notice as provided herein, may correct a violation or non-compliance by performing or causing to be performed all necessary work to place the storm water facility in proper working condition. If the storm water facility is not a danger to public safety or public health, the Owner shall be provided with reasonable notice to correct the violation in a timely manner. In the event that the storm water facility becomes a danger to public safety or public health, the City shall notify the Owner in writing that upon receipt of the notice, the Owner shall have two days or such additional time as circumstances may require to maintain and/or repair the facility. If the violations or non-compliance have not been corrected by the Owner in a timely manner, and the City performs or causes to be performed the work necessary to place the storm water facility in proper working condition, the City may assess, jointly and severally, the cost of the work to the Owner, and the Owner's grantees, transferees, successors and assigns, including but not limited to future owners of any portion of the Benefited Property, which cost shall be a lien on the facility, and the City may assess the cost of the work to each separately owned portion of the Benefited Property in equal shares as a lien to be collected in the same manner as property taxes.

6. Owner agrees to utilize the forms attached hereto as Exhibit "E" with regard to inspection, maintenance and repair of the Facilities.

7. In consideration of approval by the City of the foregoing Agreement and attached Exhibits, Owner accepts the duties and responsibilities set forth herein, and agree that the same shall be binding upon Owner and Owner's grantees, transferees, successors and assigns.

IN WITNESS WHEREOF, the parties have hereinto subscribed their names to this agreement.

(Developer Name of Business) ACOH, LLC

By: [Signature]

Printed Name & Title: Benjamin Abbas, CFO

STATE OF Iowa )  
 ) SS  
COUNTY OF Johnson )

This instrument was acknowledged before me on the 15<sup>th</sup> day of November, 2018 by Benjamin Abbas as CFO of (Developer Business Name).



[Signature]  
Notary Public in and for the State of IA

City of Cedar Falls, Iowa

By: \_\_\_\_\_

James P. Brown, Mayor

ATTEST:

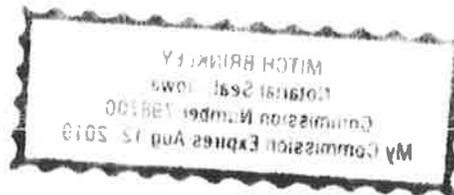
\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

STATE OF \_\_\_\_\_ )  
 ) SS

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018 by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa



## **Exhibit A**

### **Legal Description of Property**

Lots 14, 15 and 16 West Viking Road Industrial Park Phase III, City of Cedar Falls, Black Hawk County, Iowa, containing 3.94 acres more or less; subject to the conditions, covenants and restrictions contained in that certain Agreement for Private Development entered into between Grantor and Grantee herein, and further subject to the conditions, covenants and restrictions contained in the Unified Highway 58 Corridor Urban Renewal Plan approved by Cedar Falls City Council Resolution No. 8196 approved and adopted on November 12, 1990 (Ordinance 1923), amended a first time by Resolution No. 10,224 on November 13, 1995 (Ordinance No. 2122), amended a second time by Resolution No. 13,862 on November 17, 2003 (Ordinance No. 2461), amended a third time by Resolution No. 18,377 on December 10, 2012 (Ordinance No. 2785), amended a fourth time by Resolution No. 19,263 on November 3, 2014, and amended a fifth time by Resolution No. 19,963 on April 18, 2016, and further subject to restrictive covenants, ordinances, and limited access provisions of record, if any, and to existing easements of record.

## Exhibit B

### Detention Basin Operation and Maintenance Manual

Inspection activities shall be performed as follows: Any problems that are found shall be repaired immediately.

<b><i>BMP element:</i></b>	<b><i>Potential problem:</i></b>	<b><i>How I will remediate the problem:</i></b>
<i>The entire BMP</i>	Trash/debris is present	Remove the trash/debris.
<i>The perimeter of the detention basin</i>	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application.
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.
<i>The inlet device: or swale</i>	The pipe is clogged.	Unclog the pipe. Dispose of the sediment off-site.
	The pipe is cracked or otherwise damaged.	Replace the pipe.
	Erosion is occurring in the swale.	Regrade the swale if necessary to smooth it over and provide erosion control devices such as reinforced turf matting or riprap to future problems with erosion.
<i>The forebay (NA—The site does not contain a forebay)</i>	Sediment has accumulated to a depth greater than the original design sediment storage depth	Search for the source and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Erosion has occurred.	Provide additional erosion control protection such as reinforced turf matting or riprap to future problems with erosion.
	Weeds are present.	Remove weeds, preferably by hand. If pesticide is used, wipe it on plants rather than spray.
<i>The main detention area</i>	Sediment has accumulated to a depth greater than the original design sediment storage depth	Search for the source and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Cattails, phragmites or other invasive plants cover 50% of the basin surface.	Remove the plants by wiping them with pesticide (do not spray).
<i>The embankment</i>	Shrubs have started to grow on the embankment.	Remove shrubs immediately.
	A tree has started to grow on the embankment.	Remove tree immediately.
<i>The outlet device</i>	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment off-site.
	The outlet device is damaged.	Repair or the outlet
<i>Washed stone in front of orifice outlet</i>	Silt build up on stone blocking outlet.	Washed stone must be unclogged and replaced as needed.
<i>The receiving water (NA—Outlet discharges directly into storm sewer system)</i>	Erosion or other signs of damage have occurred at the outlet	Repair damage.

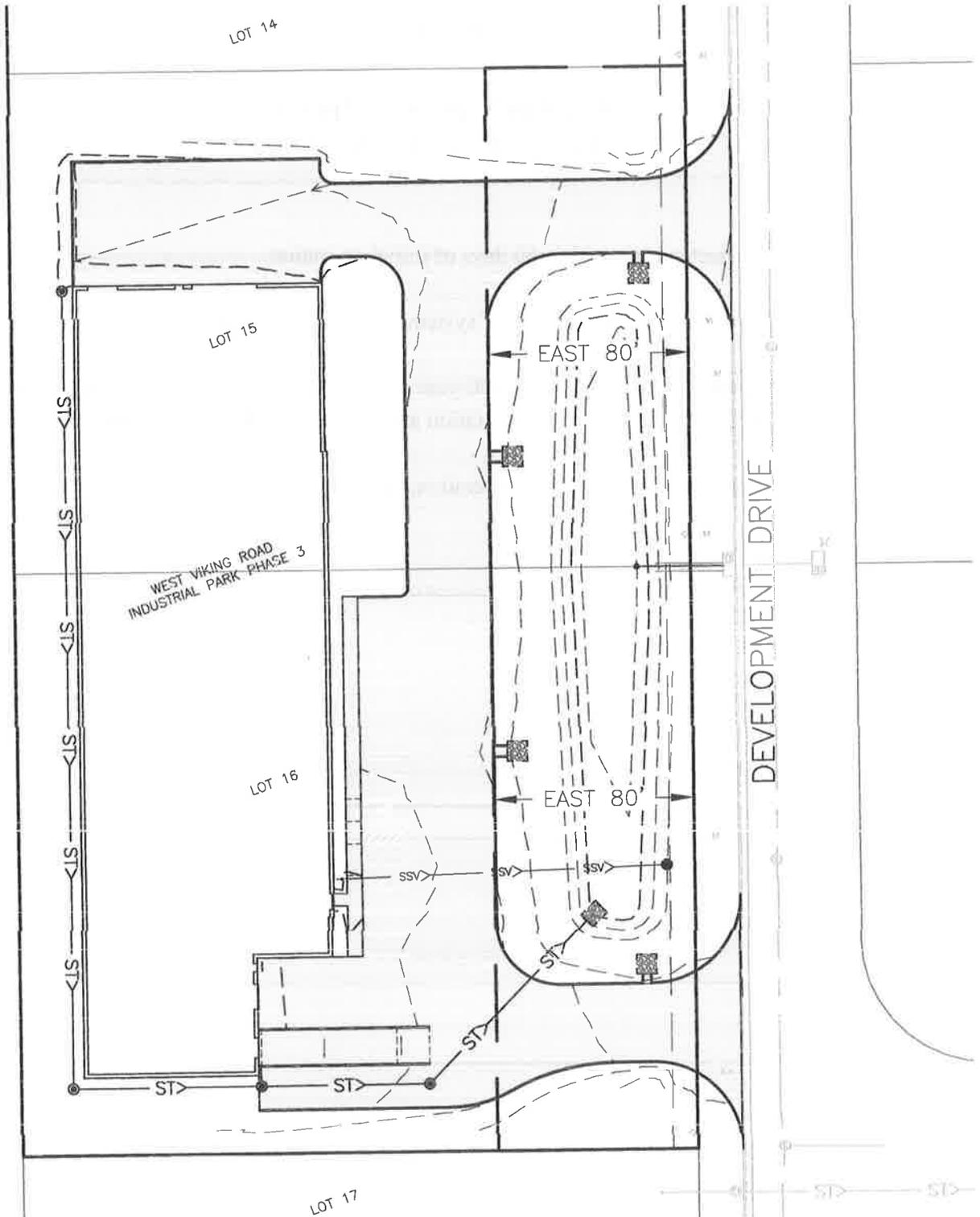
## **Exhibit C**

### **MAINTENANCE SCHEDULE STORM DETENTION SYSTEM**

#### **DESCRIPTION:**

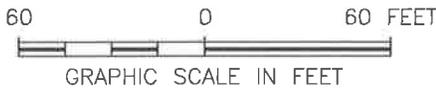
- 1) Inspect system within 60 days of initial operation.
- 2) Four periodic inspections of system within first year of operation.
- 3) Inspect system after each 100-year storm occurrence as measured at the National Weather Service reporting station at the Waterloo Regional Airport.
- 4) After one year of system operation, inspect annually.

# DETENTION LOCATION



EASEMENT DESCRIPTION:  
 THE EAST 80.00 FEET OF LOT 15 AND LOT 16 OF THE WEST VIKING ROAD INDUSTRIAL PARK PHASE THREE, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA

7/27/2018



**FEHR GRAHAM**  
 ENGINEERING & ENVIRONMENTAL

ILLINOIS  
 IOWA  
 WISCONSIN

# Exhibit E

## **Stormwater Management Inspection/Maintenance Form** *To be kept on site*

**PROJECT NAME:** Threads, Cedar Falls  
**PROJECT LOCATION:** East of Development Drive, directly north of Capital Way.  
**OWNER/LEGAL ENTITY:** ACOH, LLC  
**TELEPHONE:** \_\_\_\_\_  
**E-MAIL:** \_\_\_\_\_  
**INITIAL DATE OF OPERATION:** \_\_\_\_\_

<b>DATE</b>	<b>ITEM INSPECTED</b>	<b>INSPECTOR (Please Print)</b>	<b>OBSERVATION &amp; REMARKS</b>





## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

### MEMORANDUM *Engineering Division*

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

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

**DATE:** November 28, 2018

**SUBJECT:** 2018 Street Construction Project  
City Project Number RC-000-3141  
Change Order #3

The City of Cedar Falls has awarded the 2018 Street Construction Project to Peterson Contractors, Inc. of Reinbeck, Iowa. This contractor will be reconstructing/repairing portions of sixteen (16) streets as a part of this project.

During the course of construction many unknown challenges are encountered. These challenges require cooperation by local utility companies, schools, as well as other various City Departments. This change order involved the additional work required by Cedar Fall Utilities, storm sewer modifications, additional sanitary sewer and settlement for liquated damages by the contractor.

The total estimated cost of this change order is \$33,668.36 with funding from the Local Option Sales Tax and partial reimbursement by Cedar Falls Utilities and Sewer Rental Fund.

The Department of Community Development recommends approving and executing the change order with Peterson Contractors, Inc. for 2018 Street Construction Project.

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

**CITY OF CEDAR FALLS, IOWA  
DEPARTMENT OF COMMUNITY DEVELOPMENT  
CHANGE OF WORK ORDER**

No. 3

\_\_\_ Non-Substantial  
 Substantial

Contract Number RC-000-3141 Project 2018 Street Construction Project  
 Kind of Work PCC Paving Date Prepared November 21, 2018  
 Contractor Peterson Contractors Inc.

You are hereby ordered to make the following changes from the plans or do the following extra work on your contract dated March 5<sup>th</sup>, 2018.

**A. Description of change to be made or extra work to be done:**

			<b>EWO #4</b>	
8012	-	12 <sup>TH</sup> Street water tower work		1.0 LS @ \$2073.20/LS
8013	-	East Street watermain work		1.0 LS @ \$4325.20/LS
8014	-	4 <sup>th</sup> Street storm sewer porous backfill		1.0 LS @ \$3251.40/LS
			<b>EWO #5</b>	
8019	-	Alley- Extra Fencing and traffic control for Sturgis Celebration		1.0 LS @ \$330.00/LS
8020	-	12 <sup>th</sup> Street- Extra Traffic Control per Public Request		1.0 LS @ \$330.00/LS
8021	-	Pheasant Drive- Handicap Drop Cut		1.0 LS @ \$385.00/LS
			<b>EWO #6</b>	
8015	-	12 <sup>TH</sup> Street- Rock and equipment time moving school building		1.0 LS @ \$2356.80/LS
8017	-	East Street- Rock and equipment time for driveways at watermain location		1.0 LS @ \$328.40/LS
8018	-	Pheasant Drive- Saw cutting of intake tops (Iowa Wall Sawing invoice)		1.0 LS @ \$4251.50/LS
			<b>EWO #8</b>	
8023	-	Todd Van Dorn Construction Mobilizations		1.0 LS @ \$660/LS
8024	-	SW-509 Intake with Type D Top		3 Each @ \$4,850/Each
			<b>EWO #9</b>	
8025	-	E-Joint for manhole boxouts		1.0 LS @ \$317.86/LS
			<b>EWO #10</b>	
8026	-	Extra Work Sanitary (Olive Street & Iowa Street)		1.0 LS @ \$2,659/LS
8027	-	Erosion Control Mulching – Conventional Mulching		1.5 Acres @ \$3,300/Ac
8028	-	Cold Weather Protection		500 S.Y. @ \$1.00/S.Y.
8029	-	Deduct Intermediate Liquidated Damages (Iowa Street)		19 Days @ \$400/Day

**B. Reason for ordering change or extra work:**

- 8012- Extra work for CFU
- 8013- Extra work for CFU
- 8014- Different specifications on storm pipe didn't allow for size of aggregate stated in plans.
- 8015- Extra work to allow school house to be moved through project.
- 8017- Extra work for CFU.
- 8018- Existing intakes were different than specified in plans. Extra work for saw cutting tops of intakes for removals.
- 8019- Alley- Extra Fencing and traffic control for Sturgis Celebration.
- 8020- 12<sup>th</sup> Street- Extra Traffic Control per Public Request
- 8021- Pheasant Drive- Handicap Drop Saw Cut
- 8023- Todd Van Dorn Construction Mobilizations – Various Locations
- 8024- SW-509 Intake with Type D Top – Various Locations
- 8025- E-Joint for manhole boxouts – Various Locations
- 8026- Extra Work Sanitary (Olive Street & Iowa Street)
- 8027- Erosion Control – Conventional Mulching
- 8028- Cold Weather Projection - SUDAS
- 8029- The contractors continued lack to perform work in a timely manner.

Approved, Jon Resler 11/21, 2018 Date Chase Schrage 11/21, 2018 Date  
 Jon Resler, P.E., City Engineer Date Chase Schrage, Project Engineer Date

Peterson Contractors Inc. By, Matt Bohlen 11/21, 2018 Date  
 Contractor Matt Bohlen, Project Manager Date

**CITY OF CEDAR FALLS:**

Approved by the City Council of Cedar Falls, Iowa, this \_\_\_\_\_ day of \_\_\_\_\_, 2018

Attest \_\_\_\_\_, \_\_\_\_\_, 2018 \_\_\_\_\_, \_\_\_\_\_, 2018  
 City Clerk Date Mayor 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:** Iris Lehmann, Planner I  
**DATE:** November 29, 2018  
**SUBJECT:** Design review of a property in the Central Business District Overlay

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**REQUEST:** Design review for a new wall sign and awnings for 209 State Street

**PETITIONER:** Justeen Hill, owner of Tea Cellar

**LOCATION:** 209 State Street

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#### PROPOSAL

The applicant is requesting a façade review for a new wall sign and awnings at 209 State Street to advertise the building's new tenant, Tea Cellar. This property is within the Central Business District. See images of the existing and proposed façades below.



Existing storefront



Existing side



Proposed storefront



Proposed side

## BACKGROUND

This item requires review by the Planning & Zoning Commission and the City Council since this property is located within the Central Business District (Section 29-168). The downtown district requires a building site plan review (i.e. design review) for any “substantial improvement” to an exterior façade, including a color or material change. A substantial improvement to properties in the CBD Overlay is defined in Section 29-186(c) and reads as follows:

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

## ANALYSIS

This property is located in a C-3, commercial zoning district, and falls within the Central Business District Overlay. As noted above, all substantial improvements to structures within the overlay district shall be reviewed by the Planning & Zoning Commission and City Council. The following is an evaluation of the project:

1. Proportion: The proportions of the building are not being altered. This criterion does not apply.
2. Roof shape, pitch and direction: The roof of the building is not being altered. This criterion does not apply.
3. Pattern: The surfaces and openings of this structure will remain the same. This criterion does not apply.
4. Building Composition: The composition of the building will remain the same. This criterion does not apply.
5. Window and transparency: The size, proportion and type of windows on the building are not changing. This criterion does not apply.
6. Materials and texture: The applicant is proposing to wrap a 2 foot wide blue "awning skirt" around the existing metal/wood awning on the storefront as well as add awnings over the four windows facing the neighboring parking lot to the south. The applicant will use a blue outdoor fabric for these improvements. The use of outdoor fabric is consistent with other awning materials in the district. This criterion is met.
7. Color: The colors of the exterior walls and roof of the building will not change. The applicant is proposing to use a blue fabric for the awnings that will act as an accent to the building. This criterion is met.
8. Architectural features: The architectural features of the building are remaining the same. This criterion does not apply.

9. Building Entries: The entry to the building will not change. This criterion does not apply.
10. Exterior mural wall drawings, painted artwork, exterior painting. This criterion does not apply for this review
11. Signage: The applicant is proposing to add a wall sign to the storefront. The sign will be a laser cut-out of 12 gauge cold-rolled steel with a clear seal coat to help prevent rusting. The wall sign will be approximately 4 feet wide and 6 feet high (24 sqft). The sign will not detract from the architectural features of the building and will cover approximately 2% of the storefront. Wall signs are not permitted to exceed 10% of the area of the storefront. The area of the 209 State Street storefront is approximately 1,035 sqft (69 feet wide x 15 feet tall). This criterion is met.



### TECHNICAL COMMENTS

No comments.

### PLANNING & ZONING COMMISSION

Discussion/Vote 11/28/2018 Planner Lehmann presented the proposed façade plan. There were no questions or comments. The proposal was unanimously approved by the Commission.

### STAFF RECOMMENDATION

The Planning and Zoning Commission and the Community Development Department recommend approval of the proposed awnings and wall sign for 209 State Street.

Attachments: Letter of intent from business owner

Iris,

Thank you for your information and for returning my call.

The property address Tea Cellar will be occupying is 209 State Street, Cedar Falls, owned by Dave Farris; Dave is copied on this email.

The signage I would like to display on the front of the building (facing State Street) would be fashioned by Kryton Engineering. It is a laser cut-out of 12 gauge cold-rolled steel with a clear seal coat applied after it is cut so the outside elements will not rust it. The center tea cut will be cut out and reattached, painted blue, to give it a 3D effect. Four to six mounting holes will be used around the entire edge in order to fasten it to the building; spacers will also be used to offset the sign approximately 1" from the wall. The dimensions are approximately 4' wide and 6' high.

The blue "awning skirt" will be 2' high and wrap around the existing metal/wood awning. Fabric will be used.

The side awnings are approximately 44" high by 36" in diameter. There are four windows facing south (parking lot). Fabric.

Tea Cellar currently occupies space at 208 Main Street (below Basket of Daisies) and has been at that location since November 3, 2016; my lease expires December 31st.

I am happy to drop off the processing fee of \$50 indicated in your email; is that workable?

I understand my deadline for submission is Monday, November 12th, and that review by the P&Z Committee is scheduled for November 28th and possible City Council meeting on December 3rd.

Do let me know if you are in need of anything further from me. Thank you.

Steepingly yours,  
**Justeen Hill**



## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** Shane Graham, Planner II  
**DATE:** November 29, 2018  
**SUBJECT:** Asbestos Removal at 2703 Timothy Street  
Northern Cedar Falls Flood Buyout Program  
Project Number: FL-000-2017

The City recently obtained one additional property (in addition to 13 properties in 2017) as part of the 2016 Flood Buyout Program through the Hazard Mitigation Grant Program (HMGP). Asbestos testing was performed on the property, and it did contain asbestos materials. The grant program requires that the structure be demolished; however asbestos materials will need to be removed first. One bids for asbestos removal was received:

Advanced Environmental	\$8,338.00
------------------------	------------

The Community Development Department recommends entering into an Asbestos Removal Contract with Advanced Environmental, for work at 2703 Timothy Street. This work would be completed within 20 working days, prior to demolishing the home.

If you have any questions, please feel free to contact me.

CC: Karen Howard, Planning & Community Services Manager

PROPOSAL FOR ASBESTOS REMOVAL  
AND PROPOSED FORM OF CONTRACT

CITY PROJECT NUMBER: 2016 Flood Buyout #404-1220-431.92-37

PROPERTIES: 2703 Timothy Street

in Cedar Falls, Black Hawk County, Iowa.

Contracting Firm Advanced Environmental  
Address 803 Ricker St.  
City Waterloo State Ia Zip Code 50703

THIS AGREEMENT, entered into this 27<sup>th</sup> day of November, 2018, by and between the City of Cedar Falls, Cedar Falls, Iowa (hereinafter called the City) and

Advanced Environmental

(called the Contractor).

WHEREAS, the Community Development Director will be referred to as the City's Agent; and

WHEREAS, the City requires asbestos removal to be performed for the purpose of preparing structures for demolition in connection with the above identified projects; and

WHEREAS, the contractor certifies to be qualified and willing to perform the work required in accordance with the standards and criteria hereinafter set forth, and pursuant to the terms, provisions and conditions hereof,

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. The contractor agrees to furnish all tools, labor and materials, **including electricity and water**, for the proposed asbestos removal in accordance with all applicable plans, specifications, codes, and ordinances of the City of Cedar Falls, Iowa, Asbestos Statutes and Rules (Published by Iowa Division of Labor), and the Federal Register, 40 CFR Part 61.
2. Each proposal shall be made out on the blank form furnished by the City and must be accompanied by a Certificate of Insurance **meeting the requirements per 2018 SUDAS Specifications and 2018 City Supplemental Specifications**. These can be found at <http://www.ci.cedar-falls.ia.us/1356/Standard-Specifications-2018>

None of the coverages shall have an exclusion pertaining to asbestos or asbestos related losses.

3. The successful bidder will be required to furnish a performance and payment bond in an amount equal to One Hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the Council of City and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment of all materials and labor and protect and save harmless the City from claims and damages of any kind arising out of the performance of this contract.

4. Payment for work completed shall be based on the following price:

<u>Item No.</u>	<u>Description</u>	<u>Amount</u>
	<b>Project</b>	
1.	2703 Timothy Street, Cedar Falls, IA	\$ <u>8,338<sup>00</sup></u>
	<b>TOTAL</b>	\$ <u>8,338<sup>00</sup></u>

5. The contractor will be paid contract price for all items satisfactorily completed. Such payment shall be full compensation for asbestos removal and disposal, for all permits, licenses, inspections, for complying with all laws, rules, regulations and ordinances, including safety, and for furnishing all materials, equipment, and labor to complete the work, in accord with the plans and these specifications.

6. Contractors shall familiarize themselves with the specifications and conditions, which will affect the project. It will be the responsibility of the contractor to make a personal examination of the job site and the physical conditions, which may affect his bidding and performance under the contract.

7. The work shall commence on Project within ten (10) days after being notified of the contract approval.

- Project: Shall be completed within 20 working days.

Liquidated damages in the amount of **two hundred (\$200) dollars** per working day will be assessed for each working day that the work remains uncompleted after the accumulation of the number of working days specified for the contract work.

Time extensions will be granted for those portions of the project affected by inclement weather conditions.

8. Payment will be made to the contractor within forty-five (45) days after the completion and acceptance thereof by the City Council. Payment shall be requested in writing by the Contractor on a properly executed claim, bill, or statement.

9. The Contractor shall not begin work on the asbestos removal project until after the contract has been approved by the City Council and a completely executed copy has been returned to the contractor with Notice to Proceed.

10. During the performance of this contract, the contractor for itself, its assignees and successors in interest agrees to comply with the anti-discrimination laws of the State of Iowa, as contained in Sections 19B, 551.4 of the Code of Iowa, which are herein incorporated by reference and made a part of this contract.

11. It is understood and agreed that the City Council may at any time cancel or terminate this agreement for any good and reasonable cause. Such cause includes, but is not limited to, failure of the Contractor to fulfill or discharge any of the duties or obligations or to otherwise perform in accord with terms of this agreement. The City's Agent shall cancel the agreement by sending notice of cancellation to the Contractor by certified mail. In the event the agreement is canceled, the City's Agent shall determine the amount of payment due. Payment will be made on the basis of the schedule of fees for completed asbestos removal and on the basis of pro-rated time for partially completed work. In no case shall payment exceed the greater of either the schedule of fees specified in Paragraph 4 or any revisions to such fee schedule made under the terms of this agreement.

Contractor is an: (check appropriate space)

Individual \_\_\_\_\_ Partnership \_\_\_\_\_ Firm \_\_\_\_\_ Corporation X

If a Corporation, indicate State in which incorporated Iowa and date JANUARY 2001

Company Name Advanced Environmental

By [Signature]

Address 803 Ricker St

City Waterloo State Iowa

Phone Number 319-287-4447

CITY OF CEDAR FALLS, IOWA

Approval Recommended:

By \_\_\_\_\_

Title Mayor

Date \_\_\_\_\_

Approved:

By \_\_\_\_\_

Title Clerk

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:** Shane Graham, Planner II  
**DATE:** November 29, 2018  
**SUBJECT:** PC-2 District Site Plan Review – 936 Viking Road

**REQUEST:** Request to approve a PC-2 Planned Commercial District Site Plan for a new 8,088 square foot retail building.

**PETITIONER:** HI YIELD LLC, Owner; Clapsaddle-Garber Associates, Inc., Engineer

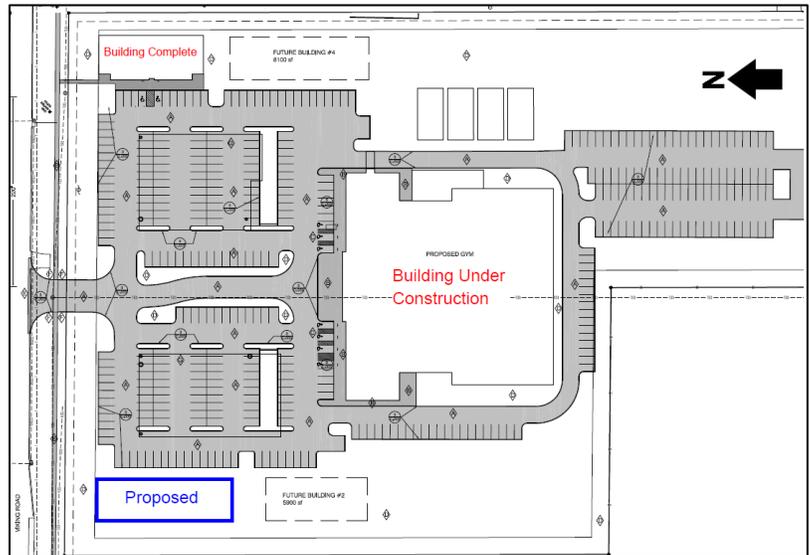
**LOCATION:** 936 Viking Road

### PROPOSAL

It is proposed to construct an 8,088 square foot commercial building (in blue outline to the right) which will provide room for three tenants. The overall development plan for the property includes a 55,000 square foot gym/retail building, and four commercial buildings totaling approximately 30,000 square feet.

### BACKGROUND

The property was rezoned by the City Council from A-1 Agricultural District to PC-2 Planned Commercial District on September 19, 2016. A site plan for just the gymnasium/retail building was approved by the City Council on December 15, 2016 after a unanimous recommendation of approval from the Planning & Zoning Commission. During the review of the gymnasium/retail building site plan in 2016, a general design of the 4 outbuildings was presented, however those buildings were not part of the original site plan approval. A site plan was presented for Outbuilding #3 at the northeast corner of the property, and was approved by City Council on August 21, 2017. Then, on October 16, 2017, a revised site plan for the gymnasium/retail building was approved by City Council, which added approximately 10,000 square feet of building area and added a parking area behind the build



## ANALYSIS

The property is zoned PC-2, Planned Commercial District. The PC-2 District is a predominantly commercial project containing retail and general service facilities on larger tracts of land that is designed and improved in accordance with a comprehensive project plan and developmental procedures agreement. It is further the purpose of these regulations to encourage high standards of building architecture and site planning which will foster commercial development that maximizes pedestrian convenience, comfort and pleasure.

As indicated in the Background section, several site plan reviews on this property have already been approved. The overall development plan for the property shows a total of five buildings; one has already been completed, and one is currently under construction. This approval is for the third of five buildings. A detailed site plan review of each building when it is proposed to be constructed is required to ensure that the development site satisfies a number of standards. Details such as building design and location, parking, landscaping, open space, signage, dumpster location, and other similar criteria are reviewed to ensure orderly and quality development in the PC-2 Planned Commercial District.

Following is a review of the zoning ordinance requirements:

- 1) Proposed Use: The 8,080 square foot retail/professional office building is a permitted use in the PC-2 District. **Use permitted.**
- 2) Setbacks: The setbacks apply to the building, parking lot and signage. The PC-2 District normally requires a 30-foot setback around the perimeter of the "district". The PC-2 District also states that for areas less than 10 acres in size, that the setback area may be reduced to 20', subject to review and approval from the Planning & Zoning Commission and City Council. The developer did ask that the 30 foot open space buffer setback be reduced to 20 feet in width, which was approved by City Council.

The proposed building is located 35 feet from the front property line and 38 feet from the side property line, which meet the 20 foot minimum buffer requirements. The parking area is also shown 35 feet from the front property line as well. **Building and Parking Area setbacks are satisfied.**

- 3) Parking: Retail stores over 2,000 square feet require 4.5 stall per 1,000 square feet of gross floor area, or in this case 28 stalls. ( $7,280 \text{ SF} / 1,000 \times 4.5 = 32.76$  stalls). The proposed building will have room for 3 tenants, however they may not all be retail based and instead may have a professional office use or two. Retail uses require more parking than professional office uses, so staff wanted to error on the side of caution by calling the entire building a retail use for parking purposes. Although the entire development may utilize one large parking lot, the developer may in the future divide the buildings onto their own lot. The plan indicates that, if divided, 34 parking stalls would be maintained on the site. **Parking requirements are satisfied for this use.**
- 4) Open Space: Open green space must be provided on site. The ordinance requires 10% of the total development site excluding the required setback area. In this case the lot contains approximately 9 acres of land (400,000 ft<sup>2</sup>). When the perimeter setbacks are excluded (20-foot minimum), approximately 61,000 square feet can be deducted from the total:  $400,000 - 61,000 = 339,000 \times 0.10 = 33,900$  square feet open green space must be provided on site. The property has approximately 298,103 square feet of open space remaining, which far exceeds the minimum open space requirement. **Open green space satisfied.**

- 5) Landscaping: The PC-2 District requires landscape plantings at the rate of 0.02 points per square foot of the total development site excluding the setback areas described above ( $0.02 \times 339,000 \text{ ft}^2$ ) = **6,780 basic site landscaping points**. These points can be made up with any combination of trees, conifers and shrubbery and distributed throughout the site, parking areas and along the street. To calculate the number of street tree points, the formula is 0.75 points per linear foot of street frontage. In this case, the frontage along Viking Road for this parcel is 220 feet. This would equate to 165 street tree points. The plan for this portion of the development shows 9 street trees, with a total of 360 points.

In addition to these points, landscaping must also be provided to satisfy “parking lot landscaping.” The parking lot calculation must be “added” to the “site/street tree landscaping” number (6,780) to arrive at a total landscaping requirement for the property. The **parking area** landscaping requirement is one tree for every 15 parking stalls or 2,500 square feet of hard surface parking area. If the one tree for every 15 stalls ratio is applied, the total tree planting for this portion of the parking lot would be  $34/15 \text{ stalls} = 3 \text{ trees}$ . The plan for this portion of the development shows 8 parking lot trees.

A landscaping plan for the overall site was submitted when the gymnasium building went through the site plan review process. All requirements were met at that time. For this portion of the development, the landscaping plan appears to be similar to what was submitted for the overall development and for the completed outbuilding #3, with trees located along the street, trees within the parking lot, and trees located around the building. **Landscape Plan is acceptable.**

- 6) Sidewalks: A Sidewalk is identified along the Viking Road street frontage. A sidewalk is also shown that connects this building and the other proposed building adjacent to the south to the public sidewalk along Viking Road. A sidewalk was also shown connecting Outbuilding #3 which was recently completed, to the sidewalk along Viking Road. With this site plan approval, both buildings along the Viking Road street frontage will be complete, so the sidewalk along Viking Road and the sidewalks that lead to both buildings will need to be installed. **Sidewalk plan is acceptable, and will be installed in conjunction with the construction of this building.**

- 7) Building Design: The proposed building will be constructed with a mixture of rock faced block (gray), Cumaru wood shiplap siding, glass windows and doors, and two tones of corrugated metal paneling (silver and charcoal). Wall signage will also be located above each doorway. This building design is very similar to Outbuilding #3, which was completed earlier this year. **Overall Building Design is acceptable.**



Front Design of Building

- 8) Trash Dumpsters: The dumpster enclosure will be located closer to the gymnasium building to the south. A dumpster enclosure plan was submitted when the gymnasium building was proposed that included a 6' split face block wall with a slated gate for access. **Dumpster enclosure plan is acceptable.**

9) Storm Water Management: There are two underground storm water collection areas located under the parking lot in front of Outbuilding #1 and Outbuilding #3. These detention basins release the water into the storm sewer located along Viking Road. Also, there is a storm water detention area located to the southwest of the gymnasium building. Water from around the gymnasium building and areas south of the gymnasium building will go to this detention pond. This overall storm water management plan was reviewed and approved by the Engineering Division during the site plan review of the gymnasium building in 2016.

10) Lighting Plan: While not required by the PC-2 District requirements, a general lighting plan has been submitted and appears to be satisfactory. The applicant has provided information showing the location of 9 proposed light poles to be installed in front of the building and within the parking lot. The lighting fixtures will consist of LED die-cast aluminum box downlights.



11) Signage: The PC-2 District permits wall signs to cover 20% of the surface area of any one wall space. However, no more than two wall faces can be utilized for signage in the PC-2 District. Wall signage is identified on the front side of the building over each tenant space entry. One main freestanding entrance sign is allowed adjacent to the adjoining major thoroughfare. Said sign shall not exceed 20 feet in height and 200 square feet in area. A freestanding entrance sign was shown on the original site plan submittal for the gymnasium building. **Signage requirements appear to be met, but will be verified at the time of sign permit application.**

### TECHNICAL COMMENTS

City technical staff, including Cedar Falls Utilities (CFU) personnel, have few comments on the proposed site plan. All basic utility services are available to the site. The developer is required to provide all utility services to the building and must coordinate those improvements with CFU personnel.

As a condition of approving the occupancy permit for Outbuilding #3 in June of 2018, the developer was to provide a lighting plan to the City, as the parking lot did not have any lighting at the time. The developer has installed 2 light poles on the site to provide lighting to the premises to ensure the safe entrance and exit to the property by the public.

The City Engineering Division has had comments regarding their Storm Water Pollution Prevention Plan (SWPPP) for the site. A number of deficiencies were noted by City staff during several site visits over the past several months. However, those items have been addressed by the developer. The developer and contractor for the site will need to address any changes that occur as construction continues on the site with continued maintenance, weekly inspections, seeding during appropriate times, and use of SWPPP approved stabilization techniques. In the future, the City will require that the developer obtain an individual SWPPP permit for each of the remaining buildings on the site prior to construction to help maintain control of the site during the duration of the remaining construction on the site.

Also, when the sanitary sewer service was extended to this site from the existing sanitary sewer main located on the City-owned property to the west (Prairie Lakes Park), an easement for the private line that is located on City property was never established. That easement agreement

has been drafted and reviewed by City Attorney Kevin Rogers, and will be proceeding to City Council for approval.

#### STAFF RECOMMENDATION

The Community Development Department recommends approval of the site plan for the retail building at 936 Viking Road.

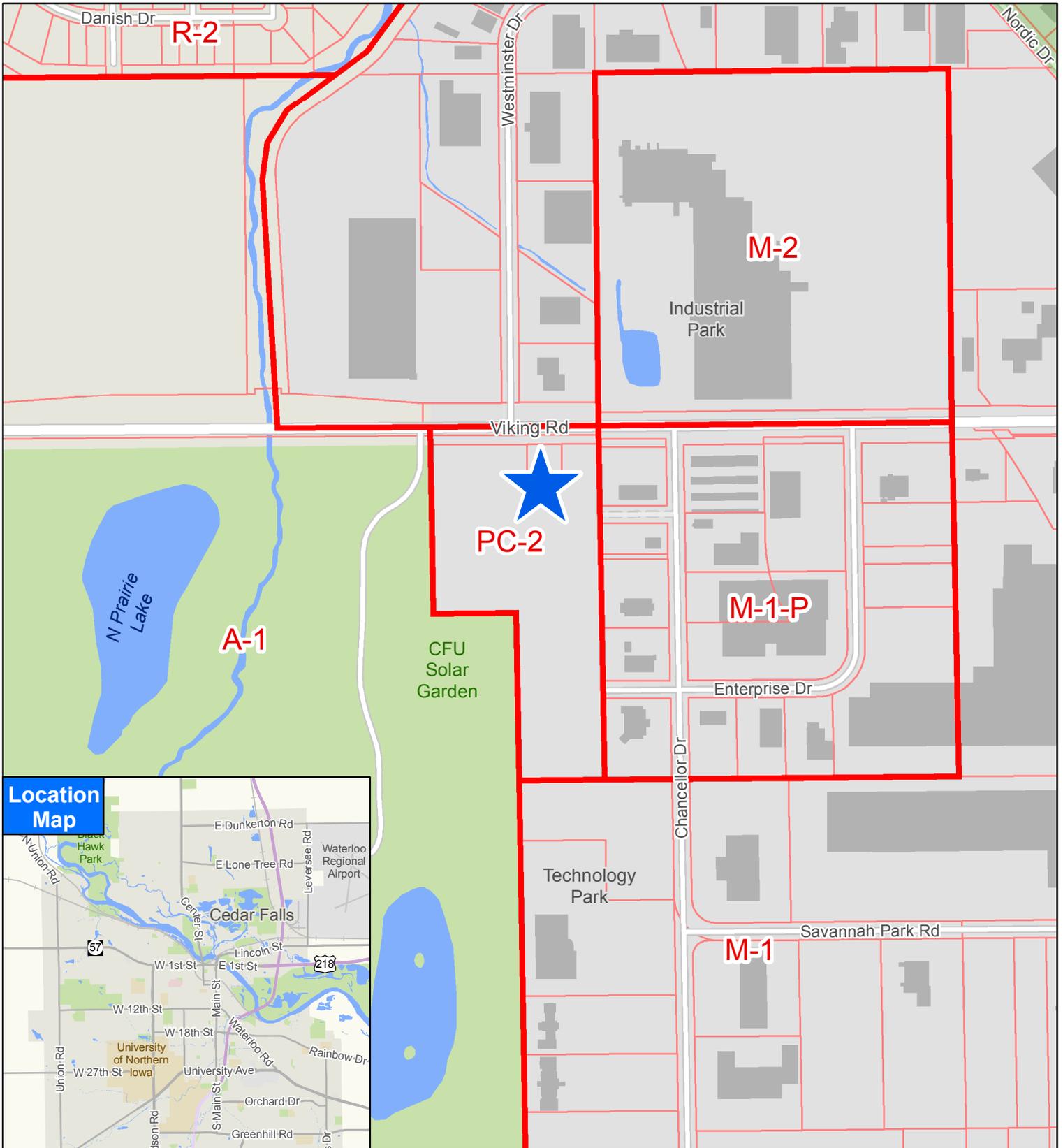
#### PLANNING & ZONING COMMISSION

Discussion/Vote 11/28/2018 Mr. Graham gave background information regarding the request, noting that the project includes a new 8,088 square foot retail building located on the property. Mr. Graham indicated that one of the other outbuildings has already been constructed, and the gymnasium building is currently under construction. Mr. Graham noted that this building was shown on their overall development plan, and is designed similar to the other buildings on the site.

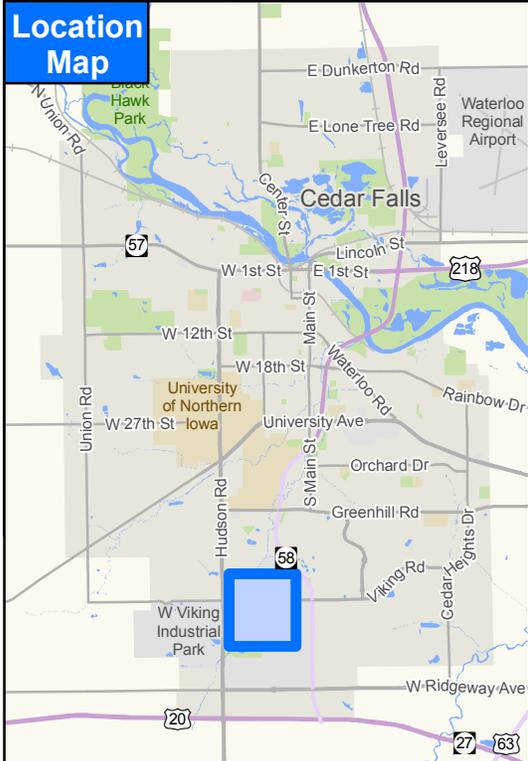
Mr. Leeper commented that this request is pretty straight forward, as the building design is similar to the other building already constructed on the site, and is consistent with the overall approved plan for the property.

Mr. Hartley made a motion to approve. Mr. Leeper seconded the motion. The motion was approved unanimously.

# Cedar Falls City Council December 3, 2018



## Location Map



936 Viking Road - PC-2 District  
Site Plan Review

**TRAFFIC CONTROL NOTES**

1. ALL TRAFFIC CONTROL DEVICES & BARRIERS SHALL BE FURNISHED, ERRECTED, MAINTAINED, & REMOVED BY THE CONTRACTOR.
2. PROPOSED CHANGES TO THE TRAFFIC CONTROL PLAN SHALL BE REVIEWED WITH THE ENGINEER BEFORE CHANGES ARE MADE.

**GENERAL LAYOUT NOTES:**

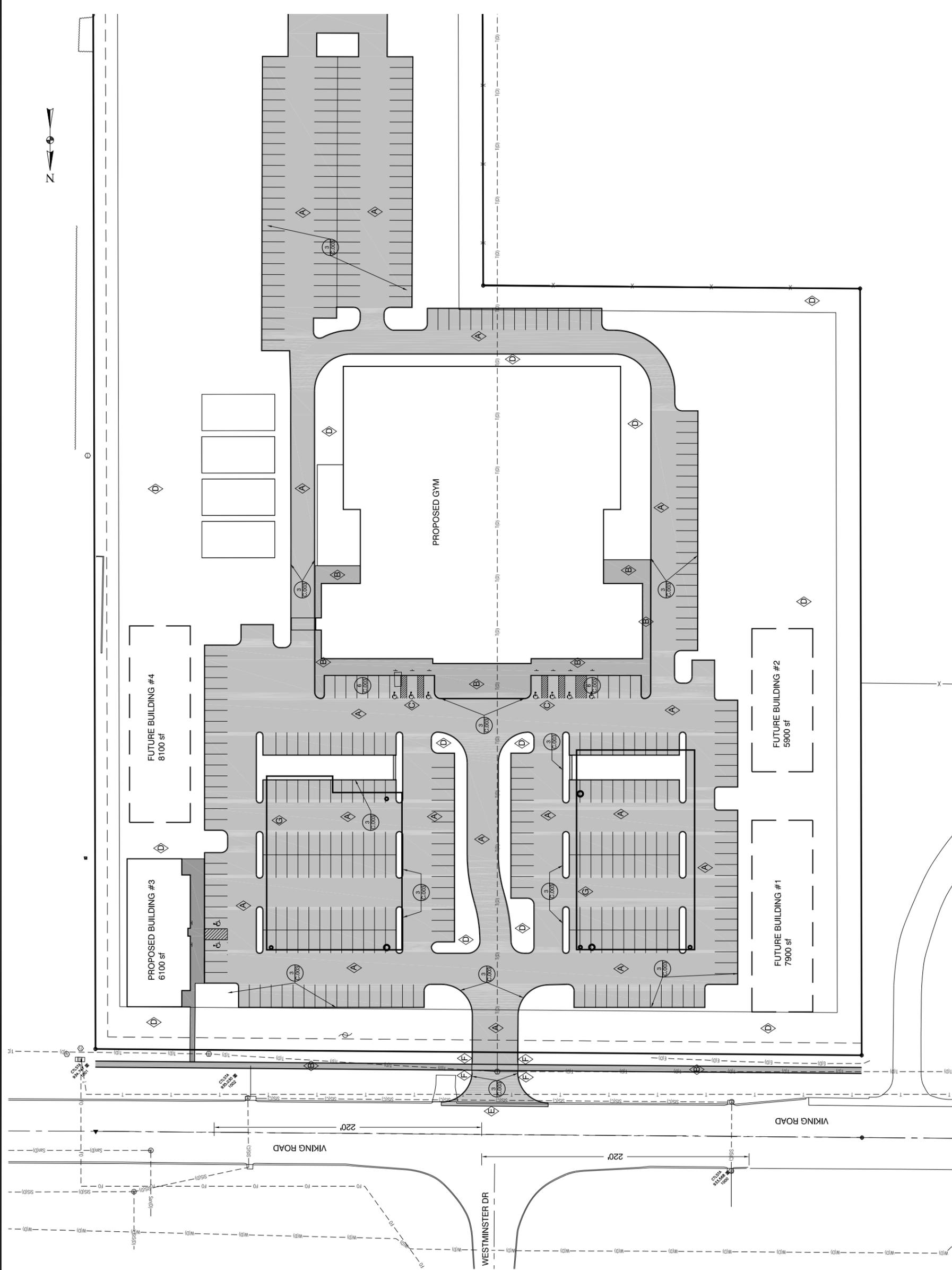
1. ALL DIMENSIONS ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.
2. ALL WORK SHALL BE IN ACCORDANCE WITH OSHA CODES & STANDARDS. NOTHING INDICATED ON THESE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH APPROPRIATE SAFETY REGULATIONS.
3. SIGHT LIGHTING SHALL BE DETERMINED BY THE OWNER.
4. ALL DISTURBED AREAS SHALL BE SEEDED, FERTILIZED & MULCHED UNLESS OTHERWISE NOTED IN PLANS. REFER TO LANDSCAPING PLAN.
5. ANY DAMAGE TO THE PAVEMENT NOT SHOWN FOR REMOVAL ON THE PLANS DUE TO CONSTRUCTION ACTIVITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. ALL EFFORTS SHALL BE MADE TO NOT DISTURB EXISTING PAVEMENT.
6. COORDINATE GAS, ELECTRIC, TELEPHONE, & FIBER OPTIC WITH RESPECTIVE UTILITY COMPANIES.
7. ALL CONSTRUCTION MATERIALS: DUMPSTERS, DETACHED TRAILERS, OR SIMILAR ITEMS ARE PROHIBITED ON PUBLIC STREETS OR WITHIN PUBLIC RIGHT-OF-WAY.

**CONSTRUCTION DETAILS**

- 1. 6" STANDARD INTEGRAL PCC CURB & GUTTER
- 2. STRAIGHT FACED CLASS A SIDEWALK

**KEY CONSTRUCTION NOTES**

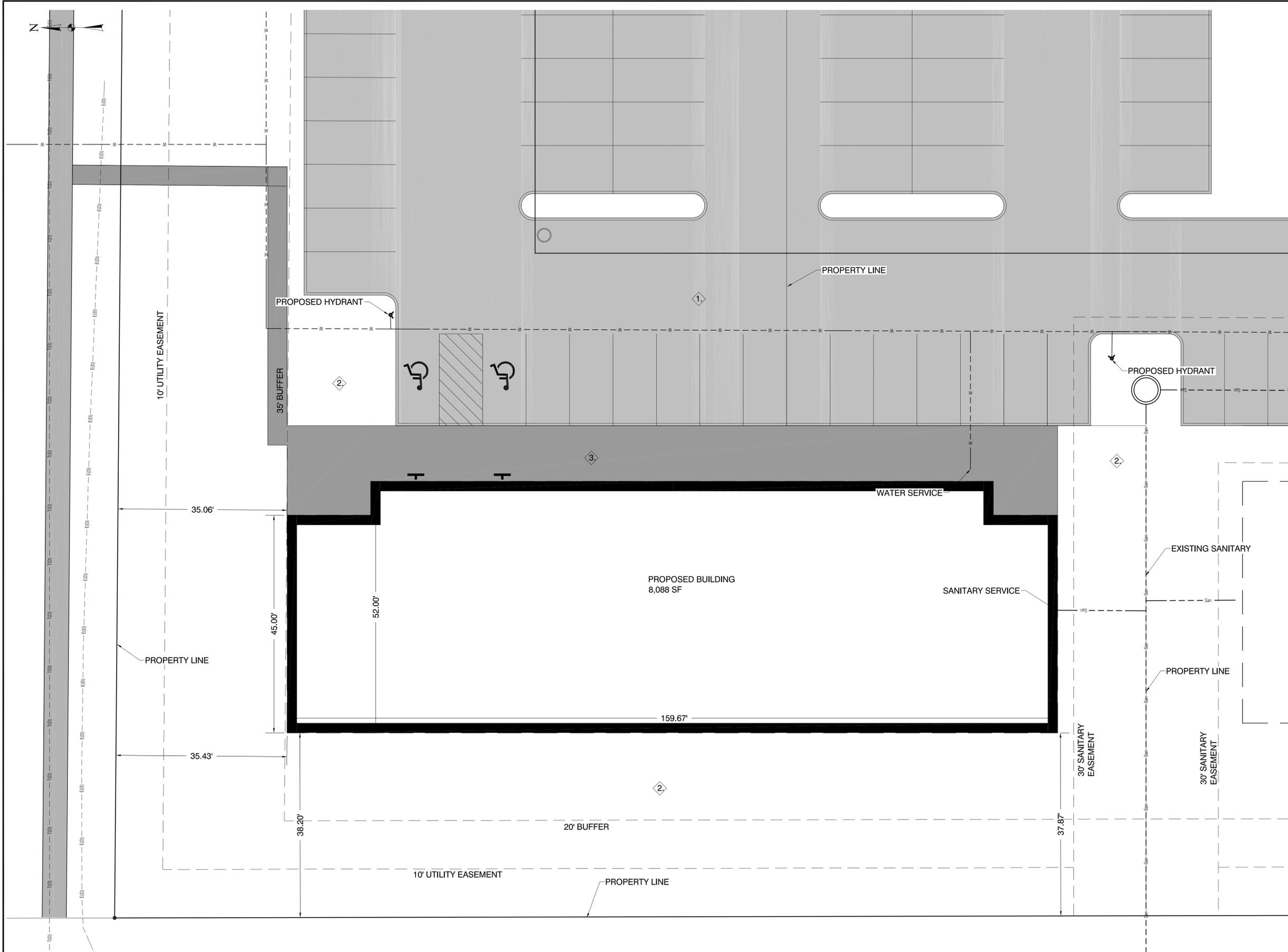
- 1. INSTALL 6" PCC PAVEMENT SECTION IN PARKING & DRIVE AREAS. REFER TO DETAIL 1 ON C.503.
- 2. INSTALL PCC SIDEWALK SECTION. REFER TO DETAIL 2 ON C.503.
- 3. INSTALL HANDICAPPED PAVEMENT MARKING & "RESERVED PARKING" SIGN PER STATE OF IOWA CODE.
- 4. PLANTED AREA.
- 5. INSTALL DRIVEWAY DROP CURB. REFER TO DETAIL 3 ON C.003.
- 6. INSTALL CURB RUNOUT. REFER TO DETAIL 3 ON C.003.
- 7. UNDERGROUND DETENTION AREA



375

GRAPHIC SCALE  
0 40 80 120'

(Layout.dwg - C:200 - 09-14-17 - 3:59pm - D:\2293



**OWNER OF RECORD:**  
HI YIELD, LLC

**DATE OF PREPARATION:**  
6-9-2017

**APPLICANT INFORMATION**  
DAHLSTROM REAL ESTATE  
604 CLAY STRET  
CEDAR FALLS IOWA 50613  
CONTACT: R. WAYNE WILLIAMSON, AIA (319-939-3846)

**DEVELOPER INFORMATION**  
HI YIELD, LLC  
604 CLAY ST.  
CEDAR FALLS, IOWA 50613  
CONTACT: CORY HENKE (319-640-0182)

**ZONE INFORMATION:**  
DISTRICT: PC-2

**BUILDING SETBACKS**

	REQUIRED	PROVIDED
FRONT YARD:	25'	35'
SIDE YARDS:	10'	28'

**PARKING INFORMATION:**

	PROVIDED	REQUIRED
ABOVE GROUND:	34	34
HANDICAP ACCESSIBLE	2	2
TOTAL:	34	34

- LEGEND**
- 1 PCC
  - 2 LANDSCAPING
  - 3 SIDEWALK

**BUILDING INFORMATION**

AREA: 8,088 SF  
HEIGHT: 22'

**PROPOSED EASMENTS**  
PROPOSED EASEMENTS FOR 8" WATERMAIN AND 8" SANITARY SEWER WILL BE PRESENT ON THE SITE.

**STORMWATER MANAGEMENT**

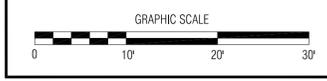
STORMWATER MANAGEMENT TO BE PROVIDED BY DETENTION FACILITIES PLANNED FOR THE ENTIRE VIKING ROAD SITE. A STORMWATER REPORT WAS PREVIOUSLY SUBMITTED FOR THE 924 VIKING ROAD PROJECT.

**SIGHT TRIANGLES**

SIGHT TRIANGLES WERE DEVELOPED USING A 45 MPH DESIGN SPEED. THE TRIANGLES CAN BE FOUND ON THE INCLUDED GRADING SHEET.

**FLOODPLAIN**

NO FLOODPLAIN PRESENT PER FEMA PANEL 19013C0277F EFF. 7/18/2011



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

**CGA** Clapsaddle-Garber Associates, Inc.  
16 East Main Street  
Marshalltown, Iowa 50158  
Ph 641-752-4701  
www.cgaconsultants.com

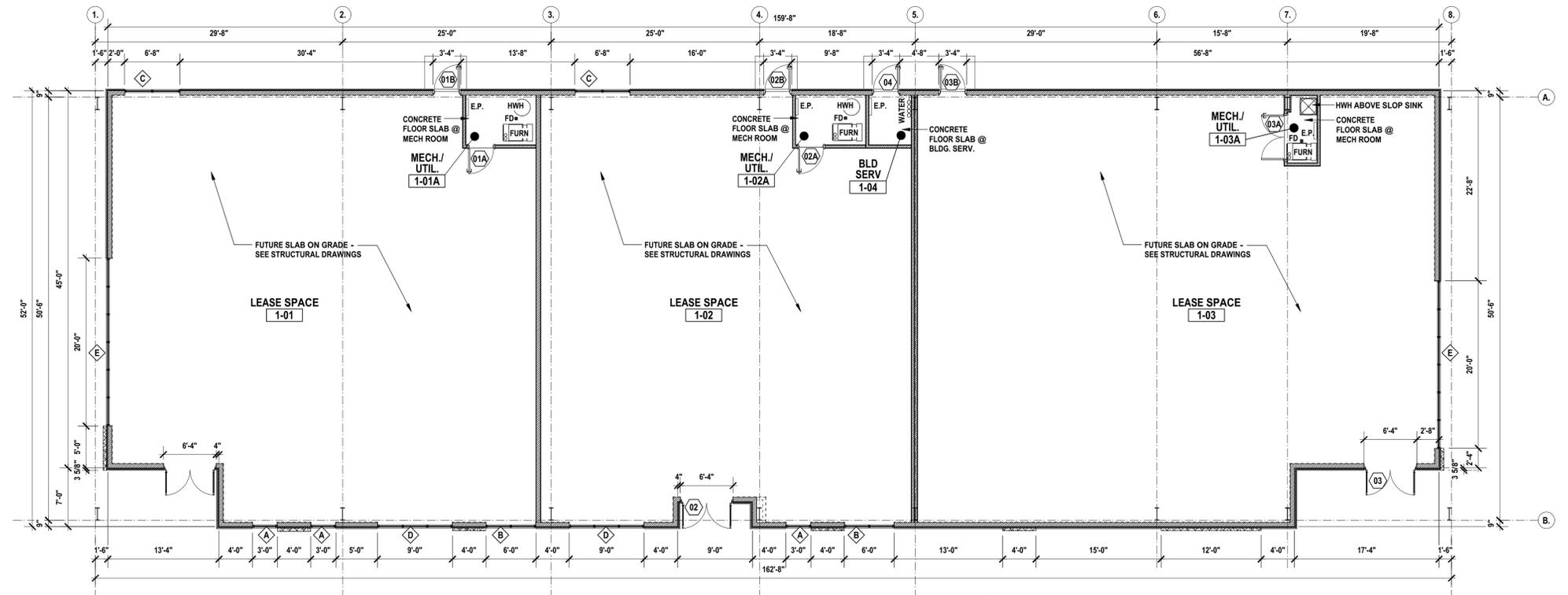
DESIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_  
DRAWN: \_\_\_\_\_ DATE: \_\_\_\_\_  
CHECKED: \_\_\_\_\_ DATE: \_\_\_\_\_  
APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

**924 VIKING ROAD**  
CEDAR FALLS, IOWA

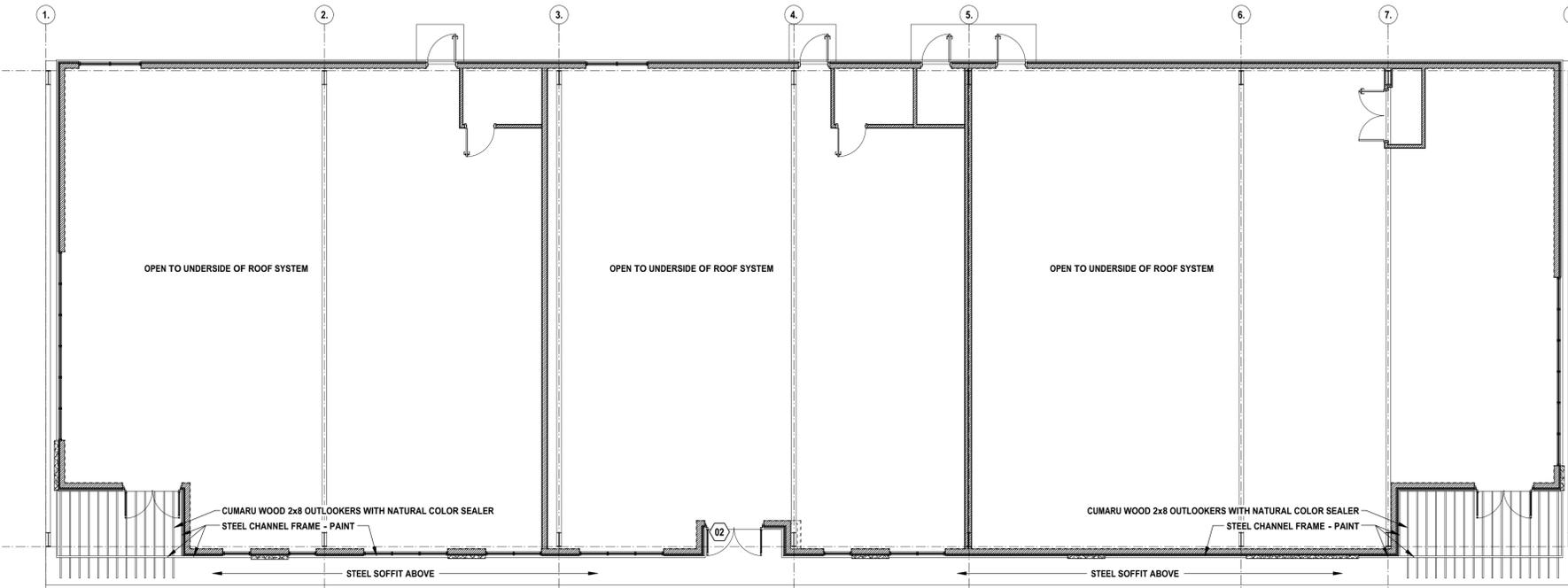
**LAYOUT PLAN**

PROJECT NO. 5582  
SHEET NO. C.200

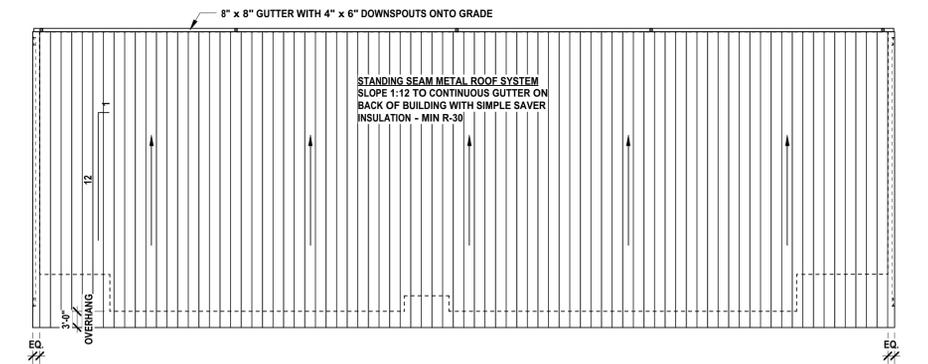




4 SHELL FLOOR PLAN  
Scale: 1/8" = 1'-0"



2 REFLECTED CEILING PLAN  
Scale: 1/8" = 1'-0"



3 ROOF PLAN  
Scale: 1/16" = 1'-0"

**GENERAL NOTES**

- CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS, DIMENSIONS ETC. PRIOR TO ANY CONSTRUCTION AND SHALL MAKE ANY 'MINOR' REVISIONS NECESSARY AS FIELD CONDITIONS, PERMIT, PROVIDED THE INTENDED PURPOSE OF THE ENTIRE PROJECT AND THE FINAL OUTCOME ARE RETAINED.
- PRIOR TO SUBMITTING PROPOSALS, BIDDERS SHALL EXAMINE DRAWINGS AND SPECIFICATIONS ON DRAWINGS, MAKE PERSONAL EXAMINATION OF THE SITE AND INFORM THEMSELVES FULLY AS TO ALL EXISTING CONDITIONS AND LIMITATIONS AFFECTING THE WORK AND THEIR PROPOSAL THEREFORE.
- PROJECT SHALL MEET ALL LOCAL CODES, 2015 IBC, 2015 IFC, 2012 IECC, 2015 IMC, 2015 UPC AND THE 2014 NEC, AND ALL AMENDMENTS TO CODES ADOPTED BY AUTHORITY HAVING JURISDICTION.
- PERMITS SHALL BE OBTAINED FROM LOCAL GOVERNING AUTHORITY FOR ALL CONSTRUCTION WORK PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE REQUIRED TYPE AND NUMBER OF INSPECTIONS AND SHALL NOTIFY OFFICIALS WELL IN ADVANCE OF ALL SUCH INSPECTIONS.
- THE CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS AND TECHNIQUES OR PROCEDURES AND FOR ALL SAFETY PRECAUTIONS USED ON SITE.
- THE PLANS ARE FOR GENERAL INFORMATION ONLY. ALL CONTRACTORS SHALL FIELD CHECK ALL DIMENSIONS, LOCATIONS, AND CONDITIONS, ETC. IN THEIR SCOPE OF WORK
- DO NOT SCALE DRAWINGS, FOLLOW DIMENSIONS AS SHOWN ON PLANS.
- ANY MATERIAL OR LABOR NEITHER SHOWN ON THE DRAWINGS, NOR SPECIFIED BUT NECESSARY TO COMPLETE THE WORK OF A SIMILAR NATURE SHALL BE FURNISHED WITHOUT ADDITIONAL COST TO THE OWNER.
- ALL CONTRACTORS SHALL FOLLOW THE MATERIAL OR EQUIPMENT RECOMMENDED SPECIFICATIONS, UNLESS NOTED OTHERWISE. ALL WORK SHALL BE PERFORMED IN A FIRST CLASS AND WORKMAN LIKE MANNER.
- THE OWNER'S REPRESENTATIVE SHALL REVIEW AND APPROVE ALL FINISH MATERIALS INCLUDING ARCHITECTURAL, MECHANICAL, ELECTRICAL, ETC., PRIOR TO COMMENCEMENT OF THE WORK.
- THE CONTRACTOR SHALL PROVIDE PROOF OF HIS LIABILITY INSURANCE TO THE OWNER, PRIOR TO COMMENCEMENT OF THE WORK.
- THE OWNER SHALL PROVIDE PROPERTY INSURANCE AND ALL RISK INSURANCE COVERING THE ENTIRE PROJECT SCOPE.

**THERMAL & MOISTURE PROTECTION**

- THERMAL BUILDING INSULATION AT ASSEMBLIES TO EXTERIOR OR UNHEATED SPACES MEETING THE REQUIREMENTS OF GOVERNING CODES AND UNO, THE FOLLOWING MINIMUM REQUIREMENTS.
- EXTERIOR FRAME WALLS: R-13 CAVITY INSULATION PLUS R-5 INSULATED SHEATHING. IF STRUCTURAL SHEATHING COVERS 25 PERCENT OR LESS OF THE EXTERIOR, INSULATING SHEATHING IS NOT REQUIRED WHERE STRUCTURAL SHEATHING IS USED. IF STRUCTURAL SHEATHING COVERS MORE THAN 25 PERCENT OF EXTERIOR, STRUCTURAL SHEATHING SHALL BE SUPPLEMENTED WITH INSULATED SHEATHING OF AT LEAST R-2.
- ROOF: R-30 MINIMUM.
- FLASHING SHEET METAL AS REQUIRED TO PREVENT PENETRATION OF WATER THROUGH THE EXTERIOR SHELL OF THE BUILDING. IN ADDITION TO COMPLYING WITH THE PERTINENT RECOMMENDATION CONTAINED IN THE CURRENT EDITION OF ARCHITECTURAL SHEET METAL MANUAL BY SMACNA. ALL IRON SHEET METAL FLASHING SHALL BE HOT-DIPPED GALVANIZED COMPLYING WITH ASTM A93.
- GUTTER AND DOWNSPOUT SHALL BE DETERMINED BY THE GENERAL CONTRACTOR AND APPROVED BY THE OWNER SO AS TO PROVIDE POSITIVE ROOF AND SITE DRAINAGE. AT EACH DOWNSPOUT EXITING ON GRADE, CONTRACTOR SHALL PROVIDE AND INSTALL A SPLASH BLOCK OF SUFFICIENT SIZE TO PREVENT ANY DAMAGE TO SURROUNDING SURFACES.

**GYPSUM BOARD ASSEMBLIES**

- DESCRIPTION OF WORK: EXTENT OF GYPSUM BOARD ASSEMBLIES IS SHOWN ON DRAWINGS. THE WORK INCLUDES, BUT IS NOT LIMITED TO INTERIOR FINISH OF NEW EXTERIOR WALLS AND NEW INTERIOR PARTITIONS.
- STANDARDS: COMPLY WITH THE APPROPRIATE ASTM REQUIREMENTS THAT APPLY TO FRAMING INSTALLATION AND WITH UNITED STATES GYPSUM'S "GYPSUM CONSTRUCTION HANDBOOK".  
ASTM C36 - GYPSUM BOARD, ASTM C840 AND GA-216 FINISHES  
ASTM C 1047 - TRIM ACCESSORIES  
ASTM C 475 - JOINT TREATMENT MATERIAL  
ASTM C 665 - SOUND ATTENUATING BATT INSULATION (UNFACED)
- EMPLOY ONLY TRADESMAN EXPERIENCED IN FABRICATION AND INSTALLATION OF THIS SECTION.
- MATERIALS:  
METAL STUDS:  
EXTERIOR WALLS: 6", MINIMUM 16 GAUGE @ 16" O.C.  
INTERIOR PARTITIONS 3 5/8", MINIMUM 25 GAUGE @ 16" O.C.  
GYPSUM WALL BOARD: 5/8" THICK TYPE "X" AT ALL GALVANIZED OR ALUMINUM-COATED STEEL SHEET CORNERBEAD AT OUTSIDE CORNERS.  
JOINT TAPE  
JOINT COMPOUND
- FINISHING:  
PROVIDE LEVEL 2 FINISH: EMBED TAPE AND APPLY SEPERATE FIRST AND FILL COATS OF JOINT COMPOUND TO TAPE, FATENERS, AND TRIM FLANGES.  
ALL JOINT COMPOUND SHALL BE SMOOTH AND FREE OF TOOL MARKS.

**ALUMINUM STOREFRONT SYSTEM**

- DESCRIPTION OF WORK: EXTENT OF ALUMINUM STOREFRONT FRAMING ASSEMBLIES IS SHOWN ON DRAWINGS.  
THE WORK INCLUDES BUT IS NOT LIMITED TO EXTERIOR STOREFRONT SYSTEMS EQUAL TO KAWNEER TRI-FAB 451T.
- STANDARDS: COMPLY WITH THE APPROPRIATE ASTM REQUIREMENTS THAT APPLY TO ALUMINUM STOREFRONT INSTALLATION.  
ASTM E 330 - STRUCTURAL TESTING  
ASTM E 283 - AIR INFILTRATION  
ASTM E 331 - WATER PENETRATION  
NFRC 100 - THERMAL TRANSMITTANCE  
ADA 2010 - RAIL SIZE
- EMPLOY ONLY TRADESMEN EXPERIENCED IN FABRICATION AND INSTALLATION OF THIS SECTION.
- MATERIALS:  
ALUMINUM - ALLOY AND TEMPER RECOMMENDED BY MANUFACTURER FOR USE AND FINISH, ASTM B 209 SHEET AND ASTM B 221 EXTRUSIONS.  
FRAMING MEMBERS - MANUFACTURER'S STANDARD EXTRUDED ALUMINUM FRAMING MEMBERS OF THICKNESS REQUIRED AND REINFORCED AS REQUIRED TO SUPPORT IMPOSED LOADS.  
CONSTRUCTION - THERMALLY BROKEN FRAMING MEMBERS  
DOORS - 4 3/4" THICK GLAZED DOORS WITH MINIMUM 0.125" THICK EXTRUDED ALUMINUM TUBULAR RAIL & STILE MEMBERS, MECHANICALLY FASTEN CORNERS WITH REINFORCING. MEDIUM THICKNESS STILES AN TOP RAIL WITH MINIMUM 10" BOTTOM RAIL.
- FINISH: CLEAR ANODIZED ALUMINUM

**METAL DOORS**

- CONSTRUCTION:  
18 GA. COLD ROLLED, STRETCHER LEVELED, BONDERIZED STEEL SURFACE PANELS REINFORCED AND STIFFENED WITH HONEYCOMB CORE.  
16 GA. STILES, AND TOP & BOTTOM RAILS, WELDED TO SURFACE SHEETS AT MAXIMUM 2" O.C.  
STEEL REINFORCEMENT OF MINIMUM 18 GA. FOR HINGES, MINIMUM 12 GA. FOR CLOSERS, AND MINIMUM 14 GA. FOR HARDWARE.  
MEMBERS SHALL BE WELL FORMED, SQUARE, FLAT, IN TRUE ALIGNMENT AND SHALL BE REINFORCED FOR ALL HARDWARE.
  - UNITS SHALL BE EQUAL TO STEELCRAFT MANUFACTURING 'L' SERIES.
- GLAZING**
- DESCRIPTION OF WORK: EXTENT OF GLAZING IS SHOWN ON DRAWINGS.  
THE WORK INCLUDES BUT IS NOT LIMITED TO EXTERIOR STOREFRONT SYSTEM
  - STANDARDS: COMPLY WITH THE APPROPRIATE ASTM REQUIREMENTS THAT APPLY TO GLAZING INSTALLATION.  
ASTM E 1996 - WIND BORNE DEBRIS RESISTENCE  
IGMA PUBLICATION FOR INSULATING GLASS - SIGMA TM-3000 "NORTH AMERICAN GLAZING GUIDELINES FOR SEALED INSULATING GLASS UNITS FOR COMMERCIAL AND RESIDENTIAL USE."
  - EMPLOY ONLY TRADESMEN EXPERIENCED IN FABRICATION AND INSTALLATION OF THIS SECTION.
  - GLASS TYPES: 1" TINTED, LOW-E COATED INSULATED, TEMPERED GLASS
  - FINISH: LIGHT GRAY AS SELECTED BY OWNER

**MECHANICAL**

- INFORMATION AND LAYOUTS SHOWN ON DRAWINGS ARE SCHEMATIC IN DESIGN, AND SHALL BE REVIEWED BY MECHANICAL CONTRACTOR AND SUPPLIERS.
  - ALL MECHANICAL WORK FOR THIS PROJECT SHALL BE DESIGN/BUILD IN NATURE AND THE RESPONSIBILITY OF THE INSTALLING CONTRACTOR TO PROVIDE COMPLETE WORKING SYSTEMS WHICH COMPLIMENT THE INTENT OF THE PROJECT DESIGN AS SHOWN.  
COMPLY WITH IRC 2015 - MECHANICAL SECTIONS, ASHRAE AND SMACNA RECOMMENDATIONS.
- ELECTRICAL**
- INFORMATION AND LAYOUTS SHOWN ON DRAWINGS ARE SCHEMATIC IN DESIGN, AND SHALL BE REVIEWED BY ELECTRICAL CONTRACTOR AND SUPPLIERS.
  - ALL ELECTRICAL WORK FOR THIS PROJECT SHALL BE DESIGN/BUILD IN NATURE AND THE RESPONSIBILITY OF THE INSTALLING CONTRACTOR TO PROVIDE COMPLETE WORKING SYSTEMS WHICH COMPLIMENT THE INTENT OF THE PROJECT DESIGN AS SHOWN.  
COMPLY WITH IRC 2015 - ELECTRICAL SECTIONS, LOCAL CODES, AND PLUMBING.
  - INFORMATION AND LAYOUTS SHOWN ON DRAWINGS ARE SCHEMATIC IN DESIGN, AND SHALL BE REVIEWED BY PLUMBING CONTRACTOR AND SUPPLIERS.
  - ALL PLUMBING WORK FOR THIS PROJECT SHALL BE DESIGN/BUILD IN NATURE AND THE RESPONSIBILITY OF THE INSTALLING CONTRACTOR TO PROVIDE COMPLETE WORKING SYSTEMS WHICH COMPLIMENT THE INTENT OF THE PROJECT DESIGN AS SHOWN.
- COMPLY WITH IRC 2015 - PLUMBING SECTIONS, IOWA STATE PLUMBING CODE AND ASME RECOMMENDATIONS.

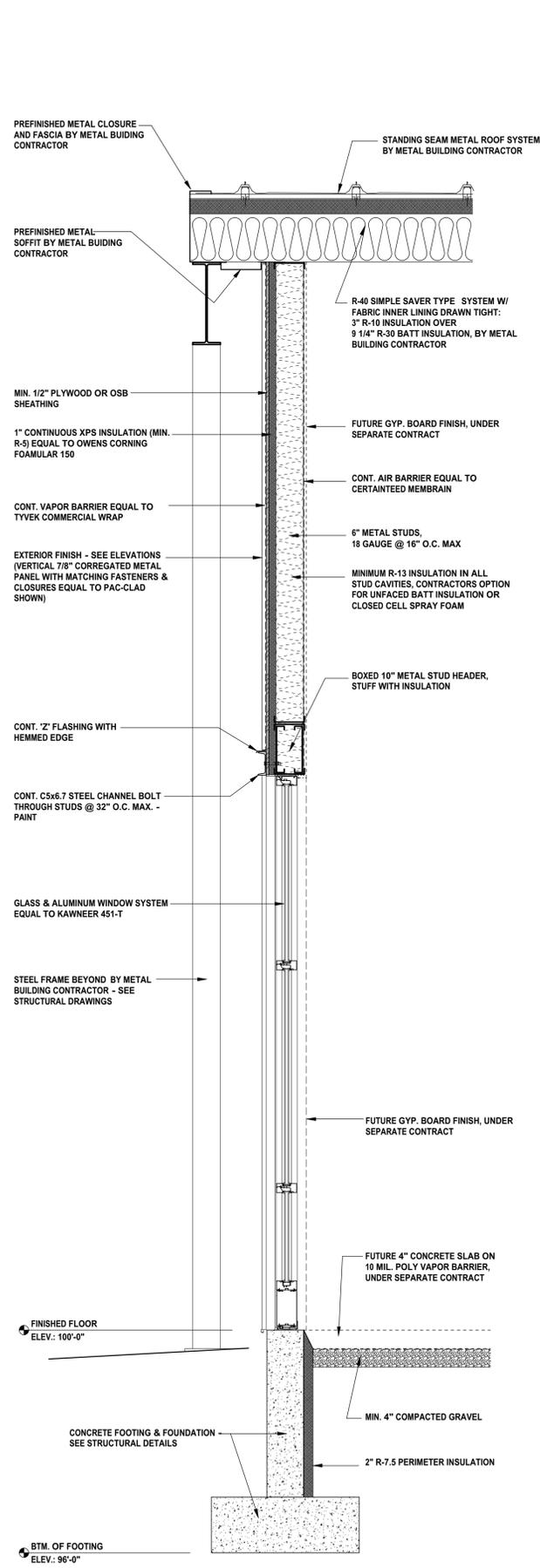
A New Facility at:  
**936 Viking Road**  
**Building #1**  
Cedar Falls, IA 50613

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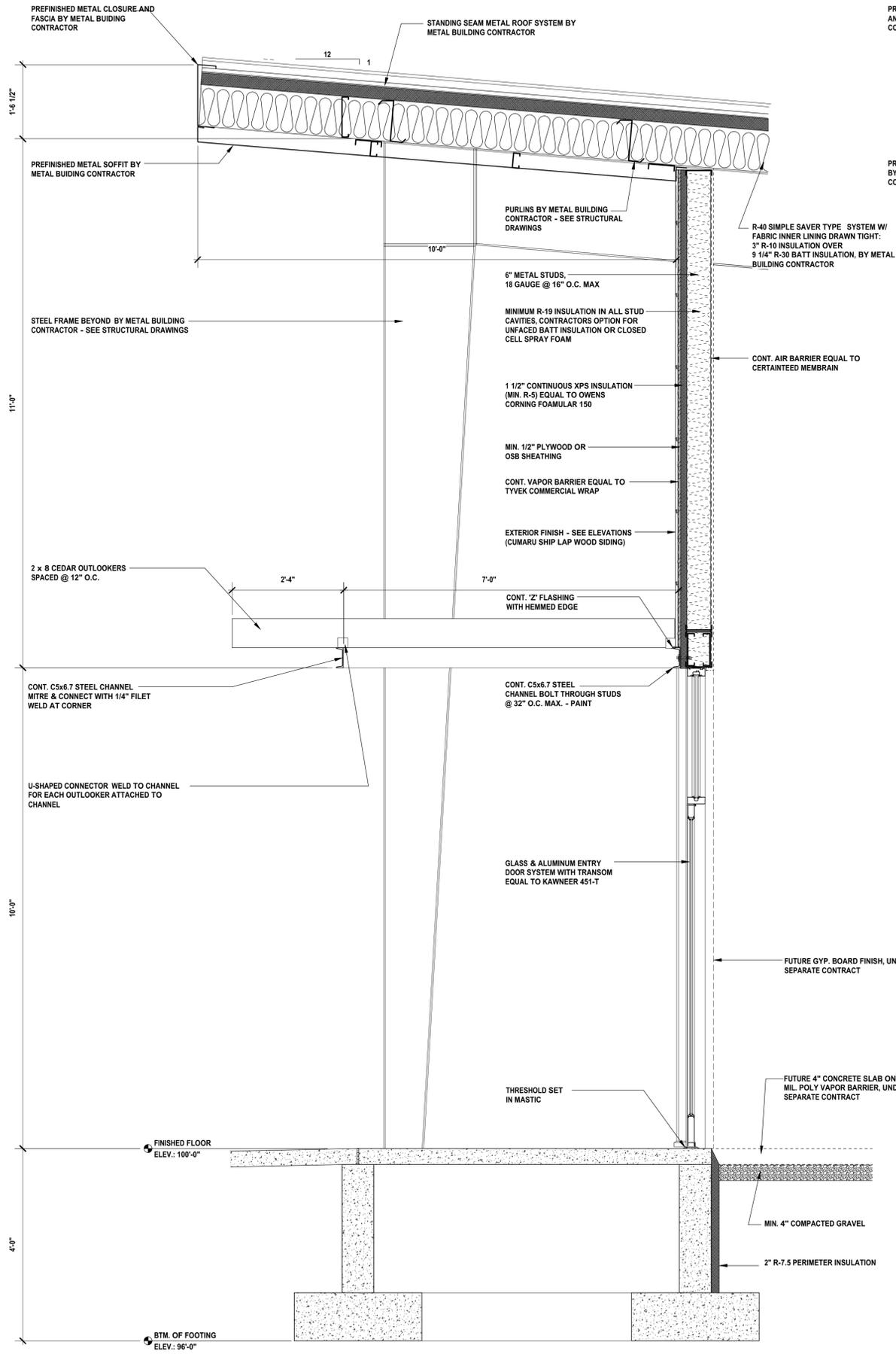
**DK Management**  
R. Wayne Williamson, Architect  
604 Clay Street, Cedar Falls, IA 50613 319-768-7235

Project Number 018019	
CAD File Name Building 1 Plan	
Drawn By RWW	Checked By RWW
Sheet Name FLOOR PLAN	
Sheet Number A2	
Copyright R. Wayne Williamson, AIA	
Date 7/2/18	378

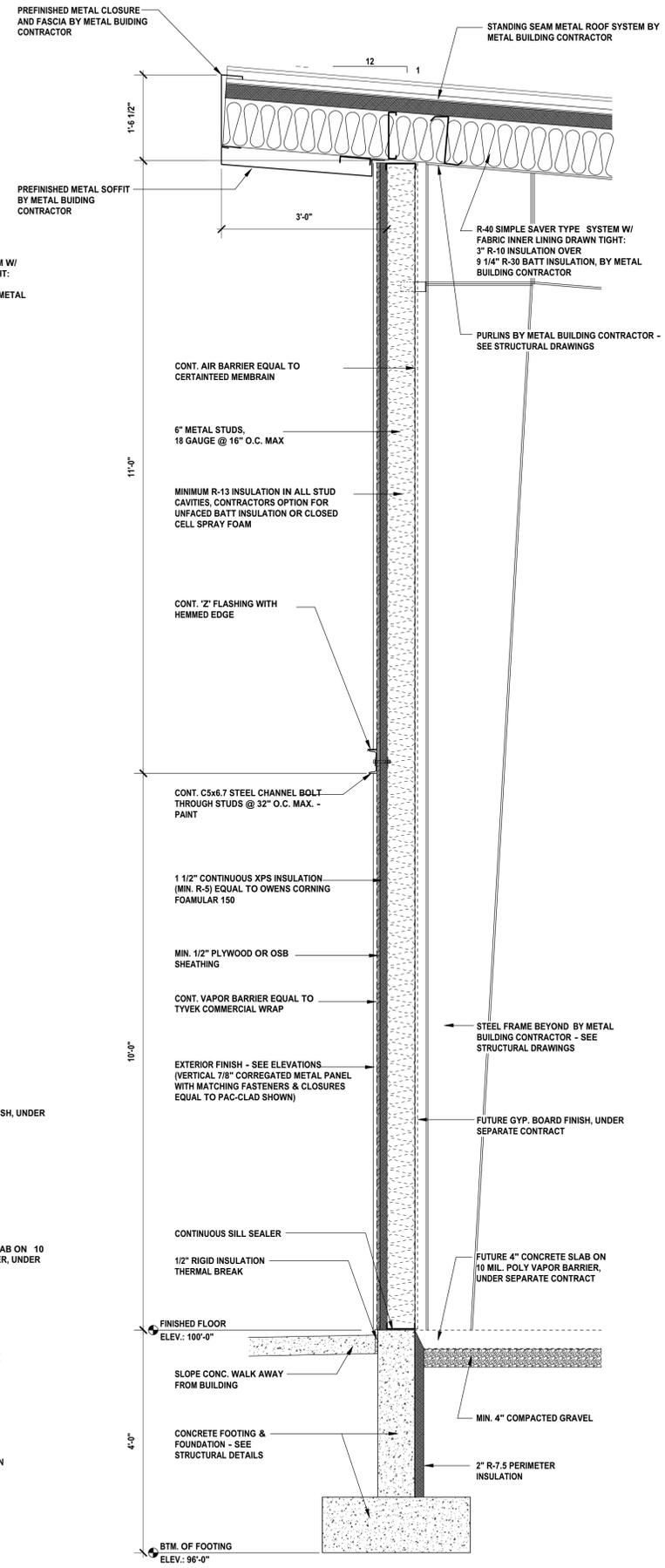




1 WALL SECTION  
Scale: 3/4" = 1'-0"



2 WALL SECTION  
Scale: 3/4" = 1'-0"



3 WALL SECTION  
Scale: 3/4" = 1'-0"

A New Facility at:  
**936 Viking Road**  
**Building #1**  
Cedar Falls, IA 50613

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**DK Management**  
R. Wayne Williamson, Architect  
604 Clay Street, Cedar Falls, IA 50613 319-768-7235

Date	Description of Revision

Project Number	018019
CAD File Name	Building 1 Plan
Drawn By	Checked By
RWW	RWW
Sheet Name	WALL SECTIONS
Sheet Number	A4
Copyright R. Wayne Williamson, AIA	
Date:	7/2/18 380



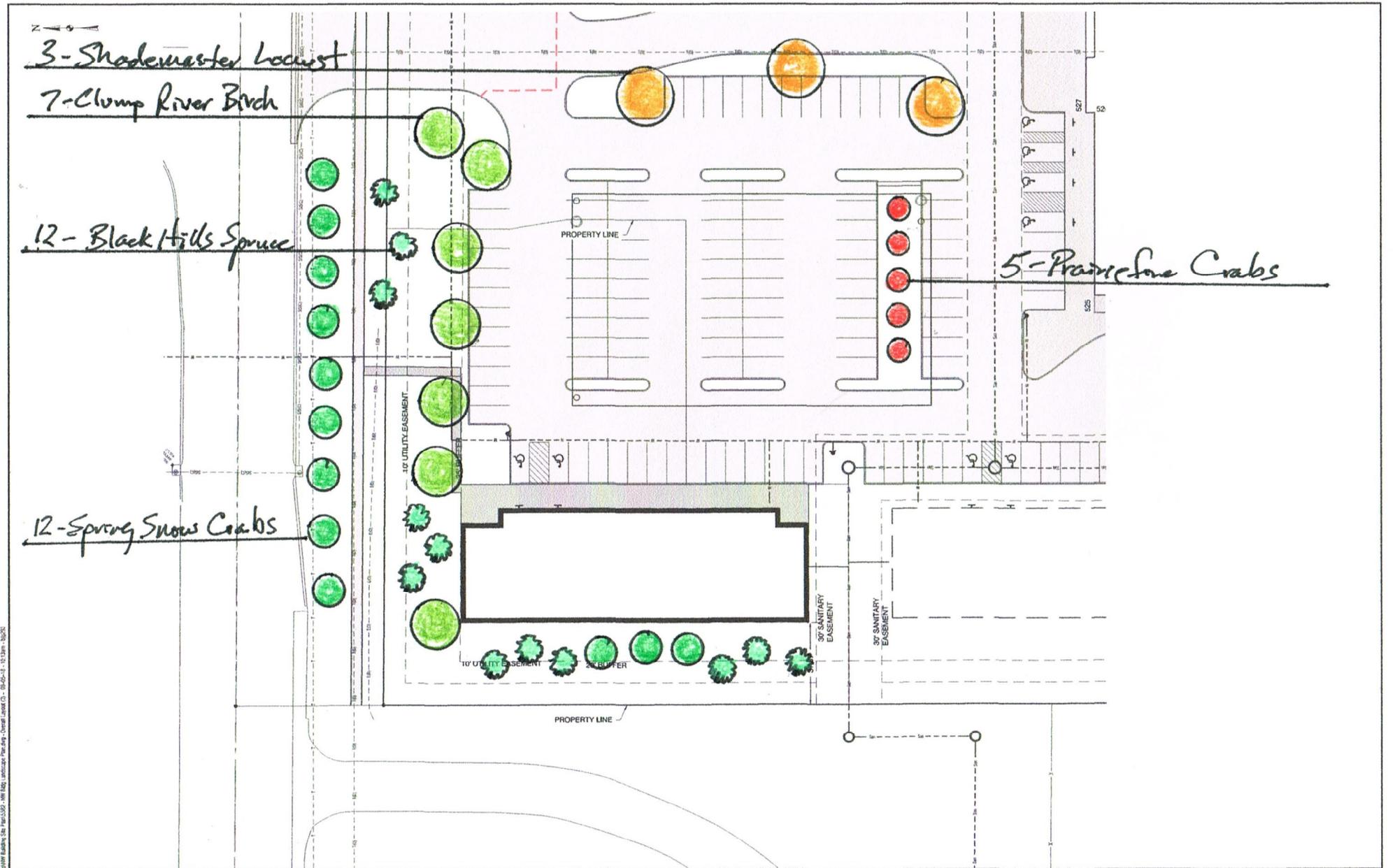
3- Shademaster Locust

7- Clump River Birch

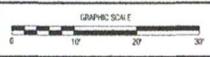
12- Black Hills Spruce

12- Spring Snow Crabs

5- Prairie Fire Crabs



2:55:00pm 1/28/2019 Building Site Plan 1/28/2019 - 10:13:30am 1/28/2019



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

**CGA** Clayton & Clatter Associates, Inc.  
 10 East Main Street  
 Marshalltown, Iowa 50158  
 Ph: 641-752-6791  
 www.cgaia.com

DESIGNED:	DATE:
DRAWN:	DATE:
CHECKED:	DATE:
APPROVED:	DATE:

**924 VIKING ROAD**  
 CEDAR FALLS, IOWA

**LANDSCAPING PLAN**

PROJECT NO.	5582
SHEET NO.	C.202



## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Honorable Mayor James P. Brown and City Council  
**FROM:** Shane Graham, Planner II  
**DATE:** November 29, 2018  
**SUBJECT:** Midland Atlantic Development Company Developmental Agreement

**REQUEST:** Approve Developmental Agreement for HWY-1 Highway Commercial Zoning District

**PETITIONER:** Midland Atlantic Development Company, L.L.C.

**LOCATION:** Southwest corner of Highway 58 and W. Ridgeway Avenue

On November 5, 2018, City Council approved the final reading of the rezoning of this property from A-1 Agricultural District to HWY-1 Highway Commercial District along with a conditional zoning agreement. At that same meeting City Council approved a Highway 20 Overlay Zoning District site plan for the new retail development on the site, subject to approval of a development agreement to address the public improvements necessary to support the development of the property under the HWY-1 Zoning. The rezoning of the property and site plan approval will allow for construction of a new 257,000 square foot Fleet Farm retail store with yard area, along with a new Fleet Farm convenience store/gas station. Three future retail buildings totaling 55,000 square feet are also shown on the development site plan just to the north of the retail building, and two future buildable lots along the east side of the property are also shown. However, the future retail buildings and future outlots are not a part of this site plan review.



Proposed Development Site

As part of the rezoning request, the developer and City have been working on drafting an acceptable developmental agreement, for the purpose of outlining the public roadway improvements that will be necessary as part of this development project. Development of the site will significantly increase the traffic to and from the site, which will have an impact on the traffic volumes and circulation on adjacent roadways such that certain public improvements will be necessary to meet the public needs generated by the proposed development.

In order to determine the improvements to the public roadways necessary to support the development of this property, the City required the applicant to conduct a traffic study. The traffic study was originally submitted to the City on July 23, 2018, and a review of the study was completed by City staff and by City-hired peer review. It was determined that certain corrections needed to be made to the study to adequately address future traffic impacts, including assessment of a number of alternative options for access at the proposed main entrance and at Nordic Drive.

On October 1, 2018, the applicant submitted a revised traffic study to the City. City staff reviewed the latest traffic study submitted by the developer's traffic consultant Bayer Becker, and it has also been peer reviewed by a traffic engineering consultant hired by the City. There is a memo included in the Council materials from the City Engineer outlining the City's assessment of the traffic study and the City staff's recommended roadway improvements necessary to accommodate the traffic generated by the proposed development, while balancing the needs of adjacent property owners and businesses in the area. The developer's traffic engineer has also submitted a site plan showing the agreed upon Phase I and Phase II roadway improvements, which is also included in the submittal materials.

The developer and staff have agreed on the public improvements that will be needed, which are spelled out within the development agreement. In general, it is recommended that a roundabout be installed on W. Ridgeway Avenue at the intersection of Driveway #1 (main drive into the Midland development), and that the intersection of Nordic Drive and W. Ridgeway Avenue become a fully signalized intersection. Additional improvements will also be necessary at the intersection of Ridgeway Avenue and Highway 58. The Iowa DOT is currently considering plans for improvements to this intersection, with a tentative timeline for construction by 2023. However, they are in the early planning stages, so details are not yet available. Due to physical constraints at this intersection, including the location of large culverts and wetlands in the ditches, the developer and City have proposed phasing the improvements. Staff and the developer agree that it is reasonable to construct the improvements in two phases:

- Phase I: The Phase I Roadway Improvements shall generally include:
  - Construction of a 2-lane roundabout. Right-of-way on the north side of W. Ridgeway Avenue shall be secured by the City of Cedar Falls to facilitate the roundabout design. Any right-of-way that is needed on the south side of W. Ridgeway Avenue to facilitate the roundabout design shall be dedicated to the City by the Owner or Developer at no cost to the City.
  - Construction of a signalized intersection on W. Ridgeway Avenue at Nordic Drive/Site Drive #2. A temporary signal may be installed until the Phase II Roadway Improvements are completed.
  - These improvements include a 5-foot wide sidewalk to be installed along W. Ridgeway Avenue from the west property line to the intersection of Ridgeway and Nordic/Drive #2, with crosswalks at this intersection and at the roundabout.
  - Any right-of-way that is needed along the South side of W. Ridgeway Avenue and along the west side of Highway 58 to complete the Phase I and Phase II Roadway

Improvements shall be dedicated to the City by the Owner or Developer within 30 days of written notice from the City, at no cost to the City.

- Any temporary construction or permanent access and utility easements that may be needed on the Real Estate for the Phase I Roadway Improvements shall be granted by the Owner or Developer to the City (so long as the same do not encroach into the building pad for the convenience store building or gas station canopy or signage location as shown on the approved Site Plan). Such easements shall be granted to the City by the Owner or Developer at no cost to the City in a form reasonably acceptable to the Owner, Developer and City. The City, Owner and Developer will work together to minimize impacts to the planned improvements on the Real Estate.
- Phase II: The Phase II Roadway Improvements shall generally include:
  - Any necessary upgrades to the traffic signals at the intersection of W. Ridgeway Avenue and Highway 58.
  - Install dual left turn lanes along eastbound W. Ridgeway Avenue.
  - Install dual left turn lanes along west bound W. Ridgeway Avenue at Nordic Drive.
  - Install right turn lane along eastbound W. Ridgeway Avenue at Hwy 58.
  - Install right turn lane along westbound W. Ridgeway Avenue at Nordic Drive.
  - Install any retaining walls necessary along W. Ridgeway Avenue to support the roadway improvements and the required public sidewalk.
  - Reconstruct culverts, as necessary.
  - Any additional right-of-way that is needed along the south side of W. Ridgeway Avenue or west side of Highway 58 adjacent to the Real Estate to facilitate the Phase II Roadway Improvements shall be dedicated to the City by the Owner or Developer within 30 days of written notice from the City, at no cost to the City.
  - Construction of the Phase II Roadway Improvements shall be completed by the City and/or IDOT at no additional cost to the Owner or Developer.
  - Any temporary or permanent easements that may be needed for the Phase II Roadway Improvements shall be provided to the City by the Owner or Developer at no cost to the City within 30 days of written notice from the City, and shall be granted in a form reasonably acceptable to the City. The City, Owner and Developer will work together to minimize impacts to the planned improvements on the Real Estate.

Also included in the Phase I and Phase II Roadway Improvements is a public sidewalk that will be constructed along the W. Ridgeway Avenue frontage of the property. It has been agreed that the sidewalk portion from the west property line to Nordic Drive will be completed in conjunction with the Phase I Roadway Improvements, and the sidewalk portion from Nordic Drive to Highway 58 will be completed in conjunction with the Phase II Roadway Improvements.

In order to construct the public improvements, there may be additional impacts to the wetlands located in the ditch along W. Ridgeway Avenue between Site Drive #2 and Highway 58. The proposed development agreement states that the City and the Developer will be joint applicants on any required permits needed due to impacts to the wetlands. Any mitigation required will be paid for by the City using the funds that the Developer pays to the City according to the agreement.

For the Phase I and Phase II Roadway Improvements, the City has estimated the total cost of construction to be approximately \$4,065,000.00. The agreement indicates that the City will construct the improvements listed in both phases, with the Phase I Roadway Improvements being completed in 2019, and with a tentative construction timeline for the Phase II Roadway Improvements in 2020 or 2021. The agreement indicates that the developer will pay the City

lump sum cash payment of \$1,708,000.00, which the parties have agreed is a good faith estimate of the Developer's equitable share of the cost of the Public Improvements deemed necessary to provide for safe and efficient traffic control and circulation as well as pedestrian safety to serve the long term needs caused by development of this property under the HWY-1 Zoning.

A draft of the development agreement by and between the City of Cedar Falls, Iowa, VEREIT Real Estate, L.P., Mills Properties, LLC and Midland Atlantic Development Company, LLC is attached for your review. This agreement has been reviewed by City Attorney Kevin Rogers, and the developer, owner and tenant of the property.

#### STAFF RECOMMENDATION

The Community Development Department has reviewed the development agreement and recommends that the City Council adopt and approve the following:

1. Resolution approving and authorizing execution of a development agreement by and between the City of Cedar Falls, Iowa, VEREIT Real Estate, L.P., Mills Properties, LLC, and Midland Atlantic Development Company, LLC.

If you have any questions regarding the proposed development agreement, please contact the Community Development Department.

HWY-1 HIGHWAY COMMERCIAL ZONING DISTRICT  
DEVELOPMENT AGREEMENT

This development agreement (this "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the City of Cedar Falls, Iowa, hereinafter called the "City", VEREIT Real Estate, L.P., a Delaware limited partnership, hereinafter called "Owner", Mills Properties LLC, a Delaware limited liability company, hereinafter called "Tenant", and Midland Atlantic Development Company, LLC, an Ohio limited liability company, hereinafter called "Developer", for the purpose of outlining procedures to be followed and requirements to be satisfied, all in connection with the development of certain land located at the southwest corner of W. Ridgeway Avenue and Iowa Highway 58, in Cedar Falls, Iowa, containing approximately 49.52 acres, more or less, said land being legally described as follows:

**All that part of the East ½ of the Northwest Fractional Quarter of Section 2, Township 88 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, lying Northerly of Highway No. 20 described in 539 LD 76 and 571 LD 973, except those parts conveyed for public highway in 113 LD 199 and 539 LD 85, and also except that part thereof conveyed to the City of Cedar Falls, Iowa, in Doc. No. 2011-00009788,**

AND

**All that part of the West ½ of the Northeast Fractional Quarter of Section 2, Township 88 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, lying Northerly and Westerly of Highway No. 20 described in 539 LD 76 and lying Westerly and Southerly of the public highway described in 569 LD 205 and 539 LD 85,**

hereinafter called the "Real Estate"; and

WHEREAS, it is the desire of the Owner, which owns or shall acquire the Real Estate in fee simple, the Tenant, which owns or will acquire a long-term leasehold interest in the Real Estate pursuant to a lease agreement between Owner, as lessor, and Tenant, as lessee (the "Lease"), and Developer, which has entered into or will enter into an agreement with Tenant, to develop the Real Estate within the city limits of Cedar Falls, Iowa, as part of the HWY-1, Highway Commercial Zoning District; and

WHEREAS, the Owner, Tenant, and Developer acknowledge that proposed development of the Real Estate will significantly increase vehicular traffic to and from the site as well as on adjacent public roadways and also lead to additional pedestrian and bicycle traffic, such that certain public improvements are necessary to meet public needs generated by the proposed development; and

WHEREAS, Ordinance No. 2933, a Conditional Zoning Agreement, has been approved by the City Council of the City upon its third and final consideration on November 5, 2018 (hereinafter called the “Conditional Zoning Agreement”), acknowledging that certain conditions and restrictions are reasonable to ensure the development of the Real Estate is consistent with the Comprehensive Plan, including sidewalk, street, intersection, and traffic control improvements to provide for safe and efficient pedestrian and traffic control and circulation; and

WHEREAS, it is the desire of the City of Cedar Falls to insure that said development proceeds in an orderly manner, and that the Owner, Tenant and Developer comply with all applicable city ordinances, city policies and practices, and otherwise act in conformity with public health, safety, morals and general welfare of the citizens of Cedar Falls and the general public at large, and in conformity will all applicable local, state and federal laws.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the City, Owner, Tenant and the Developer (collectively the “Parties”) agree as follows:

**1) PRECONDITIONS TO CITY OBLIGATIONS**

All of the City’s obligations hereunder are conditioned upon the following:

- (a) Owner acquiring the Real Estate in fee simple, recording title to the Real Estate, and providing proof of title to the City on or before February 15, 2019; and
- (b) Tenant acquiring a long-term (25 years) leasehold interest in the Real Estate from Owner pursuant to the Lease and providing a copy of a fully executed Memorandum of the Lease to the City on or before February 15, 2019; and
- (c) Developer entering into an agreement with Tenant to develop the Real Estate consistent with this Agreement and providing proof of such agreement to the City on or before February 15, 2019.

The City shall have no obligation to take any action or provide any consideration under this Agreement until all of these preconditions are satisfied. If any of the aforementioned preconditions are not satisfied by February 15, 2019, then this Agreement shall automatically terminate without any further action by the City.

**2) GENERAL**

The Tenant and Developer intend to build a commercial retail development on the Real Estate, which shall initially include a 185,000 square foot Fleet Farm store along with the adjacent 72,000 square foot yard and a convenience store with gas station and carwash facilities, along with associated parking, storm water management facilities, utilities, access drives, internal drives, sidewalks and landscaping features, hereinafter called the “Initial Development”, as illustrated on the site plan approved by the Cedar Falls City Council on November 5, 2018, and hereinafter called the “Site Plan”. Additionally, Owner, Tenant and Developer plan to sell, lease or develop additional retail space, currently shown for illustration purposes on the Site Plan as “Future Buildings A, B, and C,” and “Future Outlots”. This future development will consist of any commercial use permitted in the HWY-1 District, subject to approval of a subdivision plat, site plan review and approval by the City prior to development, and compliance with all applicable laws and policies.

By its execution of this Agreement, the City hereby acknowledges and agrees that under the terms of the Lease, all development obligations with respect to the Real Estate, including those contained herein, shall be the obligation of Tenant, as lessee under the Lease. Further, by Tenant’s execution of this Agreement, Tenant hereby acknowledges and agrees that it assumes and shall be responsible for all

duties and obligations of VEREIT Real Estate, L.P., as “Owner” under this Agreement (including, without limitation, any and all duties and obligations of Owner with respect to the Developer’s Contribution and under the Project Escrow Agreement (defined below)). Notwithstanding the foregoing to the contrary, by execution of this Agreement and upon becoming fee simple title holder of the Real Estate, VEREIT Real Estate, L.P. hereby agrees to join in and convey the easements and dedications to be granted to the City as contemplated in this Agreement.

### **3) SITE ACCESS**

In order to satisfy the public need for safe and efficient pedestrian and traffic control and circulation to and from the Real Estate, it has been determined that two access points will be granted along W. Ridgeway Avenue, as shown on the Site Plan. Although this property has frontage along both Highway 58 and US Highway 20, no access will be allowed from those frontages.

### **4) PHASE I ROADWAY IMPROVEMENTS**

The “Phase I Roadway Improvements” shall consist of improvements to the W. Ridgeway Avenue and Private Drive/Proposed Site Drive #1 intersection, and the W. Ridgeway Avenue and Nordic Drive Site Drive #2 intersection, as further described below. The City agrees to promptly commence, and thereafter, construct the Phase I Roadway Improvements in 2019, provided (and promptly upon) all of the following preconditions are satisfied:

- (a) the preconditions in Paragraph 1 are satisfied;
- (b) the City has issued a building permit to Tenant or Developer for the construction of the Initial Development proposed on the Site Plan;
- (c) the City has completed all legislative processes associated with allocating funds for the Phase I Roadway Improvements and Phase I Pedestrian Access;
- (d) the City has completed all legislative processes associated with letting bids for the Phase I Roadway Improvements and Phase I Pedestrian Access Improvements;
- (e) Pursuant to Paragraph 7 of this Agreement, the Developer’s Contribution has been deposited into the Project Escrow Account, as defined and described in the Project Escrow Agreement (defined below); and
- (f) Owner, Tenant, and/or Developer has granted to the City, at no cost to the City, all construction and maintenance easements on the Real Estate, as well as dedicated and/or deeded to the City, at no cost to the City, all right-of-way on the Real Estate, all as is reasonable and necessary to allow for the construction and maintenance of the Phase I Roadway Improvements and Phase I Pedestrian Access Improvements.

Precondition (f) noted above does not include the acquisition of right-of-way that may be needed on the north side of W. Ridgeway Ave., which shall be obtained by the City at its sole cost and expense. The City shall in good faith, pursue satisfaction of preconditions (c) and (d) herein.

If the Phase I Roadway Improvements have not been completed by the time an occupancy permit is requested for the first building within the Initial Development on the Real Estate, the City shall work cooperatively with the Owner, Tenant and Developer to provide safe and convenient access from W. Ridgeway Avenue to the Real Estate while the Phase I Improvements are being completed. Additionally, the City shall work cooperatively with the Developer and Tenant to allow construction on the Real Estate and fixturing/stocking of the Initial Development to occur during the City’s construction of the Phase I Roadway Improvements. Occupancy permits for business operation of the Initial Development shall not be denied or delayed due to the City’s construction of the Phase I Roadway Improvements, provided the “Developer’s Contribution” has been deposited into the Project Escrow Account.

The Phase I Roadway Improvements are generally described below and illustrated on the Site Plan. The City reserves the right to make adjustments to these listed improvements based on final design specifications so long as the scope of work and the access to be provided to the Real Estate remain substantially as outlined herein.

- W. Ridgeway Avenue and Private Drive/Proposed Site Drive #1 Intersection:
  - Construct a 2-lane roundabout. Right-of-way on the north side of W. Ridgeway Avenue shall be secured by the City of Cedar Falls to facilitate the roundabout design. Any right-of-way that is needed on the south side of W. Ridgeway Avenue to facilitate the roundabout design shall be dedicated to the City by the Owner, Tenant or Developer at no cost to the City.
- W. Ridgeway Avenue and Nordic Drive / Development Site Drive #2 Intersection:
  - Upgrade to a full operational and signalized intersection at the intersection of W. Ridgeway Avenue and Nordic Drive / Development Site Drive #2. A temporary signal may be installed until the Phase II Roadway Improvements are completed.
- Any right-of-way along the South side of W. Ridgeway Avenue and along the west side of Highway 58 that is reasonable and necessary to complete the Phase I and Phase II Roadway Improvements shall be dedicated to the City by the Owner, Tenant and/or Developer within 30 days of written notice from the City, at no cost to the City.
- Any temporary construction or permanent access and utility easements on the Real Estate that is reasonable and necessary for the Phase I Roadway Improvements shall be granted by the Owner, Tenant and/or Developer to the City (so long as the same do not encroach into the building pad for the convenience store building or gas station canopy or signage location as shown on the approved Site Plan). Such easements shall be granted to the City by the Owner, Tenant and/or Developer at no cost to the City in a form reasonably acceptable to the City, Owner, Tenant and Developer. Acceptance of the form of easements on the part of the Owner, Tenant, and Developer shall not be unreasonably withheld.

## **5) PHASE II ROADWAY IMPROVEMENTS**

The “Phase II Roadway Improvements” shall consist of improvements along W. Ridgeway Avenue, from Nordic Drive to the Highway 58 intersection. Any improvements within the Highway 58 right-of-way will be coordinated with the Iowa Department of Transportation and may require its approval. It is anticipated that the Phase II Roadway Improvements will occur after the Phase I Roadway Improvements are completed, and construction is anticipated in 2020 or 2021; however, this is a preliminary date only. The City’s obligation to construct the Phase II Roadway Improvements is conditioned on the satisfaction of all of the following preconditions:

- (a) the preconditions in Paragraph 1 are satisfied;
- (b) completion of the Initial Development as set forth in the Site Plan and the issuance of a certificate of occupancy related thereto;
- (c) the receipt of approval from the Iowa Department of Transportation for the completion of the Phase II Roadway Improvements, if necessary;
- (d) the completion of the Phase I Roadway Improvements;
- (e) the City has completed all legislative processes associated with allocating funds for the Phase II Roadway Improvements and Phase II Pedestrian Access Improvements;
- (f) the City has completed all legislative processes associated with letting bids for the Phase II Roadway Improvements and Phase II Pedestrian Access Improvements;

- (g) Pursuant to Paragraph 7 of this Agreement, the Developer's Contribution has been deposited into the Project Escrow Account, as defined and described in the Project Escrow Agreement (defined below); and
- (h) Owner, Tenant, and/or Developer has granted to the City, at no cost to the City, all construction and maintenance easements on the Real Estate, as well as dedicated and/or deeded to the City, at no cost to the City, all right-of-way on the Real Estate, all as is reasonable and necessary to allow for the construction and maintenance of the Phase II Roadway Improvements and Phase II Pedestrian Access Improvements.

Precondition (h) noted above does not include acquisition of right-of-way that may be needed on the north side of W. Ridgeway Ave. or on the east side of Hwy. 58 which shall be obtained by the City at its sole cost and expense. The City shall in good faith, pursue satisfaction of preconditions (e) and (f) above.

The Phase II Roadway Improvements to be completed are generally described below and illustrated on the Site Plan. The City reserves the right to make adjustments to these listed improvements based on final design specifications; so long as the scope of work and the access to be provided to the Real Estate remain substantially as outlined herein.

- Any necessary upgrades to the traffic signals at the intersection of W. Ridgeway Avenue and Highway 58.
- Install dual left turn lanes along eastbound W. Ridgeway Avenue.
- Install right turn lane along eastbound W. Ridgeway Avenue.
- Install dual left turn lanes along westbound W. Ridgeway Avenue at Nordic Drive.
- Install right turn lane along westbound W. Ridgeway Avenue at Nordic Drive.
- Install any retaining walls necessary along W. Ridgeway Avenue and/or Highway 58 to support the roadway improvements and the required public sidewalk.
- Reconstruct culverts, as necessary.
- Any additional right-of-way along the south side of W. Ridgeway Avenue or west side of Highway 58 adjacent to the Real Estate that is reasonable and necessary to facilitate the Phase II Roadway Improvements shall be dedicated to the City by the Owner, Tenant and/or Developer within 30 days of written notice from the City, at no cost to the City.
- Construction of the Phase II Roadway Improvements shall be completed by City and/or IDOT at no additional cost to Owner, Tenant or Developer, beyond their obligations as set forth in this Agreement.
- Any temporary or permanent easements on the Real Estate that is reasonable and necessary that may be needed for the Phase II Roadway Improvements shall be provided to the City by the Owner, Tenant and/or Developer at no cost to the City within 30 days of written notice from the City, and shall be granted in a form reasonably acceptable to the City, Owner, Tenant and Developer. Acceptance of the form of easements on the part of the Owner, Tenant, and Developer shall not be unreasonably withheld. The City, Owner, Tenant, and Developer will work together to minimize impacts to the planned improvements on the Real Estate.

## **6) PEDESTRIAN ACCESS**

Per City site plan requirements, a 5-foot wide public sidewalk shall be installed along W. Ridgeway Avenue from the northwest corner of the Real Estate to the corner of Highway 58. Also, crosswalks shall be installed across W. Ridgeway Avenue at Site Drive #2 and at Site Drive #1 to connect the public sidewalk to the recreational trail along the north side of W. Ridgeway Avenue. The installation of the sidewalk from the northwest corner of the property to Nordic Drive, and associated crosswalks ("Phase I Pedestrian Access

Improvements”), shall be completed by the City in conjunction with the Phase I Roadway Improvements in 2019, subject to satisfaction of all of the preconditions set forth in Paragraph 4 above. Subject to satisfaction of all of the preconditions set forth in Paragraph 5 above, the installation of the sidewalk from Nordic Drive to Highway 58 (“Phase II Pedestrian Access Improvements”) shall be completed by the City in conjunction with the Phase II Roadway Improvements, notwithstanding the requirement in paragraph 3(d) of the Conditional Zoning Agreement that specifies that said sidewalk shall be completed by the Applicant or then-Tenant prior to issuance of an occupancy permit for the first building constructed on the development site. Any right-of-way on the south side of W. Ridgeway Avenue or the west side of Highway 58 that is needed to complete the sidewalk with a 10-foot wide parkway buffer between the street and sidewalk shall be dedicated to the City by the Owner, Tenant or Developer at no cost to the City. The Pedestrian Access described in this paragraph shall be constructed by the City and paid for using the funds that the Developer pays to the City as described in Paragraph 7. The City agrees that the Conditional Zoning Agreement has been fully complied with in this respect, and the Owner, Tenant and Developer agree to this procedure, and the parties waive any variation between the Conditional Zoning Agreement with respect to construction of the public sidewalk.

#### **7) COST OF PUBLIC IMPROVEMENTS**

The total cost of constructing the Phase I and Phase II Roadway Improvements and Phase I and Phase II Pedestrian Access Improvements (together, hereinafter, “Public Improvements”) is estimated to be \$4,065,000.00. The Developer, Owner, or Tenant shall contribute the total sum of \$1,708,000.00 (the “Developer’s Contribution”) towards the total cost of Public Improvements. Although the actual total cost of Public Improvements cannot be ascertained at this time (and may be more than the estimated amount or less than the estimated amount), the parties agree that the funds paid by the Developer constitute a good faith estimate of the Owner, Developer, and Tenant’s equitable share of the cost of the Public Improvements, which are deemed necessary to provide for safe and efficient traffic control and circulation as well as pedestrian safety to serve the long term needs caused by the development of the Real Estate under HWY-1 Zoning. The Parties agree that simultaneous to their execution of this Agreement, they shall execute the Project Escrow Agreement attached hereto as Exhibit A (the “Project Escrow Agreement”). Prior to the City Council’s acceptance and approval of the plans for the Phase I Roadway Improvements, Owner, Developer, or Tenant shall deposit the Developer’s Contribution in the Project Escrow Account as defined and described in the Project Escrow Agreement to be accessed by the City to fund the Public Improvements consistent with the terms of the Project Escrow Agreement and this Agreement. If payment of the Developer’s Contribution is not made on a timely basis as set forth herein, or within any extension of time that the Parties may mutually agree to in writing, then the parties agree that the Owner, Tenant, and Developer shall then be in substantial and material breach of this Agreement, in which case any and all building permits previously issued for any development on the Real Estate may be immediately revoked by the City in its absolute discretion, and no occupancy permit shall be granted for any development on the Real Estate, until payment of the Developer’s Contribution is made in full. Also, in such case the Public Improvements may not, in City’s sole discretion, be constructed until the Developer’s Contribution is paid into the Project Escrow Account in full. The City shall use the Developer’s Contribution as follows:

- The City shall have sole access to Developer’s Contribution immediately upon deposit, and said funds shall be used in the City’s absolute discretion at any time, but solely and exclusively for the cost of the Public Improvements.
- Developer’s Contribution shall remain in the Project Escrow Account and available for use by the City to fund the Public Improvements, regardless of whether or not initial or future development of the Real Estate as described herein, or any other development of the Real Estate, is completed.

Interest earned on the Developer's Contribution funds while in the Project Escrow Account shall be added to the funds available to the City for construction costs of all Public Improvements.

The payment of Developer's Contribution required under this Agreement shall not be increased or decreased, regardless of the actual total cost of Public Improvements; and such amount shall be the complete, final, and only amount Owner, Tenant or Developer, shall pay for completion; design; and construction of the Public Improvements. Any and all remaining cost shall be paid for by the City.

Owner, Tenant, and Developer recognize and agree the Public Improvements shall be owned by the City and that Owner, Tenant, and Developer shall not have any special legal entitlements or other rights not held by members of the general public with respect to ownership, sufficiency for any particular purpose, or use of the Public Improvements.

### **8) CONDITIONAL ZONING AGREEMENT**

The Conditional Zoning Agreement recited above provides that the improvements described in this Agreement as Public Improvements must be completed prior to the issuance of an occupancy permit for any development on the Real Estate. The parties agree that said Public Improvements may be phased and completed as outlined herein notwithstanding the stated timing of the improvements in the Conditional Zoning Agreement. In addition, the Conditional Zoning Agreement provides that the improvements described in this Agreement as Public Improvements shall be specified and delineated in a development agreement prior to approval of the first site plan for development of the Real Estate. The parties agree that the first site plan for development of the Real Estate could be submitted to the City Council of the City prior to approval of this Agreement, but only if approval of the site plan was conditioned upon approval of this Agreement.

### **9) WETLANDS**

The City agrees to be a joint applicant with the Owner, Tenant or Developer on any wetland permits that may need to be obtained as a result of the construction of the Public Improvements. Any mitigation required due to impacts to the wetlands shall be completed and paid for by the City using the funds that the Developer pays to the City as described in Paragraph 7.

### **10) COSTS AND EXPENSES OF DEVELOPMENT**

Costs associated with the development of the Real Estate, including, sanitary sewer, city water, electric, gas, communication and other utilities connections and services, landscaping, internal sidewalk network, signage, storm water management, site development, subdivision, platting and all other development expenses, shall be at no cost to the City, except for the Public Improvements described herein.

### **11) EASEMENTS**

All easements delineated on the approved Site Plan must be legally described and recorded prior to issuance of an occupancy permit for the first building constructed on the Real Estate. This may be accomplished through a subdivision platting process.

### **12) COMPLIANCE WITH ORDINANCES AND OTHER LAWS**

In connection with all aspects of the development of the Real Estate, whether specifically described in this Agreement, or otherwise, the Owner, Tenant and Developer shall fully comply with all applicable provisions and requirements of the Code of Ordinances policies and practices of the City of Cedar Falls, Iowa, and, to the extent applicable, with all provisions of local, state and federal laws and regulations.

### **13) AMENDMENTS**

This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

**14) SUCCESSORS AND ASSIGNS**

This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

**15) NON-WAIVER**

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 any other 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, signed by the party to be bound.

**16) GOVERNING LAW AND FORUM**

This Agreement shall be governed and construed in accordance with the laws of the State of Iowa and any disputes arising hereunder shall be heard in the Iowa District Court for Black Hawk County.

**17) NOTICES**

Notices required or permitted to be given under this Agreement shall be in writing and sent by ordinary mail or hand delivered to the other party at the respective addresses set forth below:

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

Developer: Midland Atlantic Development Company, LLC  
8044 Montgomery Road, STE 370  
Cincinnati, Ohio 45236

Tenant: Mills Properties LLC  
c/o Mills Fleet Farm Group, LLC  
1300 South Lynndale Drive  
Appleton, WI 54914  
Attention: CFO

with copy to: Mills Properties LLC  
c/o Mills Fleet Farm Group, LLC  
1300 South Lynndale Drive  
Appleton, WI 54914  
Attention: General Counsel

Owner: VEREIT Real Estate, L.P.  
c/o VEREIT, Inc.  
2325 E. Camelback Road, Suite 1100  
Phoenix, AZ 85016  
Attn: Legal Department – Real Estate

(Signature pages to follow)

THE CITY OF CEDAR FALLS, IOWA

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

DEVELOPER:

Midland Atlantic Development Company, LLC,  
an Ohio limited liability company

By: \_\_\_\_\_ Date: \_\_\_\_\_  
John Silverman, Executive Manager

TENANT:

Mills Properties LLC, a Delaware limited liability company

By: \_\_\_\_\_ Date: \_\_\_\_\_

OWNER:

VEREIT Real Estate, L.P., a Delaware limited partnership

By: VEREIT Real Estate GP, LLC, a Delaware limited liability company,  
its general partner

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Todd J. Weiss  
Title: General Counsel, Real Estate

## EXHIBIT A

### PROJECT ESCROW AGREEMENT

THIS PROJECT ESCROW AGREEMENT (this “Escrow Agreement”) is entered into as of the this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the City of Cedar Falls, Iowa, hereinafter called the “City”, VEREIT Real Estate, L.P., a Delaware limited partnership, hereinafter called “Owner”, Mills Properties LLC, a Delaware limited liability company, hereinafter called “Tenant”, and Midland Atlantic Development Company, LLC, an Ohio limited liability company, hereinafter called “Developer”. The City, Owner, Tenant, and Developer are sometimes referred to herein as a “Party” or collectively as the “Parties.”

### RECITALS

**WHEREAS**, the Parties are entering into that certain HWY-1 Highway Commercial Zoning District Development Agreement contemporaneous herewith (“Agreement”), which Agreement contains defined terms that are indicated by the use of capitalization, which terms are used in this Project Escrow Agreement and have the same meaning as in the Agreement; and

**WHEREAS**, pursuant to the Agreement, the Owner, Tenant, and Developer have agreed to contribute \$1,708,000.00 (the “Developer’s Contribution”) towards the total cost of Public Improvements to be constructed by the City; 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 Bankers Trust Company of Des Moines, Iowa, 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 the construction drawings for the Phase I Roadway Improvements, the Owner, Tenant, or Developer will deposit \$1,708,000.00 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. Accounting.** Within five (5) Business Days after the end of each calendar quarter, Escrow Agent will provide to the Parties an accounting in reasonable detail of the receipts and disbursements of the Project Escrow Account.

**5. 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.

**6. Indemnification of the Escrow Agent.**

(a) From and at all times after the date of this 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.

**7. 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.

**8. 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, Developer, Owner, Tenant, 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.

**9. 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: Midland Atlantic Development Company, LLC  
8044 Montgomery Road, STE 370  
Cincinnati, Ohio 45236

Tenant: Mills Properties LLC  
c/o Mills Fleet Farm Group, LLC  
1300 South Lynndale Drive  
Appleton, WI 54914  
Attention: CFO

with copy to: Mills Properties LLC  
c/o Mills Fleet Farm Group, LLC  
1300 South Lynndale Drive  
Appleton, WI 54914  
Attention: General Counsel

Owner: VEREIT Real Estate, L.P.  
c/o VEREIT, Inc.  
2325 E. Camelback Road, Suite 1100  
Phoenix, AZ 85016  
Attn: Legal Department – Real Estate

Escrow Agent: Diana Van Vleet, CCTS  
Vice President & Corporate Trust Officer  
Bankers Trust  
453 7th Street  
Des Moines, IA 50309  
dvanvleet@bankerstrust.com  
515-245-2951

**10. 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.

**11. Miscellaneous.** This Escrow Agreement, together with the schedules and annexes attached hereto and, with respect to the Parties, the Agreement, embody the entire agreement and understanding of the parties concerning the Escrow Deposit. As between the Parties hereto, other than Escrow Agent, in the event of any conflict of the terms of this Escrow Agreement with the terms of the Agreement, the terms of the Agreement shall control and prevail. This Escrow Agreement may be amended only by a writing signed by each Party hereto. The headings in this Escrow Agreement are intended solely for convenience or reference and shall be given no effect in the construction or interpretation of this Escrow Agreement. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of Iowa, without regard to the conflicts of laws principles thereof. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective, heirs, personal representatives, successors and permitted assigns. Capitalized terms used herein but not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

**12. Escrow Agent's Fees.** Reasonable fees and expenses for the services the Escrow Agent renders pursuant to this Escrow Agreement (including reasonable fees and disbursements of its counsel incurred in connection with its performance of such services) will be paid to the Escrow Agent. Developer will pay all such fees and expenses of the Escrow Agent, as set forth on Exhibit "1".

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be duly executed as of the date first above written.

THE CITY OF CEDAR FALLS, IOWA

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

DEVELOPER:

Midland Atlantic Development Company, LLC,  
an Ohio limited liability company

By: \_\_\_\_\_ Date: \_\_\_\_\_  
John Silverman, Executive Manager

TENANT:

Mills Properties LLC, a Delaware limited liability company

By: \_\_\_\_\_ Date: \_\_\_\_\_

OWNER:

VEREIT Real Estate, L.P., a Delaware limited partnership

By: VEREIT Real Estate GP, LLC, a Delaware limited liability company,  
its general partner

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Todd J. Weiss  
Title: General Counsel, Real Estate

EXHIBIT 1 TO ESCROW AGREEMENT – FEE SCHEDULE

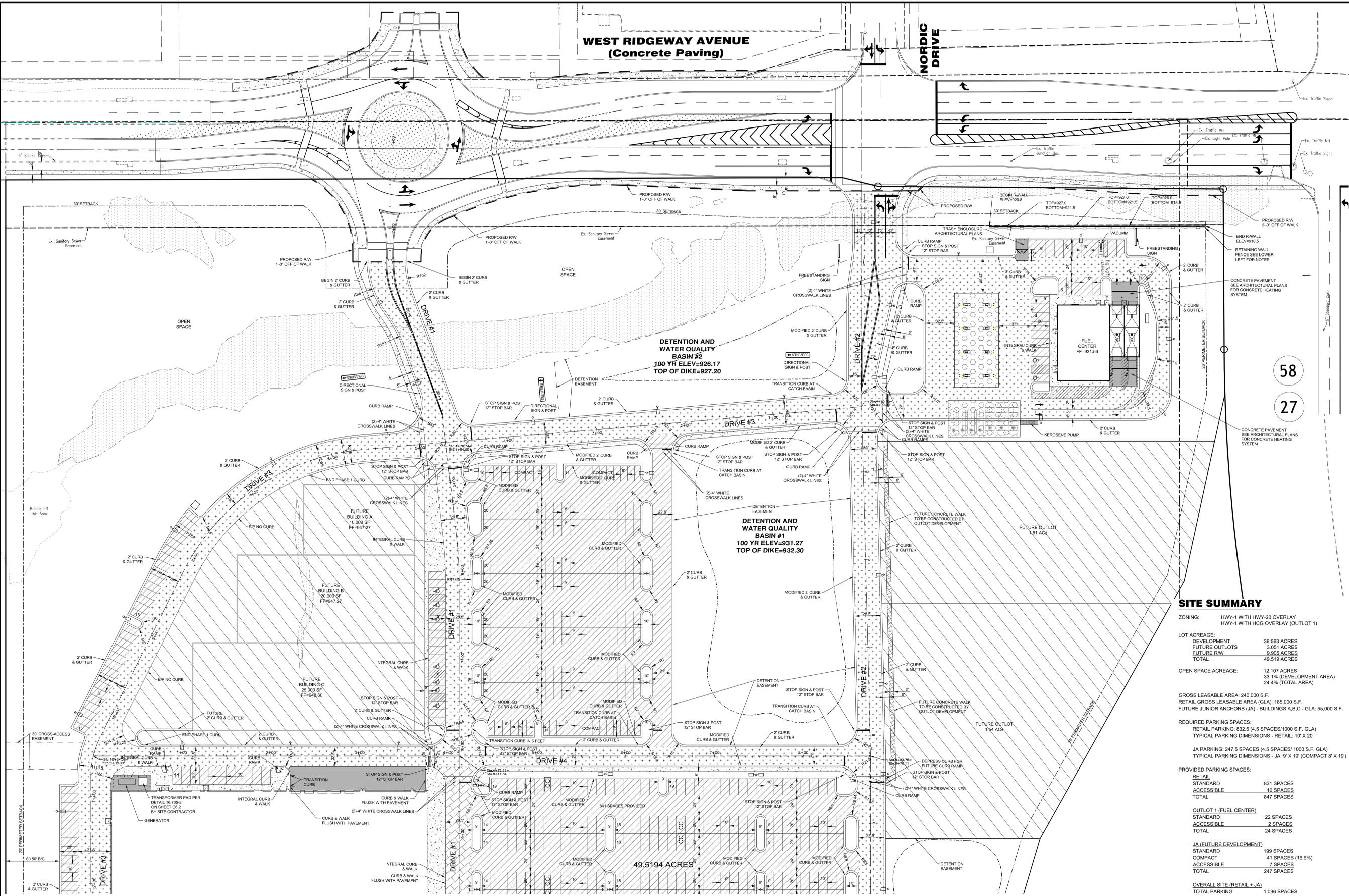
To be provided.

01540350-1\10283-002



# WEST RIDGEWAY AVENUE (Concrete Paving)

# NORDIC DRIVE



**DETECTION AND WATER QUALITY BASIN #2**  
100 YR ELEV=926.17  
TOP OF DIKE=927.20

**DETECTION AND WATER QUALITY BASIN #1**  
100 YR ELEV=931.27  
TOP OF DIKE=932.30

58

27

### SITE SUMMARY

ZONING: HWY-1 WITH HWY-20 OVERLAY  
HWY-1 WITH HCG OVERLAY (OUTLOT 1)

LOT ACREAGE:  
DEVELOPMENT 36.563 ACRES  
FUTURE OUTLOTS 3.051 ACRES  
FUTURE RW 9.905 ACRES  
TOTAL 49.519 ACRES

OPEN SPACE ACREAGE:  
33.1% (DEVELOPMENT AREA)  
24.4% (TOTAL AREA)

GROSS LEASABLE AREA: 240,000 S.F.  
RETAIL GROSS LEASABLE AREA (GLA): 185,000 S.F.  
FUTURE JUNIOR ANCHORS (JA) - BUILDINGS A,B,C - GLA: 55,000 S.F.

REQUIRED PARKING SPACES:  
RETAIL PARKING: 832.5 (4.5 SPACES/1000 S.F. GLA)  
TYPICAL PARKING DIMENSIONS - RETAIL: 10' X 20'

JA PARKING: 247.5 SPACES (4.5 SPACES/ 1000 S.F. GLA)  
TYPICAL PARKING DIMENSIONS - JA: 9' X 19' (COMPACT 8' X 19')

PROVIDED PARKING SPACES:  
RETAIL  
STANDARD 831 SPACES  
ACCESSIBLE 16 SPACES  
TOTAL 847 SPACES

OUTLOT 1 (FUEL CENTER)  
STANDARD 22 SPACES  
ACCESSIBLE 2 SPACES  
TOTAL 24 SPACES

JA (FUTURE DEVELOPMENT)  
STANDARD 199 SPACES  
COMPACT 41 SPACES (16.6%)  
ACCESSIBLE 7 SPACES  
TOTAL 247 SPACES

OVERALL SITE (RETAIL + JA)  
TOTAL PARKING 1,096 SPACES  
RATIO 4.5 SPACES/ 1000 S.F.

EMPLOYEES: APPROXIMATE 150 TO 200 EMPLOYEES

**HENRY PROPERTY**  
BLACK HAWK COUNTY  
CITY OF CEDAR FALLS  
CEDAR FALLS, IOWA

**DIMENSION SITE & PAVEMENT PLAN**



Drawing: 17-0335.CD  
Drawn by: GJK

Checked by:  
Issue Date: 07-06-18  
Sheet:

**C3.0**

### CONSTRUCTION DRIVE NOTE

- CONSTRUCTION DRIVES MAY NEED TO BE ONE OF THE FOLLOWING:
  - 12 INCHES OF CRUSHED STONE WITH GEGRID.
  - 24 INCHES OF CRUSHED STONE WITHOUT GEGRID.

### NOTES

- ALL DIMENSIONS ARE TO THE EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
- ALL RADII ARE TO THE FACE OF CURB AND ARE 6.5' UNLESS OTHERWISE NOTED.
- SEE ARCHITECTURAL PLANS FOR BUILDING FOUNDATION DIMENSIONS.
- ACCESSIBLE PARKING SPACES SHALL HAVE STRIPING AND SIGNAGE MEETING ADAAG AND LOCAL REQUIREMENTS.
- ALL SIGNS SHOWN ON THE PLAN IS APPROXIMATE. ALL SIGNS SHALL BE KEPT OUT OF THE RIGHT OF WAY.

### BUILDING S.F.

BUILDING A	10,000 SF
BUILDING B	20,000 SF
BUILDING C	25,000 SF
BUILDING D	185,000 SF
TOTAL	240,000 SF

### LEGEND

	LIGHT DUTY ASPHALT PAVEMENT		FUTURE CONCRETE WALK TO BE CONSTRUCTED BY OUTLOT DEVELOPMENT		FUTURE DEVELOPMENT TO BE REVIEWED AS PART OF A FUTURE SITE PLAN SUBMITTAL
	HEAVY DUTY ASPHALT PAVEMENT		CONCRETE WALK		WETLAND
	HEAVY DUTY ASPHALT PAVEMENT (30 YEAR)		CONCRETE PAVEMENT		FUTURE SIDEWALK BY OTHERS
	CART CORRAL		CONCRETE PAVEMENT SEE FUEL CENTER PLAN		



Basis of Bearing:  
NAD 1983 (2011) UTM Zone 5  
0 40 80  
SCALE 1" = 40'

LOCATION OF ALL EXISTING UTILITIES TO BE DETERMINED IN THE FIELD PRIOR TO CONSTRUCTION



## 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

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### INTEROFFICE MEMORANDUM *Engineering Division*

**TO:** Stephanie Sheets, Director of Community Development  
Karen Howard, Planning and Community Services Manager

**FROM:** Jon Resler, P.E., City Engineer

**DATE:** October 18, 2018

**SUBJECT:** Henry Farm Development Traffic Impact Study

The Engineering Division has reviewed the Henry Farm Development Traffic Impact Study and the review of the study performed by Foth Infrastructure and Environment. The challenge at this location is the proximity of Nordic Drive to Highway 58. The centerline distance between the two roads along Ridgeway Avenue is about 540'. Access management standards recommend this distance be at least doubled. More distance allows for adequate vehicle storage, weaving maneuvers, and additional time for driver reactions. Unfortunately, Nordic Drive is in place and has been for a long time. Moving the roadway is not currently an option. There are other options that will work today and into the future. How long into the future is dependent on the rate of development along the corridor and corresponding traffic growth.

The Bayer Becker Traffic Impact Study recommended a roundabout at their main entrance (Drive #1) and right-in/right-out access at their secondary entrance (Drive #2), which would be directly south of Nordic Drive. They also recommended that Nordic Drive be a right-in/right-out and a median be installed through the intersection on Ridgeway Avenue. Foth's review showed that this scenario works with the proposed development but at some point in the future, approaching 2040 if the traffic growth assumptions are correct, the heavy U-turn movement at the Drive #1 roundabout resulting from the right-in/right-out at Nordic Drive causes the operation of the roundabout to break down.

Bayer Becker's report also indicated two additional scenarios work for the corridor. One scenario is a traffic signal at Drive #1 and a traffic signal at Drive #2/Nordic Drive. The other is a roundabout at Drive #1 and a traffic signal at Drive #2/Nordic Drive. Both the Foth review and the Engineering Division review show that either scenario will work with the proposed development but also experience problems in the future as the corridor develops and traffic continues to grow.

All three scenarios show problems dealing with future traffic growth. The scenario that would have the most impact on reducing future traffic problems is relocating Nordic Drive an additional 500' to 750' to the west of Highway 58. That is currently not a realistic option because the immediate roadway network can function adequately with the proposed development traffic added to the existing traffic. Having reviewed the Bayer Becker and Foth analyses, Engineering recommends a roundabout at Drive #1 and a traffic signal at Drive #2/Nordic Drive with some additional lanes also recommended by the Foth review. These additions to the Bayer Becker study include:

- Dual eastbound left turn lanes at Highway 58
- An eastbound right turn lane at Highway 58
- Dual westbound left turn lanes at Drive #2/Nordic Drive
- A westbound right turn lane at Drive #2/Nordic Drive

Engineering also asked Bayer Becker to verify a single southbound and northbound lane in the roundabout at Drive #1 was adequate for the future westbound left turn volume which they did verify.

This recommendation recognizes that future traffic growth beyond the proposed development will cause traffic problems. Modeling shows the entire section of roadway between Nordic Drive and Highway 58 full of cars in the eastbound direction in 2040 with the predicted traffic growth rate. When this happens and Drive #2/Nordic Drive traffic is allowed to proceed, there is nowhere for the traffic to go until eastbound traffic at Highway 58 releases. Longer backups are also seen on Nordic Drive that will block the southernmost access to Kwik Star. When this congestion occurs, additional alternatives need to be considered. The alternatives could be adaptive signal control, a roundabout at Drive #2/Nordic Drive, limited access at Drive #2/Nordic Drive, or no access at Drive #2/Nordic Drive. Additionally, the Iowa DOT has a concept for a new interchange at Highway 20 and 58. However, it is just a concept and currently unfunded. This concept shows a grade separated interchange at Highway 58 and Ridgeway Avenue as well. A grade separated interchange would have a significant impact on traffic patterns on Ridgeway Avenue. The interchange would influence traffic pressure on Ridgeway Avenue. It seems likely that it would reduce pressure. Reducing pressure on Ridgeway would impact the traffic predictions of the Bayer Becker study.



## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

**MEMORANDUM**

*Administration Division*

**TO:** Mayor Brown & City Council  
**FROM:** Stephanie Houk Sheetz, AICP, Director of Community Development  
**DATE:** November 27, 2018  
**SUBJECT:** Engineering Services Contract

City staff solicited Requests for Qualifications (RFQ) in early October for general engineering services support. The request was prompted by the engineering division staffing challenges we have been experiencing the past year and a half and that we anticipate continuing. In 2017 and 2018, the City had several large projects under construction (Dry Run Creek Sanitary Sewer, University Avenue, Levee). Due to staffing, adjustments in CIP projects were made over these years, either delaying or scaling back some projects. The City also contracted subdivision inspection to a consultant. However, it has remained difficult to prepare for 2019 or 2020 projects as well as continue providing customer service on various issues presented to us.

In order to address the City's needs, consultant services are sought. We received three proposals. After reviewing the qualifications, staff's experience with the firm, and the primary team that would be available to us, staff recommends a contract with Snyder & Associates (with Foth as a subconsultant) for general engineering services. Initially staff anticipates assigning several CIP projects such as area drainage studies, Clay Street Park project design, Union Road Trail Phase II, Lake Street Trail, Big Woods Road Ditch Improvements, Greenhill Cemetery Slope Repair Project, as well as bridge repair plans. General support identified in the RFQ included areas such as reviewing subdivision/site plan drainage and construction plans; bridge, culvert and other projects for public bid letting; help with general citizen concerns; or other needs of the City. A six-month, hourly services contract is proposed. A Snyder employee will be housed at City Hall for staff's convenience, direction and oversight. The contract would not exceed \$300,000. Projects and work would be directed by Chase Schrage or Stephanie Sheetz, based on staffing and project needs.

Please contact me with any questions. Thank you.

Attachment: Professional Services Agreement with Snyder & Associates, Inc.

CC: Ron Gaines, PE, City Administrator  
Chase Schrage, CIP Projects Supervisor



## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

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

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

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

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## PROFESSIONAL SERVICE AGREEMENT

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### 2019 Engineering Services Cedar Falls, Iowa City Project Number EN-000-3174

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**This Agreement** is made and entered by and between Snyder & Associates, Inc., 5005 Bowling Street SW Suite A Cedar Rapids, IA 52404, hereinafter referred to as "CONSULTANT" and City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa, hereinafter referred to as "CLIENT."

**IN CONSIDERATION** of the covenants hereinafter set forth, the parties hereto mutually agree as follows:

#### **I. SCOPE OF SERVICES**

CONSULTANT shall perform professional Services (the "Services") in connection with CLIENT's facilities in accordance with the Scope of Services set forth in Exhibit A attached hereto.

#### **II. CONSULTANT'S RESPONSIBILITIES**

CONSULTANT shall, subject to the terms and provisions of this Agreement:

- (a) Appoint one or more individuals who shall be authorized to act on behalf of CONSULTANT and with whom CLIENT may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon CONSULTANT as to all matters pertaining to this Agreement and the performance of the parties hereunder.
- (b) Use all reasonable efforts to complete the Services within the time period mutually agreed upon, except for reasons beyond its control, as set forth in Exhibit A.
- (c) Perform the Services in accordance with generally accepted professional engineering standards in existence at the time of performance of the Services. If during the two year period following the completion of Services, it is shown that there is an error in the Services solely as a result of CONSULTANT's failure to meet these standards, CONSULTANT shall re-perform such substandard Services as may be necessary to remedy such error at no cost to CLIENT. Since CONSULTANT has no control over local conditions, the cost of labor and materials, or over competitive bidding and market conditions, CONSULTANT does not guarantee the accuracy of any construction cost estimates as compared to contractor's bids or the actual cost to the CLIENT. CONSULTANT makes no other warranties either express or implied and the parties' rights, liabilities, responsibilities and remedies with respect to the quality of Services, including claims alleging negligence, breach of warranty and breach of contract, shall be exclusively those set forth herein.

- (d) CONSULTANT shall, if requested in writing by CLIENT, for the protection of CLIENT, require from all vendors and subcontractors from which CONSULTANT procures equipment, materials or services for the project, guarantees with respect to such equipment, materials and services. All such guarantees shall be made available to CLIENT to the full extent of the terms thereof. CONSULTANT's liability with respect to such equipment, and materials obtained from vendors or services from subcontractors, shall be limited to procuring guarantees from such vendors or subcontractors and rendering all reasonable assistance to CLIENT for the purpose of enforcing the same.
- (e) CONSULTANT will be providing estimates of costs to the CLIENT covering an extended period of time. CONSULTANT does not have control over any such costs, including, but not limited to, costs of labor, material, equipment or services furnished by others or over competitive bidding, marketing or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, it is acknowledged and understood that any estimates, projections or opinions of probable project costs provided herein by CONSULTANT are estimates only, made on the basis of CONSULTANT's experience and represent CONSULTANT's reasonable judgment as a qualified professional. CONSULTANT does not guarantee that proposals, bids or actual project costs will not vary from the opinions of probable costs prepared by CONSULTANT, and the CLIENT waives any and all claims that it may have against CONSULTANT as a result of any such variance.

### **III. CLIENT'S RESPONSIBILITIES**

CLIENT shall at such times as may be required for the successful and expeditious completion of the Services:

- (a) Provide all criteria and information as to CLIENT's requirements; obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the project; and designate a person with authority to act on CLIENT's behalf on all matters concerning the Services.
- (b) Furnish to CONSULTANT all existing studies, reports and other available data pertinent to the Services, and obtain additional reports, data and services as may be required for the project. CONSULTANT shall be entitled to rely upon all such information, data and the results of such other services in performing its Services hereunder.

### **IV. INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS**

The provisions of the document entitled, "Insurance Requirements for Contractors for the City of Cedar Falls," dated December 13, 2011 as revised January 31, 2017 consisting of 12 pages, which are attached hereto, marked Exhibit B, are hereby made a part of this Agreement as if set out word for word herein.

CONSULTANT shall furnish to CLIENT a certificate or certificates of insurance containing all coverages, endorsements and other provisions required by the Insurance Requirements set forth in Exhibit B. In the event of any conflict between the provisions of Exhibit B and the other terms of this Agreement, the provisions of Exhibit B shall control.

CONSULTANT shall obtain and maintain an insurance policy or policies that meet the provisions set out in the Insurance Requirements for Contractors for the City of Cedar Falls, attached hereto and marked Exhibit B.

**V. STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF CEDAR FALLS**

The provisions of the documents entitled "Standard Terms and Conditions for Contracts Between Contractors Who Perform Professional Services and the City of Cedar Falls," consisting of two pages are incorporated into this Agreement by the Client and attached as Exhibit C.

**VI. COMPENSATION AND TERMS OF PAYMENT**

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 an estimated fee of Three Hundred Thousand Dollars (\$300,000.00).

CONSULTANT may bill the CLIENT monthly for services completed at the time of billing. CLIENT agrees to pay CONSULTANT the full amount of such invoice within thirty (30) days after receipt thereof. In the event CLIENT disputes any invoice item, CLIENT shall give CONSULTANT written notice of such disputed item within ten (10) days after receipt of invoice and shall pay to CONSULTANT the undisputed portion of the invoice according to the provisions hereof. CLIENT agrees to abide by any applicable statutory prompt pay provisions currently in effect.

**VII. TERMINATION**

CLIENT may, with or without cause, terminate the Services at any time upon fourteen (14) days written notice to CONSULTANT. The obligation to provide further Services under this Agreement may be terminated by either party upon fourteen (14) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, providing such defaulting party has not cured such failure, or, in the event of a non-monetary default, commenced reasonable actions to cure such failure. In either case, CONSULTANT will be paid for all expenses incurred and Services rendered to the date of the termination in accordance with compensation terms of Article VI.

**VIII. OWNERSHIP OF DOCUMENTS**

(a) Sealed original drawings, specifications, final project specific calculations and other instruments of service which CONSULTANT prepares and delivers to CLIENT pursuant to this Agreement shall become the property of CLIENT when CONSULTANT has been compensated for Services rendered. CLIENT shall have the right to use such instruments of service solely for the purpose of the construction, operation and maintenance of the Facilities. Any other use or reuse of original or altered files shall be at CLIENT's sole risk without liability or legal exposure to CONSULTANT and CLIENT agrees to release, defend and hold CONSULTANT harmless from and against all claims or suits asserted against CONSULTANT in the event such documents are used for a purpose different than originally prepared even though such claims or suits may be based on allegations of negligence by CONSULTANT. Nothing contained in this paragraph shall be construed as limiting or depriving CONSULTANT of its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement.

(b) Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced and CONSULTANT makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings and the electronic files, the sealed drawings will govern.

**IX. MEANS AND METHODS**

- (a) CONSULTANT shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by CLIENT's construction contractors. Nor shall CONSULTANT be responsible for the supervision of CLIENT's construction contractors, subcontractors or of any of their employees, agents and representatives of such contractors; or for inspecting machinery, construction equipment and tools used and employed by contractors and subcontractors on CLIENT's construction projects and shall not have the right to stop or reject work without the thorough evaluation and approval of the CLIENT. In no event shall CONSULTANT be liable for the acts or omissions of CLIENT's construction contractors, subcontractors or any persons or entities performing any of the construction work, or for the failure of any of them to carry out construction work under contracts with CLIENT.

**X. INDEPENDENT CONTRACTOR**

CONSULTANT shall be an independent contractor with respect to the Services to be performed hereunder. Neither CONSULTANT nor its subcontractors, nor the employees of either, shall be deemed to be the servants, employees, or agents of CLIENT.

**XI. PRE-EXISTING CONDITIONS**

Anything herein to the contrary notwithstanding, CONSULTANT shall have no legal responsibility or liability for any and all pre-existing contamination. "Pre-existing contamination" is any hazardous or toxic substance present at the site or sites concerned which was not brought onto such site or sites by CONSULTANT. CLIENT agrees to release CONSULTANT from and against any and all liability to the CLIENT which may in any manner arise in any way directly or indirectly caused by such pre-existing contamination except if such liability arises from CONSULTANT's sole negligence or willful misconduct.

CLIENT shall, at CLIENT's sole expense and risk, arrange for handling, storage, transportation, treatment and delivery for disposal of pre-existing contamination. CLIENT shall be solely responsible for obtaining a disposal site for such material. CLIENT shall look to the disposal facility and/or transporter for any responsibility or liability arising from improper disposal or transportation of such waste. CONSULTANT shall not have or exert any control over CLIENT in CLIENT's obligations or responsibilities as a generator in the storage, transportation, treatment or disposal of any pre-existing contamination. CLIENT shall complete and execute any governmentally required forms relating to regulated activities including, but not limited to generation, storage, handling, treatment, transportation, or disposal of pre-existing contamination.

For CONSULTANT's Services requiring drilling, boring, excavation or soils sampling, CLIENT shall approve selection of the contractors to perform such services, all site locations, and provide CONSULTANT with all necessary information regarding the presence of underground hazards, utilities, structures and conditions at the site.

**XII. DISPUTE RESOLUTION**

If a dispute arises out of, or relates to, the breach of this Agreement and if the dispute cannot be settled through negotiation, then the CONSULTANT and the CLIENT agree to submit the dispute to mediation. In the event CONSULTANT or the CLIENT desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can

be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission to mediation. The expenses of the mediator shall be shared 50 percent by CONSULTANT and 50 percent by the CLIENT. This requirement to seek mediation shall be a condition required before filing an action at law or in equity. However, prior to or during the negotiations or the mediation either party may initiate litigation that would otherwise be barred by a statute of limitations, and CONSULTANT may pursue any property liens or other rights it may have to obtain security for the payment of its invoices.

This Agreement shall be governed by the laws of the State of Iowa and any action at law or other judicial proceeding arising from this Agreement shall be instituted in Black Hawk County District Court, Waterloo, Iowa.

**XIII. MISCELLANEOUS**

- (a) This Agreement constitutes the entire agreement between the parties hereto and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the parties and may not be changed, modified, or amended except in writing signed by the parties hereto. In the event of any conflict between this contract document and any of the exhibits hereto, the terms and conditions of Exhibit C shall control. In the event of any conflict among the exhibits, Exhibit C shall control.
- (b) This Agreement shall be governed by the laws of the State of Iowa.
- (c) CONSULTANT may subcontract any portion of the Services to a subcontractor approved by CLIENT. In no case shall CLIENT's approval of any subcontract relieve CONSULTANT of any of its obligations under this Agreement.
- (d) In the event CLIENT uses a purchase order form to administer this Agreement, the use of such form shall be for convenience purposes only, and any typed provision in conflict with the terms of this Agreement and all preprinted terms and conditions contained in or on such forms shall be deemed stricken and null and void.
- (e) This Agreement gives no rights or benefits to anyone other than CLIENT and CONSULTANT and does not create any third party beneficiaries to the Agreement.
- (f) Except as may be explicitly set forth above, nothing contained in this Agreement or its exhibits limits the rights and remedies, including remedies related to damages, of either party that are available to either party under the law.

**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: November 28, 2018

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## Exhibit A

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**Scope of Services  
2019 Engineering Services  
Cedar Falls, Iowa  
CITY Project Number EN-000-3174**

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This document outlines the scope of services specific to 2019 Engineering Services as requested by the CITY of Cedar Falls. The term “CONSULTANT” as used in this document shall be defined as the general engineering services professional (Snyder & Associates, Inc.) that will be performing work for the CITY of Cedar Falls, Iowa, hereinafter, the “CITY”, under contract.

The scope of services to be performed by the CONSULTANT shall be completed in accordance with generally accepted standards of practice and shall include the services and supplies to complete the following:

### I. GENERAL

The services generally include municipal engineering support and may include any of the following: drainage studies; construction design of roadway, bridge, culvert and other projects for public bid letting (including preliminary and final design with specifications and any other items needed to bid the project); drainage and subsurface analysis and design; utility coordination; cost estimating; traffic modeling and reviews; construction administration; contract administration to generally include shop drawing reviews, field review and question support; design interpretation; conducting project progress meetings; coordinating with the CITY and other agencies that may be involved in a CITY project; reviewing and recommending appropriateness of change orders; preparing pay estimates; development reviews (subdivision plats, designs, covenants, site plans, drainage, traffic, environmental, etc.); and professional services as needed for other projects or complex issues where CITY staff needs assistance to serve its citizens.

### II. SCOPE OF WORK

#### A. GENERAL ENGINEERING SERVICES

1. General Engineering Services will be provided on an “as requested” basis and billed accordingly.

- a. The general engineering services include, but shall not necessarily be limited to, providing municipal engineering support as summarized in Section I above.
  - b. General engineering services shall be conducted at the request of the CITY Engineering Services department, and the CONSULTANT shall assign a Resident Engineer to serve as the point of contact between the CITY and the CONSULTANT.
2. A Resident Engineer will be assigned by the CONSULTANT to be located in the offices of the CITY on a part time basis.
- a. Resident Engineer shall provide municipal engineering support as summarized in Section I above, at the direction of the CITY Engineering Services department.
  - b. The Resident Engineer shall be responsible for engaging the appropriate individuals on the CONSULTANT's team(s) for completing and delivering upon the engineering requests of the CITY.
  - c. The Resident Engineer is anticipated to work during the CITY's scheduled hours of 7:30 AM to 4:30 PM, Monday thru Friday.
  - d. The CONSULTANT shall provide the resident engineer with a vehicle, as necessary for the resident engineer to perform the general engineering services. Direct mileage for resident engineer's daily commute and services performed at the request of the CITY shall be tracked and reported for regular invoicing.
  - e. The CONSULTANT shall provide the resident engineer with a computer for the purposes of performing general engineering services. It is anticipated that the resident engineer may be asked to work from CITY computing devices for the purposes of accessing particular programs or files.
3. The CONSULTANT shall report weekly progress on general engineering work assignments, as well as current proposed and billed hours.
4. For specific projects, a contract may be executed for the terms needed to complete the project.

5. The CONSULTANT shall provide General Engineering Services for a period of up to six months. In the event that the CITY requests additional time be added to this agreement, the CONSULTANT shall prepare a revised scope of services for the CITY's review and approval.
6. Projects started with CONSULTANT that may extend longer will be evaluated for continuation by supplemental agreement.

### III. COMPENSATION AND TERMS OF PAYMENT

#### A. ENGINEERING SERVICES

1. Compensation for the General Engineering Services by the CONSULTANT shall be based on the then current hourly rates and fixed expenses, and the CITY will be billed for direct hours spent. As noted in Section II.A. above, the resident engineer services are based on an estimated eight hours onsite per day, five days per week, for a six-month time period, plus mileage and commute time.

### IV. ASSIGNABILITY

- A. The CONSULTANT shall not assign any interest in this AGREEMENT and shall not transfer any interest in the same without the prior written consent of the CITY. Subconsultants designated as part of this AGREEMENT shall be deemed to be approved when this AGREEMENT is executed.
- B. Subconsultants are proposed as follows:

Foth

END

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**Exhibit B**

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**2019 Engineering Services  
Cedar Falls, Iowa  
City Project Number EN-000-3174**

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Original 12/13/11  
Revision 01/31/2017

**INSURANCE REQUIREMENTS FOR  
CONTRACTORS FOR THE CITY OF CEDAR FALLS**

\*\*\* This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term “contractor” as used in this document shall be defined as the general contractor, artisan contractor, or design contractor that will be performing work for the City of Cedar Falls under contract.

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. All Certificates of Insurance required hereunder shall include the Cancellation & Material Change Endorsement. A copy of this endorsement is attached in Exhibit 1.
3. Contractor shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required in Exhibit 1. Such Certificates shall include copies of the following endorsements:
  - a) Commercial General Liability policy is primary and non-contributing
  - b) Commercial General Liability additional insured endorsement – See Exhibit 1
  - c) Governmental Immunities Endorsement – See Exhibit 1

Copies of additional insured endorsements, executed by an authorized representative from an Insurer duly licensed to transact business at the location of the jobsite, must be provided prior to the first payment.

Contractor shall, upon request by the City, provide Certificates of Insurance for all subcontractors and sub-sub contractors who perform work or services pursuant to the provisions of this contract.

4. Each certificate shall be submitted to the City of Cedar Falls.

5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

6. Failure of the Contractor to maintain the required insurance shall constitute a default under this Contract, and at City's option, shall allow City to terminate this Contract for cause and/or purchase said insurance at Contractor's expense.

7. Contractor shall be required to carry the following minimum coverage/limits or greater, if required by law or other legal agreement; as per Exhibit 1:

- This coverage shall be written on an occurrence, not claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.
- Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the Work to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
- Governmental Immunity endorsement identical or equivalent to form attached.
- Additional Insured Requirement – See Exhibit 1.  
The City of Cedar Falls, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers shall be named as an additional insured on General Liability Policies for all classes of contractors.

Contractors shall include coverage for the City of Cedar Falls as an additional insured including ongoing and completed operations coverage equivalent to: ISO CG 20 10 07 04\* and ISO CG 20 37 07 04\*\*

\* ISO CG 20 10 07 04 "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization"

\*\* ISO CG 20 37 07 04 "Additional Insured – Owners, Lessees or Contractors – Completed Operations"

8. **Errors & Omissions:** If the contract's scope of services includes design work or other professional services, then Contractor shall maintain insurance coverage for errors, omissions and other wrongful acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. Contractor shall maintain continuous Errors & Omissions coverage for a period commencing no later than the date of the contract, and continuing for a period of no less than 2 years from the date of completion of all work completed or services performed under the contract. The limit of liability shall not be less than \$1,000,000.
9. **Separation of Insured's Provision:** If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
10. **Limits:** By requiring the insurance as set out in this Contract, City does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities provided to City in this Contract. The City will have the right at any time to require liability insurance greater than that otherwise specified in Exhibit 1. If required, the additional premium or premiums payable shall be added to the bid price.
11. **Indemnification (Hold Harmless) Provision:** To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages which may be asserted, claimed or recovered against or from the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damages, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to the provisions of this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor. It is the intention of the parties that the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa shall not be liable or in any way responsible for the injury, damage, liability, loss or expense incurred by the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the work and/or services performed by the Contractor pursuant to the provisions of this contract, except for and to the extent caused by the negligence of the City of Cedar Falls, Iowa.

The Contractor expressly assumes full responsibility for damages or injuries which may result to any person or property by reason of or in connection with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor, and agrees to pay the City of Cedar Falls, Iowa for all damages caused to the City of Cedar Falls, Iowa premises resulting from the work and/or services of the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor to the extent arising out of such errors, omissions or negligent acts.

The Contractor represents that its activities pursuant to the provisions of this contract will be performed and supervised by adequately trained and qualified personnel, and the Contractor will observe, and cause its officers, employees, subcontractors and others affiliated with the Contractor to observe all applicable safety rules.

12. Waiver of Subrogation: To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this contract or arising out of the work performed under this contract. The Contractor's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

### **Completion Checklist**

- Certificate of Liability Insurance (2 pages)
- Additional Insured CG 20 10 07 04
- Additional Insured CG 20 37 07 04
- Governmental Immunities Endorsement

**EXHIBIT 1 – INSURANCE SCHEDULE**

**General Liability (Occurrence Form Only):**

Commercial General Liability	
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

**Automobile:**

*(Combined Single Limit)*

\$1,000,000

If the Contractor does not own any vehicles, coverage is required on non-owned and hired vehicles.

**Standard Workers Compensation**

Statutory for Coverage A	
Employers Liability:	
Each Accident	\$ 500,000
Each Employee – Disease	\$ 500,000
Policy Limit – Disease	\$ 500,000

**Umbrella:** \$3,000,000

The Umbrella/Excess Insurance shall be written on a per occurrence basis and if the Umbrella/Excess is not written on a follow form basis it shall have the same endorsements as required of the primary policy(ies).

**Errors & Omissions:** \$1,000,000

**CITY OF CEDAR FALLS, IOWA  
ADDITIONAL INSURED ENDORSEMENT**

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds, including ongoing operations CG 2010 07 04 or equivalent, and completed operations CG 2037 07 04 or equivalent. See Specimens.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

**GOVERNMENTAL IMMUNITIES ENDORSEMENT  
(For use when including the City as an Additional Insured)**

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.
5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

**CANCELLATION AND MATERIAL CHANGES ENDORSEMENT**

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Cedar Falls, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached. Contractor agrees to furnish the City with 30 days advance written notice of cancellation, non-renewal, reduction in coverage and/or limits, and 10 days advance written notice of non-payment of premium.



POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):
Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**All terms and conditions of this policy apply unless modified by this endorsement.**

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):
Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at

the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

All terms and conditions of this policy apply unless modified by this endorsement.



**NOTEPAD:**HOLDER CODE CITYCE4  
INSURED'S NAME Snyder & Associates IncSNYDAS1  
OP ID: KNPAGE 2  
Date 11/16/2018

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds, including ongoing and completed operations on General Liability per the attached CG7201 07/17. This coverage shall be primary to the additional insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess. Governmental Immunities endorsement including 30 days notice of cancellation included. Waiver of Subrogation included on Workers Compensation and General Liability.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## IOWA GOVERNMENTAL IMMUNITIES ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

BUSINESSOWNERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

### SCHEDULE

Name of Organization:

CITY OF CEDAR FALLS IA

1. **Nonwaiver of Governmental Immunity.** The insurance carrier expressly agrees and states that the purchase of this policy and the including of the organization shown in the Schedule as an Additional Insured does not waive any of the defenses of governmental immunity available to the organization shown in the Schedule under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. **Claims Coverage.** The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. **Assertion of Governmental Immunity.** The organization shown in the Schedule shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement, shall prevent the carrier from asserting the defense of governmental immunity on behalf of the organization shown in the Schedule.
4. **Non-Denial of Coverage.** The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the organization shown in the Schedule under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the organization shown in the Schedule.
5. **No Other Change in Policy.** The insurance carrier and the organization shown in the Schedule agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

# ENDORSEMENT

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
CITY OF CEDAR FALLS, IOWA  
ADDITIONAL INSURED ENDORSEMENT

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

THE CITY OF CEDAR FALLS, IOWA, INCLUDING ALL ITS ELECTED AND APPOINTED OFFICIALS, ALL ITS EMPLOYEES AND VOLUNTEERS, ALL ITS BOARDS, COMMISSIONS AND/OR AUTHORITIES AND THEIR BOARD MEMBERS, EMPLOYEES AND VOLUNTEERS, ARE INCLUDED AS ADDITIONAL INSURED'S WITH RESPECT TO LIABILITY ARISING OUT OF THE INSURED'S WORK AND/OR SERVICES PERFORMED FOR THE CITY OF CEDAR FALLS, IOWA. THIS COVERAGE SHALL BE PRIMARY TO THE ADDITIONAL INSURED'S, AND NOT CONTRIBUTING WITH ANY OTHER INSURANCE OR SIMILAR PROTECTION AVAILABLE TO THE ADDITIONAL INSURED'S, WHETHER OTHER AVAILABLE COVERAGE BE PRIMARY, CONTRIBUTING OR EXCESS.

CITY OF CEDAR FALLS, IOWA  
GOVERNMENTAL IMMUNITIES ENDORSEMENT  
(FOR USE WHEN INCLUDING THE CITY AS AN ADDITIONAL INSURED)

1. NONWAIVER OF GOVERNMENT IMMUNITY. THE INSURANCE CARRIER EXPRESSLY AGREES AND STATES THAT THE PURCHASE OF THIS POLICY AND THE INCLUDING OF THE CITY OF CEDAR FALLS, IOWA AS AN ADDITIONAL INSURED DOES NOT WAIVE ANY OF THE DEFENSES OF GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY OF CEDAR FALLS, IOWA UNDER CODE OF IOWA SECTION 670.4 AS IT NOW EXISTS AND AS IT MAY BE AMENDED FROM TIME TO TIME.
2. CLAIMS COVERAGE. THE INSURANCE CARRIER FURTHER AGREES THAT THIS POLICY OF INSURANCE SHALL COVER ONLY THOSE CLAIMS NOT SUBJECT OF THE DEFENSE OF GOVERNMENTAL IMMUNITY UNDER THE CODE OF IOWA SECTION 670.4 AS IT NOW EXISTS AND AS IT MAY BE AMENDED FROM TIME TO TIME.
3. ASSERTION OF GOVERNMENT IMMUNITY. THE CITY OF CEDAR FALLS, IOWA SHALL BE RESPONSIBLE FOR ASSERTING ANY DEFENSE OF GOVERNMENTAL IMMUNITY, AND MAY DO SO AT ANY TIME AND SHALL DO SO UPON THE TIMELY WRITTEN REQUEST OF THE INSURANCE CARRIER. NOTHING CONTAINED IN THIS ENDORSEMENT SHALL PREVENT THE CARRIER FROM ASSERTING THE DEFENSE OF GOVERNMENTAL IMMUNITY ON BEHALF OF THE CITY OF CEDAR FALLS, IOWA.

All other terms, conditions, limitations and agreements of the policy remain unchanged

SPEC END L  
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**ENDORSEMENT**

CONTINUED FROM SPEC END L SEQUENCE 4

4. NON-DENIAL OF COVERAGE. THE INSURANCE CARRIER SHALL NOT DENY COVERAGE UNDER THIS POLICY AND THE INSURANCE CARRIER SHALL NOT DENY ANY OF THE RIGHTS AND BENEFITS ACCRUING TO THE CITY OF CEDAR FALLS, IOWA UNDER THIS POLICY FOR REASONS OF GOVERNMENTAL IMMUNITY UNLESS AND UNTIL A COURT OF COMPETENT JURISDICTION HAS RULED IN FAVOR OF THE DEFENSE(S) OF GOVERNMENTAL IMMUNITY ASSERTED BY THE CITY OF CEDAR FALLS, IOWA.

5. NO OTHER CHANGE IN POLICY. THE INSURANCE CARRIER AND THE CITY OF CEDAR FALLS, IOWA AGREE THAT THE ABOVE PRESERVATION OF GOVERNMENTAL IMMUNITIES SHALL NOT OTHERWISE CHANGE OR ALTER THE COVERAGE AVAILABLE UNDER THE POLICY.

CITY OF CEDAR FALLS, IOWA  
CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

THIRTY (30) DAYS ADVANCE WRITTEN NOTICE OF CANCELLATION, NON-RENEWAL, REDUCTION IN INSURANCE COVERAGE AND/OR LIMITS AND TEN (10) DAYS WRITTEN NOTICE OF NON-PAYMENT OF PREMIUM SHALL BE SENT TO:  
CITY OF CEDAR FALLS, 220 CLAY ST, CEDAR FALLS, IA 50613. THIS ENDORSEMENT SUPERSEDES THE STANDARD CANCELLATION STATEMENT ON THE CERTIFICATE OF INSURANCE TO WHICH THIS ENDORSEMENT IS ATTACHED.

NOTE: ENDORSEMENTS ABOVE PER 'URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS,' ADDENDUM NO. 2 EFFECTIVE JULY 24, 2001.

All other terms, conditions, limitations and agreements of the policy remain unchanged.

PREMIUM 250

SPEC END P  
(0000)

**EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT  
COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT SUMMARY OF COVERAGES**

**This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary.**

- \* Extended Property Damage
- \* Expanded Fire Legal Liability to include Explosion, Lightning and Sprinkler Leakage
- \* Coverage for non-owned watercraft is extended to 51 feet in length
- \* Property Damage - Borrowed Equipment
- \* Property Damage Liability - Elevators
- \* Coverage D - Voluntary Property Damage Coverage  
\$5,000 Occurrence with a \$10,000 Aggregate
- \* Coverage E - Care, Custody and Control Property Damage Coverage  
\$25,000 Occurrence with a \$100,000 Aggregate - \$500 Deductible
- \* Coverage F - Electronic Data Liability Coverage - \$50,000
- \* Coverage G - Product Recall Expense  
\$25,000 Each Recall Limit with a \$50,000 Aggregate - \$1,000 Deductible
- \* Coverage H - Water Damage Legal Liability - \$25,000
- \* Coverage I - Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program - Limited Coverage
- \* Increase in Supplementary Payments: Bail Bonds to \$1,000
- \* Increase in Supplementary Payments: Loss of Earnings to \$500
- \* For newly formed or acquired organizations - extend the reporting requirement to 180 days
- \* Broadened Named Insured
- \* Automatic Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement With You – Including Upstream Parties
- \* Contractors Blanket Additional Insured - Products - Completed Operations Coverage – Including Upstream Parties
- \* Automatic Additional Insured - Vendors
- \* Automatic Additional Insured- Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You
- \* Automatic Additional Insured - Managers or Lessor of Premises
- \* Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured
- \* Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations
- \* Additional Insured - Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only - Owners, Lessees or Contractors Automatic Status When Required in Construction Agreement With You
- \* Additional Insured - Employee Injury to Another Employee
- \* Automatically included - Aggregate Limits of Insurance (per location)
- \* Automatically included - Aggregate Limits of Insurance (per project)
- \* Knowledge of occurrence - Knowledge of an "occurrence", "claim or suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee
- \* Blanket Waiver of Subrogation
- \* Liberalization Condition
- \* Unintentional failure to disclose all hazards. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
- \* "Insured Contract" redefined for Limited Railroad Contractual Liability
- \* Mobile equipment to include snow removal, road maintenance and street cleaning equipment less than 1,000 lbs GVW
- \* Bodily Injury Redefined

**REFER TO THE ACTUAL ENDORSEMENT FOLLOWING ON PAGES 2 THROUGH 13 FOR CHANGES AFFECTING YOUR INSURANCE PROTECTION**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

## SECTION I - COVERAGES

### A. The following changes are made at **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

#### 1. **Extended Property Damage**

At **2. Exclusions** exclusion **a. Expected or Intended Injury** is replaced with the following:

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

#### 2. **Expanded Fire Legal Liability**

At **2. Exclusions** the last paragraph is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

#### 3. **Non-Owned Watercraft**

At **2. Exclusions** exclusion **g. Aircraft, Auto Or Watercraft (2) (a)** is deleted and replaced by the following:

**(a)** Less than 51 feet long;

#### 4. **Property Damage – Borrowed Equipment**

At **2. Exclusions** the following is added to paragraph **(4)** of exclusion **j. Damage To Property**:

This exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one piece of borrowed equipment under this coverage is \$25,000 per occurrence. The insurance afforded under this provision is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

#### 5. **Property Damage Liability – Elevators**

At **2. Exclusions** the following is added to paragraphs **(3)**, **(4)** and **(6)** of exclusion **j. Damage To Property**:

This exclusion does not apply to "property damage" resulting from the use of elevators. However, any insurance provided for such "property damage" is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

### B. The following coverages are added:

#### 1. **COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE**

"Property damage" to property of others caused by the insured:

- a.** While in your possession; or
- b.** Arising out of "your work".

Coverage applies at the request of the insured, whether or not the insured is legally obligated to pay.

For the purposes of this **Voluntary Property Damage Coverage** only:

Exclusion **j. Damage to Property** is deleted and replaced by the following:

#### **j. Damage to Property**

"Property damage" to:

- (1)** Property held by the insured for servicing, repair, storage or sale at premises you own, rent, lease, operate or use;

- (2) Property transported by or damage caused by any "automobile", "watercraft" or "aircraft" you own, hire or lease;
- (3) Property you own, rent, lease, borrow or use.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.**

## **2. COVERAGE E - CARE, CUSTODY AND CONTROL PROPERTY DAMAGE COVERAGE**

For the purpose of this **Care, Custody and Control Property Damage Coverage** only:

- a. Item (4) of exclusion j. does not apply.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.**

## **3. COVERAGE F - ELECTRONIC DATA LIABILITY COVERAGE**

For the purposes of this **Electronic Data Liability Coverage** only:

- a. Exclusion p. of **Coverage A – Bodily Injury And Property Damage Liability** in **Section I – Coverages** is replaced by the following:

### **2. Exclusions**

This insurance does not apply to:

#### **p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury".

- b. "Property damage" means:

- (1) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- (2) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- (3) Loss of, loss of use of, damage to, corruption of, inability to access or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this **Electronic Data Liability Coverage**, "electronic data" is not tangible property.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

## **4. COVERAGE G - PRODUCT RECALL EXPENSE**

### **a. Insuring Agreement**

- (1) We will pay 90% of "product recall expense" you incur as a result of a "product recall" you initiate during the coverage period.
- (2) We will only pay for "product recall expense" arising out of "your products" which have been physically relinquished to others.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**b. Exclusions**

This insurance does not apply to "product recall expense" arising out of:

- (1) Any fact, circumstance or situation which existed at the inception date of the policy and which you were aware of, or could reasonably have foreseen that would have resulted in a "product recall".
- (2) Deterioration, decomposition or transformation of a chemical nature, except if caused by an error in the manufacture, design, processing, storage, or transportation of "your product".
- (3) The withdrawal of similar products or batches that are not defective, when a defect in another product or batch has been found.
- (4) Acts, errors or omissions of any of your employees, done with prior knowledge of any of your officers or directors.
- (5) Inherent vice, meaning a natural condition of property that causes it to deteriorate or become damaged.
- (6) "Bodily injury" or "property damage".
- (7) Failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, quality, efficacy or efficiency, whether written or implied.
- (8) Loss of reputation, customer faith or approval, or any costs incurred to regain customer market, or any other consequential damages.
- (9) Legal fees or expenses.
- (10) Damages claimed for any loss, cost or expense incurred by you or others for the loss of use of "your product".
- (11) "Product recall expense" arising from the "product recall" of any of "your products" for which coverage is excluded by endorsement.
- (12) Any "product recall" initiated due to the expiration of the designated shelf life of "your product".

**5. COVERAGE H - WATER DAMAGE LEGAL LIABILITY**

The Insurance provided under Coverage H (Section I) applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

The Limit under this coverage shall not be in addition to the Damage To Premises Rented To You Limit.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**6. COVERAGE I – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM**

The following exclusion is added to Paragraph 2. Exclusions of **SECTION I – COVERAGES COVERAGE A– BODILY INJURY AND PROPERTY DAMAGE LIABILITY** :

- r. This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" for any "consolidated (Wrap-up) insurance program" which has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not a "consolidated (Wrap-up) insurance program":

- a. Provides coverage identical to that provided by this Coverage Part; or
- b. Has limits adequate to cover all claims.

This exclusion does not apply if a "consolidated (Wrap-up) insurance program" covering your operations has been cancelled, non-renewed or otherwise no longer applies for reasons other than exhaustion of all available limits, whether such limits are available on a primary, excess or on any other basis. You must advise us of such cancellation, nonrenewal or termination as soon as practicable.

For purposes of this exclusion a "consolidated (wrap-up) insurance program" is a program providing insurance coverage to all parties for exposures involved with a particular (typically major) construction project.

**C. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is amended:**1. To read SUPPLEMENTARY PAYMENTS****2. Bail Bonds**

Item 1.b. is amended as follows:

- b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

**3. Loss of Earnings**

Item 1.d. is amended as follows:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

**4. The following language is added to Item 1.**

However, we shall have none of the duties set forth above when this insurance applies only for **Voluntary Property Damage Coverage** and/or **Care, Custody or Control Property Damage Coverage** and we have paid the Limit of Liability or the Aggregate Limit for these coverages.

**SECTION II - WHO IS AN INSURED****A. The following change is made:****Extended Reporting Requirements**

Item 3.a. is deleted and replaced by the following :

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

**B. The following provisions are added:****4. BROAD FORM NAMED INSURED**

Item 1.f. is added as follows:

- f. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period only if there is no other similar insurance available to that entity. However:

- (1) Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired more than 50 percent of the voting stock; and
- (2) Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired more than 50 percent of the voting stock.

**5. Additional Insured - Owners, Lessees or Contractors-Automatic Status When Required in Construction or Service Agreement With You – Including Upstream Parties**

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy;
- b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- c. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
  - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

#### 6. Additional Insured – Products Completed Operations Coverage – Including Upstream Parties

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of "your work" specified in the "written contract" and included in the "products-completed operations hazard".

However:

- (1) The insurance afforded to such additional insureds only applies to the extent permitted by law;
  - (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
  - (3) Such coverage will not apply subsequent to the first to occur of the following:
    - i. The expiration of the period of time required by the "written contract"; or
    - ii. The expiration of any applicable statute of limitations or statute of repose with respect to claims arising out of "your work".
- c. With respect to the insurance afforded to any additional insured under this endorsement, the following additional exclusionary language shall apply:

This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architecture, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

**7. Additional Insured - Vendors**

- a. Any person(s) or organization(s) (referred to throughout this additional coverage as vendor), but only with respect to "bodily injury" or "property damage", which may be imputed to that person(s) or organization(s) arising out of "your products" shown with the Schedule which are distributed or sold in the regular course of the vendor's business is an insured.

However:

- (1) The insurance afforded to such vendor only applies to the extent permitted by law; and
- (2) If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

- b. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

- (1) This insurance afforded the vendor does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - (b) Any express warranty unauthorized by you;
  - (c) Any physical or chemical change in the product made intentionally by the vendor;
  - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container.
  - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of products.
  - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product.
  - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
  - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - i. The exceptions contained in Sub-paragraphs d. or f.; or
    - ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**8. Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You**

- a. Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" directly arising out of the maintenance, operation or use of equipment leased to you, which may be imputed to such person or organization as the lessor of equipment.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**9. Additional Insured – Managers or Lessors of Premises**

- a. Any person(s) or organization(s), but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**10. Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured**

- a. Any architects, engineers or surveyors who are not engaged by you are insureds, but only with respect to liability for "bodily injury" or "property damage" or "personal and advertising injury" which may be imputed to that architect, engineer or surveyor arising out of:

- (1) Your acts or omissions; or
- (2) Your acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

But only if such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

**11. Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations**

Any state or governmental agency or subdivision or political subdivision is an insured, subject to the following provisions:

- a. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

b. This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

## **12. Additional Insured Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only - Owners, Lessees or Contractors**

- a. Any persons or organizations for whom you are performing operations, for which you have elected to seek coverage under a Consolidated Insurance Program, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy is an insured. Such person or organization is an additional insured only with respect to your liability which may be imputed to that person or organization directly arising out of your ongoing operations performed for that person or organization at a premises other than any project or location that is designated as covered under a Consolidated Insurance Program. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.
- b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies.

This insurance does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection

## **13. Additional Insured - Employee Injury to Another Employee**

With respect to your "employees" who occupy positions which are supervisory in nature:

Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED** is amended to read:

a. "Bodily injury" or "personal and advertising injury"

- (1) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
- (2) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (1)(a) above; or
- (3) Arising out of his or her providing or failing to provide professional healthcare services. Paragraph 3.a. is deleted.

For the purpose of this Item 13 only, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, direct, discipline or discharge.

## **SECTION III - LIMITS OF INSURANCE**

**A. The following items are deleted and replaced by the following:**

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under **Coverage C**;
- b. Damages under **Coverage A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

- c. Damages under **Coverage B**; and
- d. Damages under **Coverage H**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under **Coverage A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and **Coverage G**.
6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage while rented to you or temporarily occupied by you with permission of the owner.

**B. The following are added :**

8. Subject to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE** \$25,000 is the most we will pay under **Coverage H** for **Water Damage Legal Liability**.

**9. Coverage G - Product Recall Expense**

Aggregate Limit \$50,000

Each Product Recall Limit \$25,000

- a. The Aggregate Limit shown above is the most we will pay for the sum of all "product recall expense" you incur as a result of all "product recalls" you initiate during the endorsement period.
- b. The Each Product Recall Limit shown above is the most we will pay, subject to the Aggregate and \$1,000 deductible, for "product recall expense" you incur for any one "product recall" you initiate during the endorsement period.

We will only pay for the amount of "product recall expenses" which are in excess of the deductible amount. The deductible applies separately to each "product recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

**10. Aggregate Limits of Insurance (Per Location)**

The General Aggregate Limit applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

**11. Aggregate Limits of Insurance (Per Project)**

The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

12. With respects to the insurance afforded to additional insureds afforded coverage by items 5 through 13 of

**SECTION II – WHO IS AN INSURED** above, the following is added:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement;
- b. Available under the applicable Limits of Insurance shown in the Declarations;

Whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

13. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, a \$5,000 "occurrence" limit and a \$10,000 "aggregate" limit is the most we will pay under **Coverage A** for damages because of "property damage" covered under **Coverage D - Voluntary Property Damage Coverage**.

**For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.**

14. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, a \$25,000 "occurrence" limit and a \$100,000 "aggregate" limit is the most we will pay under **Coverage E - Care, Custody and Control Coverage** regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

Deductible - Our obligation to pay damages on your behalf applies only to the amount of damages in excess of \$500.

This deductible applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

As respects this coverage "Aggregate" is the maximum amount we will pay for all covered "occurrences" during one policy period.

**For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.**

15. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, the most we will pay for "property damage" under **Coverage F - Electronic Data Liability Coverage** for loss of "electronic data" is \$50,000 without regard to the number of "occurrences".

## **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

A. The following conditions are amended:

### **1. Knowledge of Occurrence**

a. Condition 2., Items a. and b. are deleted and replaced by the following:

#### **(1) Duties In The Event Of Occurrence, Offense, Claim Or Suit**

(a) You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. Knowledge of an "occurrence" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee. To the extent possible, notice should include:

- i. How, when and where the "occurrence" took place;
- ii. The names and addresses of any injured persons and witnesses, and
- iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

(b) If a claim is made or "suit" is brought against any insured, you must:

- i. Immediately record the specifics of the claim or "suit" and the date received; and
- ii. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Knowledge of a claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

2. Where **Broad Form Named Insured** is added in **SECTION II – WHO IS AN INSURED** of this endorsement, Condition 4. **Other Insurance b. Excess Insurance (1).(a)** is replaced by the following:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock, and not withstanding any other language in any other policy. This provision does not apply to a policy written to apply specifically in excess of this policy.

**B. The following are added:**

**10. Condition (5) of 2. "Duties in the event Occurrence, Offense, Claim or Suit" c.** You or any other involved insured must:

**(5)** Upon our request, replace or repair the property covered under **Voluntary Property Damage Coverage** at your actual cost, excluding profit or overhead.

**11. Blanket Waiver Of Subrogation**

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you, ongoing operations performed by you or on your behalf, done under a contract with that person or organization, "your work", or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal and advertising injury" offense is committed.

**12. Liberalization**

If a revision to this Coverage Part, which would provide more coverage with no additional premium becomes effective during the policy period in the state designated for the first Named Insured shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

**13. Unintentional Failure to Disclose All Hazards**

Based on our reliance on your representations as to existing hazards, if you unintentionally should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**14. The following conditions are added in regard to Coverage G - Product Recall Expense**

In event of a "product recall", you must

- a. See to it that we are notified as soon as practicable of a "product recall". To the extent possible, notice should include how, when and where the "product recall" took place and estimated "product recall expense".
- b. Take all reasonable steps to minimize "product recall expense". This will not increase the limits of insurance.
- c. If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. Your answers must be signed.
- d. Permit us to inspect and obtain other information proving the loss. You must send us a signed, sworn statement of loss containing the information we request to investigate the claim. You must do this within 60 days after our request.
- e. Cooperate with us in the investigation or settlement of any claim.
- f. Assist us upon our request, in the enforcement of any rights against any person or organization which may be liable to you because of loss to which this insurance applies.

**15. Limited Railroad Contractual Liability**

The following conditions are applicable only to coverage afforded by reason of the redefining of an "insured contract" in the **DEFINITIONS** section of this endorsement:

- a. Railroad Protective Liability coverage provided by **Railroad Protective Liability Coverage Form (CG 00 35)** with minimum limits of \$2,000,000 per occurrence and a \$6,000,000 general aggregate limit must be in place for the entire duration of any project.
- b. Any amendment to the Other Insurance condition of **Railroad Protective Liability Coverage Form (CG 00 35)** alters the primacy of the coverage or which impairs our right to contribution will rescind any coverage afforded by the redefined "insured contract" language.
- c. For the purposes of the **Other Insurance** condition of **Railroad Protective Liability Coverage Form (CG 00 35)** you, the named insured, will be deemed to be the designated contractor.

## **SECTION V – DEFINITIONS**

- A.** At item 12. "Mobile equipment" the wording at f.(1) is deleted and replaced by the following:
- f.(1)** Equipment designed primarily for:
- (a)** Snow removal;
  - (b)** Road maintenance, but not construction or resurfacing; or
  - (c)** Street cleaning;
- except for such vehicles that have a gross vehicle weight less than 1,000 lbs which are not designed for highway use.
- B.** Item 3. "Bodily injury" is deleted and replaced with the following:
- 3.** "Bodily injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.
- C.** Item 9. "Insured contract" c. is deleted and replaced with the following:
- c.** Any easement or license agreement;
- D.** Item 9. "Insured Contract" f.(1) is deleted
- E.** The following definitions are added for this endorsement only:
- 23.** "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tape drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- 24.** "Product recall" means a withdrawal or removal from the market of "your product" based on the determination by you or any regulatory or governmental agency that:
- a.** The use or consumption of "your product" has caused or will cause actual or alleged "bodily injury" or "property damage"; and
  - b.** Such determination requires you to recover possession or control of "your product" from any distributor, purchaser or user, to repair or replace "your product", but only if "your product" is unfit for use or consumption, or is hazardous as a result of:
    - (1)** An error or omission by an insured in the design, manufacturing, processing, labeling, storage, or transportation of "your product"; or
    - (2)** Actual or alleged intentional, malicious or wrongful alteration or contamination of "your product" by someone other than you.
- 25.** "Product recall expense" means reasonable and necessary expenses for:
- a.** Telephone, radio and television communication and printed advertisements, including stationery, envelopes and postage.
  - b.** Transporting recalled products from any purchaser, distributor or user, to locations designated by you.
  - c.** Remuneration paid to your employees for overtime, as well as remuneration paid to additional employees or independent contractors you hire.
  - d.** Transportation and accommodation expense incurred by your employees.
  - e.** Rental expense incurred for temporary locations used to store recalled products.
  - f.** Expense incurred to properly dispose of recalled products, including packaging that cannot be reused.
  - g.** Transportation expenses incurred to replace recalled products.
  - h.** Repairing, redistributing or replacing covered recalled products with like products or substitutes, not to exceed your original cost of manufacturing, processing, acquisition and/or distribution.
- These expenses must be incurred as a result of a "product recall".
- 26.** "Written Contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:
- a.** Is currently in effect or becoming effective during the term of this policy; and
  - b.** Was executed prior to:
    - (1)** The "bodily injury" or "property damage"; or
    - (2)** The offense that caused the "personal and advertising injury",
 for which the additional insured seeks coverage under this coverage part.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/19/2018

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

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

PRODUCER Holmes Murphy & Assoc - CR  201 First Street SE, Suite 700  Cedar Rapids, IA 52401	1-800-300-0325	CONTACT NAME: Paula Dixon PHONE (A/C. No. Ext): 800-527-9049 E-MAIL ADDRESS:	FAX (A/C. No.):
INSURED Snyder & Associates, Inc.  2727 Southwest Snyder Blvd P.O. Box 1159 Ankeny, IA 50023		INSURER(S) AFFORDING COVERAGE INSURER A: XL SPECIALTY INS CO	NAIC # 37885
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: 54592712

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>Professional Liability</b> Claims Made			DPR9932456	09/24/18	09/24/19	Per Claim 2,000,000 Aggregate 4,000,000

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

A waiver of subrogation applies on the professional liability policy in favor of the City of Cedar Falls, IA.

**CERTIFICATE HOLDER****CANCELLATION**

City of Cedar Falls  220 Clay Street  Cedar Falls, IA 50613  USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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ACORD 25 (2016/03)

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mfarrellcr  
54592712

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**Exhibit C**

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**2019 Engineering Services  
Cedar Falls, Iowa  
City Project Number EN-000-3174**

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2/9/12

**STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN  
CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF  
CEDAR FALLS**

This document outlines the Standard Terms and Conditions for all Contractors who perform work or services for the City of Cedar Falls under a contract. The term, "Contractor," as used in this document, includes an engineer, an architect, and any other design professional providing professional services to the City of Cedar Falls, Iowa, under a contract (but excludes construction contractors).

1. This Contract may not be modified or amended except by a writing signed by an authorized representative of the City of Cedar Falls and of the Contractor.
2. Time is of the essence of this Contract.
3. Contractor shall be an independent contractor with respect to the services to be performed under this Contract. Neither Contractor nor its subcontractors, agents, or employees, shall be deemed to be employees or agents of the City.
4. Contractor shall perform all duties in accordance with all applicable federal, state and local laws and regulations.
5. If Contractor breaches this Contract, the City shall have all remedies available to it at law or in equity.
6. Severability. If any provision of this Contract is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Contract shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.
7. Assignment. Contractor may not assign this Contract or any of its rights or obligations hereunder, without the prior written consent of the City, which consent may be withheld in the sole and absolute discretion of the City.
8. Survival of Obligations. All obligations and duties which by their nature extend beyond the term of this Contract shall survive the expiration or termination of this Contract.

9. Governing Law; Jurisdiction; Venue and Trial. This Contract shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Iowa, excluding its conflicts of law rules. The parties hereto agree that the exclusive jurisdiction and venue shall be in the Iowa District Court for Black Hawk County, and in no other jurisdiction or location, and shall not be removed to federal court. The parties hereby agree to waive the right to trial by jury and agree to submit all disputes to a trial by judge alone. The parties agree that no disputes under this Contract shall be submitted to binding arbitration, but may be submitted to mediation by mutual consent of both parties.

10. Any failure of Contractor to comply with the Insurance Requirements for Contractors for the City of Cedar Falls set forth on Exhibit B, shall constitute a default under this Contract.

11. Attorneys' Fees. In the event of litigation, the City shall under no circumstances be obligated for payment of any attorneys' fees of Contractor or any other party, arising out of such litigation.

12. Payment. Payment of Contractor's invoices shall be due no sooner than thirty (30) days from the date of invoice. In the event any invoices are not paid within thirty (30) days, the City shall pay interest thereon at the rate provided for by Section 668.13(3), Code of Iowa, computed monthly.

13. The City shall not be obligated to maintain confidentiality of Contractor documents or records that are furnished to the City if such documents are public records under the Iowa Open Records Law, Chapter 22, Code of Iowa, and the City shall have no responsibility to Contractor for disclosure of such records.

14. Under no circumstances shall the City waive any damages against the Contractor or any other party arising out of any breach of this Contract, whether consequential, indirect, special, or punitive damages.

15. Under no circumstances shall the Contractor's liability to the City be limited to any specific amount or sum, whether that amount is the compensation paid by the City to the Contractor under this Contract, or the dollar amount of coverage provided for in the Insurance Requirements for Contractors for the City of Cedar Falls, Exhibit B.

16. No waiver of the City's subrogation rights against the Contractor or any other party shall conflict with the provisions of the City Insurance Requirements, Exhibit B.

17. Limitations Period. There shall be no limitation, except as provided for by Iowa law, on the period of time within which the City may make any claim against the Contractor or other party under the provisions of this Contract.

18. This Contract shall not be binding on the City unless and until approved by the City Council of the City at a duly constituted meeting, and signed by the Mayor and City Clerk of the City.

19. Warranties. Contractor represents and warrants that all services furnished to the City under this Contract shall be furnished in a skilled and workmanlike manner, in accordance with the degree of skill and care that is required by current, good and sound practices applicable to the Contractor's industry or profession, and as otherwise required by applicable law.

20. Force Majeure. Neither party to this Contract shall be liable to the other party for delays in performing the services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure.

**SNYDER & ASSOCIATES, INC.**  
**2018-19**  
**STANDARD FEE SCHEDULE**

Billing Classification/Level	Billing Rate
<b>Professional</b>	
<i>Engineer, Landscape Architect, Land Surveyor, Legal, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer</i>	
Principal II	\$202.00 /hour
Principal I	\$191.00 /hour
Senior	\$171.00 /hour
VIII	\$158.00 /hour
VII	\$150.00 /hour
VI	\$144.00 /hour
V	\$134.00 /hour
IV	\$124.00 /hour
III	\$113.00 /hour
II	\$103.00 /hour
I	\$90.00 /hour
<b>Technical</b>	
<i>Technicians--CADD, Survey, Construction Observation</i>	
Lead	\$121.00 /hour
Senior	\$116.00 /hour
VIII	\$108.00 /hour
VII	\$100.00 /hour
VI	\$89.00 /hour
V	\$80.00 /hour
IV	\$74.00 /hour
III	\$62.00 /hour
II	\$54.00 /hour
I	\$47.00 /hour
<b>Administrative</b>	
II	\$62.00 /hour
I	\$50.00 /hour
<b>Reimbursables</b>	
Mileage	<i>current IRS standard rate</i>
Outside Services	<i>As Invoiced</i>

**FOTH INFRASTRUCTURE AND ENVIRONMENT, L.L.C**  
**2018 STANDARD HOURLY RATE SCHEDULE**

<b><u>CLASSIFICATION</u></b>	<b><u>HOURLY RATE</u></b>
Director	\$191.00
Project Manager	\$160.00-\$186.00
Project Scientist	\$110.00-\$135.00
Project Engineer	\$134.00-\$178.00
Staff Engineer	\$108.00-\$132.00
Planner	\$108.00-\$178.00
Technology Manager	\$155.00
Technician	\$75.00-\$134.00
Construction Manager	\$155.00
Land Surveyor	\$125.00-\$158.00
Project Administrator	\$75.00-\$95.00
Administrative Assistant	\$60.00

**REIMBURSABLE EXPENSES**

1. All materials and supplies used in the performance of work on this project will be billed at cost plus 10%.
2. Auto mileage will be reimbursed per the standard mileage reimbursement established by the Internal Revenue Service. Service vehicle mileage will be reimbursed on the basis of \$0.88 per mile.
3. Charges for outside services such as soils and materials testing, fiscal, legal will be billed at their invoice cost plus 15%.
4. All other direct expenses will be invoiced at cost plus 10%.

**ADJUSTMENTS TO FEE SCHEDULE**

1. Fee schedule effective January 1, 2018. Rates subject to change annually on January 1.

# Daily Invoices for Council Meeting 12/3/18

PREPARED 11/29/2018, 13:29:23  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

## ACCOUNT ACTIVITY LISTING

PAGE 1  
 ACCOUNTING PERIOD 05/2019

GROUP	PO	ACCTG	-----TRANSACTION-----		DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
NBR	NBR	PER.	CD	DATE	NUMBER				
FUND 101 GENERAL FUND									
101-1060-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
828		05/19	AP	11/18/18	0391948	54.00			11/21/18
					REFUND-OVER CHARGE 11/18				
					ACCOUNT TOTAL	54.00	.00	54.00	
101-1060-423.89-34 MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG.									
852		05/19	AP	10/03/18	0391877		50.00		11/28/18
					VOID-CHECK NOT NEEDED				
					LOWE, ZACH SPEAKER HONORARIUMON				
					ACCOUNT TOTAL	.00	50.00	50.00-	
101-1199-421.31-10 HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE									
828		05/19	AP	10/30/18	0391947	15.00			11/21/18
					BOOKS SOLD				
828		05/19	AP	10/30/18	0391947	15.00			11/21/18
					BOOKS SOLD				
828		05/19	AP	10/30/18	0391947	135.00			11/21/18
					BOOKS SOLD				
					ACCOUNT TOTAL	165.00	.00	165.00	
101-1199-441.81-02 PROFESSIONAL SERVICES / AUDIT									
840		05/19	AP	11/19/18	0391965	850.00			11/27/18
					FY18 FILING FEE				
840		05/19	AP	11/19/18	0391960	580.00			11/27/18
					FY18 AUDIT AWARD FEE				
					ACCOUNT TOTAL	1,430.00	.00	1,430.00	
101-1199-441.81-03 PROFESSIONAL SERVICES / RECORDING FEES									
861		05/19	AP	11/27/18	0391969	7.00			11/29/18
					RCD:LIEN RLS.-W.DEKOCK 216 IOWA				
861		05/19	AP	11/27/18	0391969	14.00			11/29/18
					RCD:LIEN RLS.-R.WALKER 2208 COVENTRY				
861		05/19	AP	11/27/18	0391969	67.00			11/29/18
					RCD:MAINT. & REPAIR AGRMT. KWIK TRIP, INC.				
861		05/19	AP	11/27/18	0391969	12.00			11/29/18
					RCD:ORDINANCE NO.2934				
861		05/19	AP	11/27/18	0391969	42.00			11/29/18
					RCD:NTPC.FNL.ASSESS.PROC. WALKER-2208 COVENTRY				
861		05/19	AP	11/27/18	0391969	52.00			11/29/18
					RCD:NTPC.FNL.ASSESS.PROC. BUSHBY-2013 MAPLEWOOD				
861		05/19	AP	11/27/18	0391969	42.00			11/29/18
					RCD:NTPC.FNL.ASSESS.PROC. WILLIAMSON-LINC. & GREELEY				
					ACCOUNT TOTAL	236.00	.00	236.00	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1199-441.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)				
828		05/19 AP		11/15/18	0391942	HY-VEE, INC.-CEDAR FALLS	240.50		11/21/18	
						COUNCIL GOAL SETTING				11/15/18
828		05/19 AP		11/14/18	0391942	HY-VEE, INC.-CEDAR FALLS	243.25		11/21/18	
						COUNCIL GOAL SETTING				11/14/18
828		05/19 AP		11/09/18	0391952	THURM, MANDY	7.48		11/21/18	
						RMB:COFFEE-GOAL SETTING				11/14 & 11/15/18
						ACCOUNT TOTAL	491.23	.00	491.23	
101-1199-441.89-14 MISCELLANEOUS SERVICES / REFUNDS										
840		05/19 AP		11/20/18	0391961	KHAN BROS. CORP.	50.00		11/27/18	
						REF:UNUSED QTR.CIG.PERMIT				CANCELLED
						ACCOUNT TOTAL	50.00	.00	50.00	
101-2225-432.81-44 PROFESSIONAL SERVICES / USGS RIVER GAUGE										
819		05/19 AP		11/01/18	0391922	CENTURYLINK	41.06		11/19/18	
						CEDAR RIVER GAUGE-OCT'18				
						ACCOUNT TOTAL	41.06	.00	41.06	
101-2225-432.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
861		05/19 AP		11/28/18	0391978	IOWA DEPT-TRANSPORTATION	120.00		11/29/18	
						PCC 1 RECERT.-ERICKSON				BOONE
						ACCOUNT TOTAL	120.00	.00	120.00	
101-2245-442.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
861		05/19 AP		11/28/18	0391976	GRAHAM, SHANE	259.63		11/29/18	
						RMB:TRAVEL-ECON.DEV.MTG.				SAN ANTONIO, TX
						ACCOUNT TOTAL	259.63	.00	259.63	
101-2245-442.89-79 MISCELLANEOUS SERVICES / SINGLE FAM CONV INCENTIVE										
819		05/19 AP		11/16/18	0391927	STEPHANIE SAAK	5,000.00		11/19/18	
						2/2 DNPMT.RENT.CONV.INCNT				1509 FRANKLIN STREET
						ACCOUNT TOTAL	5,000.00	.00	5,000.00	
101-4511-414.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT										
861		05/19 AP		11/09/18	0391992	SCHREIBER, KURT	52.76		11/29/18	
						RMB:PSO FIRE EQUIPMENT				WITMER PUBLIC SAFETY GRP.
						ACCOUNT TOTAL	52.76	.00	52.76	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-4511-414.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)				
819		05/19 AP		11/10/18	0391921	BROWN, DEREK RMB:TRVL- IEMSA CONT.EDUC. DES MOINES	398.20			11/19/18
						ACCOUNT TOTAL	398.20	.00	398.20	
101-4511-414.89-14						MISCELLANEOUS SERVICES / REFUNDS				
840		05/19 AP		11/26/18	0391956	AREA ELECTRIC REF:RENT.PERMIT-204 1/2 204 1/2 MAIN STREET	225.00			11/27/18
						ACCOUNT TOTAL	225.00	.00	225.00	
101-4511-414.89-40						MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE				
861		05/19 AP		11/09/18	0391992	SCHREIBER, KURT RMB:UNIFORM ALLOWANCE-PSO WITMER PUBLIC SAFETY GRP.	97.24			11/29/18
						ACCOUNT TOTAL	97.24	.00	97.24	
101-5521-415.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
861		05/19 AP		10/01/18	0391996	THOMSON REUTERS - WEST INVESTIGATIVE SOFTWARE 9/1-9/30;REISSUE #129309	261.41			11/29/18
						ACCOUNT TOTAL	261.41	.00	261.41	
101-5521-415.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)				
861		05/19 AP		11/28/18	0391990	O'NEILL, DENNIS RMB:TRVL.-COMMAND LDRSHP. AURORA, IL	14.79			11/29/18
861		05/19 AP		11/15/18	0391992	SCHREIBER, KURT RMB:TRVL.-TASER CERT.TRNG CHICAGO	243.79			11/29/18
828		05/19 AP		11/11/18	0391955	YATES, KELLI RMB:MEALS-WELLNESS/TRAUMA CONF.-OAKBROOK, IL	58.88			11/21/18
852		05/19 AP		11/09/18	0391902	BELZ, MATTHEW VOID-NEW AMOUNT REM:TRAVEL-IAE EDUC.CONF.		232.21		11/28/18
861		05/19 AP		11/09/18	0391967	BELZ, MATTHEW RMB:TRAVEL-IAI EDUC.CONF. JOHNSTON-REISSUE #391902	55.25			11/29/18
						ACCOUNT TOTAL	372.71	232.21	140.50	
101-5521-415.89-40						MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE				
840		05/19 AP		11/23/18	0391964	SHAFER, SAM RMB:UNIFORM ALLOWANCE FLEET FARM	19.68			11/27/18
861		05/19 AP		11/14/18	0391970	BURKHARDT, KATIE RMB:UNIFORM ALLOWANCE KOHL'S	63.62			11/29/18
840		05/19 AP		11/13/18	0391958	BROWN, DANIEL RMB:UNIFORM ALLOWANCE SCHEELS	90.09			11/27/18

GROUP	PO	ACCTG	-----TRANSACTION-----						
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-5521-415.89-40						MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE			
840		05/19 AP		11/12/18	0391963	SCHREIBER, KURT	130.00		11/27/18
						RMB:UNIFORM ALLOWANCE			
						BROOKSRUNNING.COM			
						ACCOUNT TOTAL	303.39	.00	303.39
101-7703-423.88-17 OUTSIDE AGENCIES / CEDAR FALLS BAND									
828		05/19 AP		11/19/18	0391933	CEDAR FALLS MUNICIPAL BAND	2,019.87		11/21/18
						PROPERTY TAX PAYMENT			
						ACCOUNT TOTAL	2,019.87	.00	2,019.87
101-7753-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
828		05/19 AP		11/15/18	0391940	GRABER, KEITH	75.00		11/21/18
						BASKETBALL OFFICIAL-11/15			
828		05/19 AP		11/15/18	0391945	MEEKS, MARCUS	64.50		11/21/18
						BASKETBALL OFFICIAL-11/15			
828		05/19 AP		11/15/18	0391954	WILLIAMS, MELVIN TYRONE	63.00		11/21/18
						BASKETBALL OFFICIAL-11/15			
828		05/19 AP		11/15/18	0391944	MCCARRON, SEAN	72.00		11/21/18
						BASKETBALL OFFICIAL-11/15			
828		05/19 AP		11/15/18	0391936	DEAN, RANDOLPH	66.00		11/21/18
						BASKETBALL OFFICIAL-11/15			
828		05/19 AP		11/15/18	0391934	CLARK, ZACH	114.00		11/21/18
						BASKETBALL OFFICIAL-11/15			
						ACCOUNT TOTAL	454.50	.00	454.50
						FUND TOTAL	12,032.00	282.21	11,749.79
FUND 203 TAX INCREMENT FINANCING									
203-0000-487.50-05						TRANSFERS OUT / TRANSFERS - TIF			
828		05/19 AP		11/19/18	0391932	CAPITAL PROJECTS FUND	41,983.43		11/21/18
						PROPERTY TAX PAYMENT			
828		05/19 AP		11/19/18	0391932	CAPITAL PROJECTS FUND	17,024.09		11/21/18
						PROPERTY TAX PAYMENT			
828		05/19 AP		11/19/18	0391932	CAPITAL PROJECTS FUND	3,169.93		11/21/18
						PROPERTY TAX PAYMENT			
828		05/19 AP		11/19/18	0391937	DEBT SERVICE	133,224.24		11/21/18
						PROPERTY TAX PAYMENT			
						ACCOUNT TOTAL	195,401.69	.00	195,401.69
						FUND TOTAL	195,401.69	.00	195,401.69

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 206 STREET CONSTRUCTION FUND										
FUND 215 HOSPITAL FUND										
FUND 216 POLICE BLOCK GRANT FUND										
FUND 217 SECTION 8 HOUSING FUND										
FUND 223 COMMUNITY BLOCK GRANT										
FUND 224 TRUST & AGENCY										
FUND 242 STREET REPAIR FUND										
FUND 254 CABLE TV FUND										
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING										
861		05/19 AP		11/27/18	0391975	ENGEL, JEFF ANNOUNCER	100.00			11/29/18
PROJECT#: 759										
861		05/19 AP		11/27/18	0391977	HALL, JIM ANNOUNCER	100.00			11/29/18
PROJECT#: 759										
861		05/19 AP		11/27/18	0391995	SURMA, JOSEPH EDWARD CAMERA OPERATOR	80.00			11/29/18
PROJECT#: 759										
861		05/19 AP		11/27/18	0391973	DEWITT, JASON CAMERA OPERATOR	80.00			11/29/18
PROJECT#: 759										
828		05/19 AP		11/17/18	0391951	SURMA, JOSEPH EDWARD CAMERA OPERATOR	210.00			11/21/18
PROJECT#: 756										
828		05/19 AP		11/17/18	0391938	DEWITT, JASON CAMERA OPERATOR	210.00			11/21/18
PROJECT#: 756										
828		05/19 AP		11/17/18	0391946	MENNEN, MIKE CAMERA OPERATOR	210.00			11/21/18
PROJECT#: 756										
828		05/19 AP		11/17/18	0391941	HUNT, PHILLIP CAMERA OPERATOR	210.00			11/21/18
PROJECT#: 756										
ACCOUNT TOTAL							1,200.00	.00	1,200.00	
FUND TOTAL							1,200.00	.00	1,200.00	
FUND 258 PARKING FUND										
FUND 261 TOURISM & VISITORS										
FUND 262 SENIOR SERVICES & COMM CT										
262-1092-423.87-01 RENTALS / RENTALS										
828		05/19 AP		11/20/18	0391949	SADIK KUCUKSARI	250.00			11/21/18
REFUND-SECURITY DEPOSIT										
828		05/19 AP		11/20/18	0391950	SHAZIA BASHIR	250.00			11/21/18
REFUND-SECURITY DEPOSIT										
819		05/19 AP		11/15/18	0391926	KAY LEEPER	250.00			11/19/18
REFUND-SECURITY DEPOSIT										
ACCOUNT TOTAL							750.00	.00	750.00	

GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 262	SENIOR SERVICES & COMM CT								
	FUND TOTAL								750.00
							.00	750.00	
FUND 291	POLICE FORFEITURE FUND								
FUND 292	POLICE RETIREMENT FUND								
FUND 293	FIRE RETIREMENT FUND								
293-4511-414.54-02	WORKERS COMP / FIRE WORKERS COMP								
840		05/19 AP 10/07/18		0391959		EMERIC, INC.	74.46	11/27/18	
		W/C:V.MICHEL-10/07/18							
840		05/19 AP 09/28/18		0391959		EMERIC, INC.	69.48	11/27/18	
		W/C:S.EASTMAN-09/28/18							
	ACCOUNT TOTAL								143.94
							.00	143.94	
	FUND TOTAL								143.94
							.00	143.94	
FUND 294	LIBRARY RESERVE								
FUND 295	SOFTBALL PLAYER CAPITAL								
FUND 296	GOLF CAPITAL								
FUND 297	REC FACILITIES CAPITAL								
FUND 298	HEARST CAPITAL								
FUND 311	DEBT SERVICE FUND								
FUND 402	WASHINGTON PARK FUND								
FUND 404	FEMA								
FUND 405	FLOOD RESERVE FUND								
FUND 407	VISION IOWA PROJECT								
FUND 408	STREET IMPROVEMENT FUND								
FUND 430	2004 TIF BOND								
FUND 431	2014 BOND								
FUND 432	2003 BOND								
FUND 433	2001 TIF								
FUND 434	2000 BOND								
FUND 435	1999 TIF								
FUND 436	2012 BOND								
436-1220-431.94-83	CAPITAL PROJECTS / WEST 1ST STREET								
861		05/19 AP 11/28/18		0391972		CARMEN S. BARKER F/K/A CARMEN	5,670.00	11/29/18	
		3118-W.1ST ST. RECONST.				PARCEL#55-PURCHASE AGRMT.			
PROJECT#:		023118							
861		05/19 AP 11/28/18		0391974		DUSTIN SHEPHERD	100.00	11/29/18	
		3118-W.1ST ST. RECONST.				PARCEL#25-TENANT AGRMT.			
PROJECT#:		023118							
861		05/19 AP 11/28/18		0391968		BENDABLE EQUITIES, LLC	37,400.00	11/29/18	
		3118-W.1ST ST. RECONST.				PARCEL#25-PURCHASE AGRMT.			
PROJECT#:		023118							
861		05/19 AP 11/28/18		0391971		BURTON G. NEWGARD	14,100.00	11/29/18	
		3118-W.1ST ST. RECONST.				PARCEL#62-PURCHASE AGRMT.			
PROJECT#:		023118							
861		05/19 AP 11/28/18		0391983		JULIE VANDEKREKE	100.00	11/29/18	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 436 2012 BOND										
436-1220-431.94-83 CAPITAL PROJECTS / WEST 1ST STREET										
continued										
						3118-W.1ST ST. RECONST. PARCEL#59-TENANT AGRMT.				
PROJECT#:		023118								
861		05/19 AP		11/28/18	0391979	IRINA RONEY	100.00			11/29/18
						3118-W.1ST ST. RECONST. PARCEL#59-TENANT AGRMT.				
PROJECT#:		023118								
861		05/19 AP		11/28/18	0391980	JAMES A. & CAROL J. STEINBREC	5,890.00			11/29/18
						3118-W.1ST ST. RECONST. PARCEL#59-PURCHASE AGRMT.				
PROJECT#:		023118								
861		05/19 AP		11/28/18	0391966	ASHLEY MCGINNIS FITNESS INC.	100.00			11/29/18
						3118-W.1ST ST. RECONST. PARCEL#3-TENANT AGRMT.				
PROJECT#:		023118								
861		05/19 AP		11/28/18	0391985	LOCO INC.	100.00			11/29/18
						3118-W.1ST ST. RECONST. PARCEL#3-TENANT AGRMT.				
PROJECT#:		023118								
861		05/19 AP		11/28/18	0391986	LOCO RENTALS, LLC	14,500.00			11/29/18
						3118-W.1ST ST. RECONST. PARCEL#3-PURCHASE AGRMT.				
PROJECT#:		023118								
861		05/19 AP		11/28/18	0391991	QUENTIN R. & BERTHA E. HENRY	8,105.00			11/29/18
						3118-W.1ST ST. RECONST. PARCEL#47-PURCHASE AGRMT.				
PROJECT#:		023118								
861		05/19 AP		11/28/18	0391993	SCHUERMAN'S 66 INC.	43,000.00			11/29/18
						3118-W.1ST ST. RECONST. PARCEL#4-PURCHASE AGRMT.				
PROJECT#:		023118								
861		05/19 AP		11/28/18	0391984	KEITH & JENNIFER BAILEY	7,475.00			11/29/18
						3118-W.1ST ST. RECONST. PARCEL#57-PURCHASE AGRMT.				
PROJECT#:		023118								
861		05/19 AP		11/28/18	0391982	JORDAN VELASQUEZ & JORDAIN MI	100.00			11/29/18
						3118-W.1ST ST. RECONST. PARCEL#11-TENANT AGRMT.				
PROJECT#:		023118								
861		05/19 AP		11/28/18	0391981	JERRY L. HUMMEL REVOCABLE LIV	8,600.00			11/29/18
						3118-W.1ST ST. RECONST. PARCEL#11-PURCHASE AGRMT.				
PROJECT#:		023118								
828		05/19 AP		11/19/18	0391935	DANIEL F. AND LYNNE JORDAN	12,500.00			11/21/18
						3118-W.1ST ST. RECONST. PARCEL#31-PURCHASE AGRMT.				
PROJECT#:		023118								
852		05/19 AP		11/05/18	0391835	EMILY R. GRIGG-CALDWELL & SHI		8,900.00		11/28/18
						VOID-REISSUE ADDL PAYEE 3118-W.1ST ST. RECONST.				
PROJECT#:		023118								
852		05/19 AP		10/30/18	0391818	SANDRA K. NEUMAN		9,375.00		11/28/18
						VOID-NEW AMOUNT 3118-W.1ST ST. RECONST.				
PROJECT#:		023118								
						ACCOUNT TOTAL	157,840.00	18,275.00	139,565.00	
						FUND TOTAL	157,840.00	18,275.00	139,565.00	

GROUP	PO	ACCTG	----TRANSACTION----			DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION		BALANCE
							-----	POST DT ----
FUND 437	2018	BOND						
FUND 438	2006	BOND FUND						
FUND 439	2008	BOND FUND						
FUND 443		CAPITAL PROJECTS						
FUND 472		PARKADE RENOVATION						
FUND 473		SIDEWALK ASSESSMENT						
FUND 483		ECONOMIC DEVELOPMENT						
FUND 484		ECONOMIC DEVELOPMENT LAND						
FUND 541	2018	STORM WATER BONDS						
FUND 544	2008	SEWER BONDS						
FUND 545	2006	SEWER BONDS						
FUND 546		SEWER IMPROVEMENT FUND						
FUND 547		SEWER RESERVE FUND						
FUND 548	1997	SEWER BOND FUND						
FUND 549	1992	SEWER BOND FUND						
FUND 550	2000	SEWER BOND FUND						
FUND 551		REFUSE FUND						
551-7785-436.73-01		OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES						
819	05/19 AP	10/31/18 0391929				55.67		11/19/18
		DEBTOR#020609256-WALTERS						EMILY & MITCHELL WALTERS
		ACCOUNT TOTAL				55.67	.00	55.67
551-7785-436.87-02		RENTALS / MATERIAL DISPOSAL/HANDLIN						
840	05/19 AP	11/15/18 0391957				20,911.50		11/27/18
		LANDFILL SRV:11/1-11/15						11/01-11/15/18
		ACCOUNT TOTAL				20,911.50	.00	20,911.50
		FUND TOTAL				20,967.17	.00	20,967.17
FUND 552		SEWER RENTAL FUND						
552-2265-436.86-33		REPAIR & MAINTENANCE / SLUDGE REMOVAL						
840	05/19 AP	11/15/18 0391957				179.12		11/27/18
		LANDFILL SRV:11/1-11/15						11/01-11/15/18
		ACCOUNT TOTAL				179.12	.00	179.12
		FUND TOTAL				179.12	.00	179.12
FUND 553	2004	SEWER BOND						

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 555 STORM WATER UTILITY										
FUND 570 SEWER ASSESSMENT										
FUND 606 DATA PROCESSING FUND										
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT										
819		05/19 AP		11/06/18	0391931	U.S. CELLULAR	43.68			11/19/18
						CELL PHONE:11/6-12/5/18				
828		05/19 AP		11/06/18	0391953	U.S. CELLULAR	2,059.66			11/21/18
						WIRELESS SRV:11/6-12/5/18				
819		05/19 AP		11/01/18	0391923	CENTURYLINK	132.00			11/19/18
						CITY PHONE SERV.-NOV'18				
819		05/19 AP		11/01/18	0391922	CENTURYLINK	53.85			11/19/18
						CITY PHONE SERV.-NOV'18				
819		05/19 AP		11/01/18	0391922	CENTURYLINK	2,342.58			11/19/18
						CITY PHONE SERV.-NOV'18				
819		05/19 AP		10/31/18	0391924	CENTURYLINK LONG DISTANCE	210.74			11/19/18
						LONG DIST.PH.SRV.-OCT'18				
						ACCOUNT TOTAL	4,842.51	.00		4,842.51
						FUND TOTAL	4,842.51	.00		4,842.51
FUND 680 HEALTH INSURANCE FUND										
680-1902-457.51-01 INSURANCE / HEALTH INSURANCE										
852		05/19 AP		10/30/18	0391853	ROBINSON, JAY		445.36		11/28/18
						VOID-CHECK NOT NEEDED				REF:NOVEMBER PREMIUMS
852		05/19 AP		10/30/18	0391853	ROBINSON, JAY		445.36		11/28/18
						VOID-CHECK NOT NEEDED				REF:OCTOBER PREMIUMS
						ACCOUNT TOTAL	.00	890.72		890.72-
680-1902-457.51-06 INSURANCE / DENTAL INSURANCE										
852		05/19 AP		10/30/18	0391853	ROBINSON, JAY		27.56		11/28/18
						VOID-CHECK NOT NEEDED				REF:NOVEMBER PREMIUMS
852		05/19 AP		10/30/18	0391853	ROBINSON, JAY		27.56		11/28/18
						VOID-CHECK NOT NEEDED				REF:OCTOBER PREMIUMS
						ACCOUNT TOTAL	.00	55.12		55.12-
						FUND TOTAL	.00	945.84		945.84-
FUND 681 HEALTH SEVERANCE										
681-1902-457.51-10 INSURANCE / HEALTH SEVERANCE PAYMENTS										
861		05/19 AP		11/17/18	0391987	LUX, JOSH	52.66			11/29/18
						RMB:HEALTH SEV.1/2 NOV'18				
						ACCOUNT TOTAL	52.66	.00		52.66

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 681 HEALTH SEVERANCE										
FUND TOTAL							52.66	.00	52.66	
FUND 682 HEALTH INSURANCE - FIRE										
FUND 685 VEHICLE MAINTENANCE FUND										
FUND 686 PAYROLL FUND										
686-0000-222.05-00 PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE										
820		05/19 AP		11/19/18	0391919	ADVANTAGE ADMINISTRATORS	7,139.38			11/19/18
CAFETERIA PLAN:11/21/18										
820		05/19 AP		11/19/18	0391928	TEAMSTERS LOCAL #238	2,384.00			11/19/18
UNION DUES-NOVEMBER 2018										
820		05/19 AP		11/19/18	0391930	TRANSAMERICA LIFE INSURANCE C	115.62			11/19/18
A611-#EG0005400-SCHILLING										
820		05/19 AP		11/19/18	0391925	IOWA DISTRICT COURT	50.00			11/19/18
WAGE ASSIGNMT.#SRRCR221682										
820		05/19 AP		11/19/18	0391920	BLACK HAWK CO.SHERIFF	489.27			11/19/18
GARNISHMENT #GCSC008196										
ACCOUNT TOTAL							10,178.27	.00	10,178.27	
FUND TOTAL							10,178.27	.00	10,178.27	
FUND 687 WORKERS COMPENSATION FUND										
687-1902-457.51-02 INSURANCE / WORKERS COMP INSURANCE										
840		05/19 AP		11/13/18	0391962	KIMBALL BEECHER FAMILY DENTIS	241.00			11/27/18
W/C:R.TUVE-11/13/18										
861		05/19 AP		08/02/18	0391994	STONERIVER PHARMACY SOLUTIONS	15.95			11/29/18
W/C:A.SCHAFFER-08/02/18										
861		05/19 AP		07/17/18	0391994	STONERIVER PHARMACY SOLUTIONS	282.55			11/29/18
W/C:B.HEATH-07/17/18										
861		05/19 AP		07/16/18	0391994	STONERIVER PHARMACY SOLUTIONS	52.81			11/29/18
W/C:T.WEEKS-07/16/18										
861		05/19 AP		05/29/18	0391989	MILWAUKEE RADIOLOGISTS LTD.	30.40			11/29/18
W/C:K.LEWIS-05/29/18										
ACCOUNT TOTAL							622.71	.00	622.71	
FUND TOTAL							622.71	.00	622.71	
FUND 688 LTD INSURANCE FUND										
FUND 689 LIABILITY INSURANCE FUND										
689-1902-457.51-05 INSURANCE / LIABILITY INSURANCE										
828		05/19 AP		11/20/18	0391943	JENNY CHAMBERLIN	5,336.57			11/21/18
LIAB:J.CHAMBERLIN-VEHICLE										
COLLISION ON 11/5/18										
861		05/19 AP		09/27/18	0391988	MICHAEL BERNS	3,995.00			11/29/18
LIAB:M. BERNS SETTLEMENT										
MV COLLISION 08/13/18										

GROUP	PO	ACCTG	---TRANSACTION---				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 689 LIABILITY INSURANCE FUND									
689-1902-457.51-05 INSURANCE / LIABILITY INSURANCE									
						continued			
ACCOUNT TOTAL							9,331.57	.00	9,331.57
FUND TOTAL							9,331.57	.00	9,331.57
FUND 724 TRUST & AGENCY									
724-0000-487.50-01 TRANSFERS OUT / TRANSFERS TO GENERAL FUND									
828		05/19 AP		11/19/18	0391939	GENERAL FUND	141,425.85		11/21/18
						PROPERTY TAX PAYMENT			
ACCOUNT TOTAL							141,425.85	.00	141,425.85
FUND TOTAL							141,425.85	.00	141,425.85
FUND 727 GREENWOOD CEMETERY P-CARE									
FUND 728 FAIRVIEW CEMETERY P-CARE									
FUND 729 HILLSIDE CEMETERY P-CARE									
FUND 790 FLOOD LEVY									
GRAND TOTAL							554,967.49	19,503.05	535,464.44

Council Meeting 12/3/18 - Council Invoices

PREPARED 11/29/2018, 16:37:11  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

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 ACCOUNTING PERIOD 05/2019

GROUP	PO	ACCTG	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	POST DT
FUND 101 GENERAL FUND									
101-1008-441.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES			
812				06/19 AP	11/16/18 0000000	LEGISLATIVE SERVICES AGENCY	125.00		11/29/18
				2019 IA	CODE/2018 IA ACTS				
						ACCOUNT TOTAL	125.00	.00	125.00
101-1008-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS									
812				06/19 AP	11/05/18 0000000	INTERNATL.INST.MUNICIPAL CLER THROUGH 12/31/19	210.00		11/29/18
812				06/19 AP	11/05/18 0000000	INTERNATL.INST.MUNICIPAL CLER THROUGH 12/31/19	110.00		11/29/18
						ACCOUNT TOTAL	320.00	.00	320.00
101-1028-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS									
812				06/19 AP	10/30/18 0000000	GOVERNMENT FINANCE OFFICERS A	125.00		11/29/18
812				06/19 AP	10/30/18 0000000	GOVERNMENT FINANCE OFFICERS A	125.00		11/29/18
						ACCOUNT TOTAL	250.00	.00	250.00
101-1048-441.81-29 PROFESSIONAL SERVICES / LEGAL CONSULTANTS									
812				06/19 AP	12/01/18 0000000	AHLERS AND COONEY, P.C.	2,500.00		11/29/18
812				06/19 AP	12/01/18 0000000	SWISHER & COHRT, P.L.C.	2,600.00		11/29/18
812				06/19 AP	10/31/18 0000000	REDFERN, MASON, LARSEN & MOORE, LGL:MISC MATTERS	1,102.00		11/29/18
812				06/19 AP	10/31/18 0000000	REDFERN, MASON, LARSEN & MOORE, LGL:GREENHILL VILL.9TH AD	3,068.50		11/29/18
						ACCOUNT TOTAL	11,427.00	.00	11,427.00
101-1048-441.81-30 PROFESSIONAL SERVICES / LEGAL-CODE ENFORCEMENT									
812				06/19 AP	12/01/18 0000000	SWISHER & COHRT, P.L.C.	1,000.00		11/29/18
						ACCOUNT TOTAL	1,000.00	.00	1,000.00

GROUP NBR	FO NBR	ACCTG CD	TRANSACTION DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
FUND 101 GENERAL FUND								
101-1199-441	812		06/19 AP 11/16/18	0000000	PRINTING LEGISLATIVE SERVICES AGENCY	260.00		11/29/18
101-1199-441	812		2019 IA CODE/2018 IA ACTS	0000000	2019 COURT RULES	514.00		11/29/18
101-1199-441	812		11/5/18 CC MTG.MINS/BILLS	0000000	COURIER LEGAL COMMUNICATIONS	162.51		11/29/18
101-1199-441	812		06/19 AP 11/15/18	0000000	COURIER LEGAL COMMUNICATIONS	38.01		11/29/18
101-1199-441	812		ORD.2933-REZONE A1 TO HW1	0000000	CONDITIONAL			
101-1199-441	812		06/19 AP 11/09/18	0000000	COURIER LEGAL COMMUNICATIONS	145.66		11/29/18
101-1199-441	812		ORD.2932-PFTE STANDARD	0000000	DIST.			
101-1199-441	812		06/19 AP 11/06/18	0000000	COURIER COMMUNICATIONS			
					SUBSCRIPTION:UP TO 52 WKS			
					ACCOUNT TOTAL	1,120.18	.00	1,120.18
101-1199-441	863		06/19 AP 11/19/18	0000000	PROFESSIONAL SERVICES / AUDIT	10,900.00		11/29/18
101-1199-441	863		COMPLETION FY18 AUDIT	0000000	EIDE BAILLY, LLP			
					ACCOUNT TOTAL	10,900.00	.00	10,900.00
101-2205-432	827		06/19 AP 11/06/18	0000000	OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES	145.67		11/29/18
101-2205-432	827		SUBSCRIPTION:UP TO 52 WKS	0000000	COURIER COMMUNICATIONS			
					ACCOUNT TOTAL	145.67	.00	145.67
101-2225-432	827		06/19 AP 11/06/18	0000000	PROFESSIONAL SERVICES / PROFESSIONAL SERVICES	4,665.41		11/29/18
101-2225-432	827		3139-2017 SURVEY SERVICES	0000000	AECOM TECHNICAL SERVICES, INC			
101-2225-432	827		10/06/18-11/02/18	0000000	10/06/18-11/02/18			
					PROJECT#: 023139			
					ACCOUNT TOTAL	4,665.41	.00	4,665.41
101-2225-432	863		06/19 AP 11/19/18	0000000	PROFESSIONAL SERVICES / USGS RIVER GAUGE	10.31		11/29/18
101-2225-432	863		FINCHFORD RIVER GAUGE	0000000	MIDAMERICAN ENERGY			
101-2225-432	863		10/18/18-11/19/18	0000000	10/18/18-11/19/18			
					ACCOUNT TOTAL	10.31	.00	10.31
101-2245-442	827		06/19 AP 11/06/18	0000000	OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES	145.67		11/29/18
101-2245-442	827		SUBSCRIPTION:UP TO 52 WKS	0000000	COURIER COMMUNICATIONS			
					ACCOUNT TOTAL	145.67	.00	145.67

GROUP NBR	FO NBR	ACCTG PER	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-2245-442	812	06/19	AP	11/20/18	0000000	PRINTING / COURIER LEGAL COMMUNICATIONS P&Z	33.42			11/29/18
PH NTC-REZONE A1 TO R1										
ACCOUNT TOTAL							33.42	.00	33.42	
101-4511-414	848	06/19	AP	11/26/18	0000000	LAUNDRY ARAMARK	5.90			11/29/18
MOPS;TOWELS-STATION #1										
101-4511-414	848	06/19	AP	11/19/18	0000000	ARAMARK	5.90			11/29/18
MOPS;TOWELS-STATION #1										
ACCOUNT TOTAL							11.80	.00	11.80	
101-4511-414	848	06/19	AP	11/07/18	0000000	EMS/RESCUE SUPPLIES / EMERGENCY MEDICAL PRODUCTS, I	1,311.36			11/29/18
SMART PADS;DEFIB.PAD;MASK W/VENT;GASTRIC KITS;BATT.										
ACCOUNT TOTAL							1,311.36	.00	1,311.36	
101-4511-414	848	06/19	AP	11/26/18	0000000	DORMITORY FURNISHINGS / DIRECT APPLIANCE & TV CENTER	219.00			11/29/18
NEW MICROWAVE OVEN-FD										
ACCOUNT TOTAL							219.00	.00	219.00	
101-4511-414	848	06/19	AP	11/16/18	0000000	TRANSPORTATION&EDUCATION / EDUCATION	50.00			11/29/18
IOWA STATE UNIV-TREASURER										
101-4511-414	848	06/19	AP	11/16/18	0000000	DUSANKA DEVIC / IOWA STATE UNIV-TREASURER	100.00			11/29/18
1 CERT.FEE-FFI& HM-RETEST ADAM HANCOCK										
ACCOUNT TOTAL							150.00	.00	150.00	
101-4511-414	848	06/19	AP	11/14/18	0000000	REPAIR & MAINTENANCE / SANDRY FIRE SUPPLY, L.L.C.	55.50			11/29/18
FIX TURNOUT GEAR-INOUE										
ACCOUNT TOTAL							55.50	.00	55.50	
101-4511-414	848	06/19	AP	11/14/18	0000000	EQUIPMENT / SANDRY FIRE SUPPLY, L.L.C.	3,336.45			11/29/18
REPLACEMENT FIRE HOSE										
ACCOUNT TOTAL							3,336.45	.00	3,336.45	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	
							POST DT			
FUND 101 GENERAL FUND										
101-5521-415.72-01	853	05/19	AP	10/01/18	0129309	OPERATING SUPPLIES / THOMSON REUTERS - WEST		261.41	11/28/18	
						VOID-CHECK LOST				
						ACCOUNT TOTAL	.00	261.41	261.41	
101-5521-415.72-11	812	06/19	AP	11/16/18	0000000	DUES, BOOKS, MAGAZINES / LEGISLATIVE SERVICES AGENCY	200.00		11/29/18	
						2019 IOWA CODES (2)				
						ACCOUNT TOTAL	200.00	.00	200.00	
101-5521-415.72-19	851	06/19	AP	11/15/18	0000000	PRINTING / PARKADE PRINTER, INC.	105.25		11/29/18	
						PERSONNEL ACTION FORMS				
						ACCOUNT TOTAL	105.25	.00	105.25	
101-5521-415.72-20	851	06/19	AP	11/09/18	0000000	OFFICERS EQUIPMENT / ENTENMANN-ROVIN CO.	2,108.20		11/29/18	
						P.O. BADGES #155-160				
						ACCOUNT TOTAL	2,108.20	.00	2,108.20	
101-5521-415.72-99	851	06/19	AP	11/21/18	0000000	POSTAGE / FEDERAL EXPRESS	62.44		11/29/18	
						SEND BLDG.KEYS CPT.BROWN				
						ACCOUNT TOTAL	62.44	.00	62.44	
101-5521-415.86-05	851	06/19	AP	10/10/18	0000000	EQUIPMENT REPAIRS / O'DONNELL ACE HARDWARE	1.89		11/29/18	
						NUTS/BOLTS-GUN MAINT.				
						ACCOUNT TOTAL	1.89	.00	1.89	
101-5521-415.89-40	851	06/19	AP	11/27/18	0000000	MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE	48.00		11/29/18	
						MARLOW WHITE				
						ADD'L BRAID-HONOR GUARD				
						ACCOUNT TOTAL	48.00	.00	48.00	
101-5521-425.81-20						PROFESSIONAL SERVICES / HUMANE SOCIETY				

FO	ACCTG	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
FUND 101 GENERAL FUND								
101-5521-425	81-20				PROFESSIONAL SERVICES / HUMANE SOCIETY			
851			06/19	AP 11/12/18 0000000	CEDAR BEND HUMANE SOCIETY	2,854.50		11/29/18
OCT'18 ANIMAL SURRENDER								
851			06/19	AP 11/05/18 0000000	WATERLOO, CITY OF	7,988.00		11/29/18
ANIMAL CALLS;9/1-9/30/18								
ACCOUNT TOTAL						10,842.50	.00	10,842.50
101-7713-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES								
842			06/19	AP 11/15/18 0000000	SERVICEWEAR APPAREL, INC.	152.32		11/29/18
UNIFORMS CEMETERY								
818			06/19	AP 10/31/18 0000000	NAPA AUTO PARTS	54.71		11/29/18
PARTS AND EXPENSES OCT'18								
ACCOUNT TOTAL						207.03	.00	207.03
101-7716-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES								
842			06/19	AP 11/19/18 0000000	MENARDS-CEDAR FALLS	114.38		11/29/18
SHOWER REPAIR PARTS								
PROJECT#:	062507							
842			06/19	AP 11/16/18 0000000	MARTIN BROS.DISTRIBUTING	78.39		11/29/18
CLOROX,SOAP,BOWL CLEANER, TOWELS,TISSUE,LINERS								
PROJECT#:	062501							
842			06/19	AP 11/16/18 0000000	MARTIN BROS.DISTRIBUTING	434.20		11/29/18
CLOROX,SOAP,BOWL CLEANER, TOWELS,TISSUE,LINERS								
PROJECT#:	062507							
842			06/19	AP 11/16/18 0000000	MARTIN BROS.DISTRIBUTING	175.06		11/29/18
CLOROX,SOAP,BOWL CLEANER, TOWELS,TISSUE,LINERS								
PROJECT#:	062510							
811			06/19	AP 11/14/18 0000000	JOHNSTONE SUPPLY OF WATERLOO	376.08		11/29/18
AIR FILTERS								
PROJECT#:	062506							
811			06/19	AP 11/14/18 0000000	JOHNSTONE SUPPLY OF WATERLOO	219.84		11/29/18
AIR FILTERS								
PROJECT#:	062503							
842			06/19	AP 11/06/18 0000000	MENARDS-CEDAR FALLS	19.98		11/29/18
EQUIPMENT HANGERS								
PROJECT#:	062507							
818			06/19	AP 10/31/18 0000000	NAPA AUTO PARTS	2,732.52		11/29/18
PARTS AND EXPENSES OCT'18								
ACCOUNT TOTAL						4,150.45	.00	4,150.45
101-7716-446.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT								
811			06/19	AP 11/13/18 0000000	MARTIN BROS.DISTRIBUTING	227.03		11/29/18
FLOOR SCRUBBER REPAIR								
PROJECT#:	062503							

GROUP NBR	PO ACCTS NBR	CD DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND								
101-7716-446.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT								
842	06/19 AP	11/13/18	0000000	MENARDS-CEDAR FALLS POWER WASHER	129.00		129.00	11/29/18
PROJECT#:	062507							
ACCOUNT TOTAL								
					356.03	.00	356.03	
101-7716-446.73-06 OTHER SUPPLIES / BUILDING REPAIR								
842	06/19 AP	11/21/18	0000000	O'DONNELL ACE HARDWARE FITTINGS, VALVE FOR STEAM GENERATOR	29.61		29.61	11/29/18
PROJECT#:	062507							
842	06/19 AP	11/21/18	0000000	O'DONNELL ACE HARDWARE MENDER HOSE, CLAMP HOSES DEHUMIDIFIER DRAIN	12.14		12.14	11/29/18
PROJECT#:	062507							
842	06/19 AP	11/21/18	0000000	STEAM SAUNA ROOM	367.20		367.20	11/29/18
PROJECT#:	062507							
842	06/19 AP	11/20/18	0000000	O'DONNELL ACE HARDWARE BRUSHES, STEAM GENERATOR REPAIR	19.98		19.98	11/29/18
PROJECT#:	062506							
842	06/19 AP	11/20/18	0000000	O'DONNELL ACE HARDWARE CAULK FOR SHOWERS	21.38		21.38	11/29/18
PROJECT#:	062507							
842	06/19 AP	11/19/18	0000000	O'DONNELL ACE HARDWARE SHOWER REPAIR SUPPLIES	17.15		17.15	11/29/18
PROJECT#:	062507							
811	06/19 AP	11/15/18	0000000	O'DONNELL ACE HARDWARE BOLTS- CART REPAIR	.54		.54	11/29/18
PROJECT#:	062508							
842	06/19 AP	11/15/18	0000000	MENARDS-CEDAR FALLS DOOR WEATHERPROOFING SUPPLIES	26.75		26.75	11/29/18
PROJECT#:	062503							
842	06/19 AP	11/15/18	0000000	O'DONNELL ACE HARDWARE NUTS BOLTS-CART REPAIR	1.03		1.03	11/29/18
PROJECT#:	062508							
811	06/19 AP	11/14/18	0000000	JOHNSTONE SUPPLY OF WATERLOO HVAC BELT	15.68		15.68	11/29/18
PROJECT#:	062506							
811	06/19 AP	11/13/18	0000000	JOHNSTONE SUPPLY OF WATERLOO HVAC BELT	63.70		63.70	11/29/18
PROJECT#:	062503							
811	06/19 AP	11/13/18	0000000	O'DONNELL ACE HARDWARE AERATOR FOR FAUCET	6.99		6.99	11/29/18
PROJECT#:	062505							
811	06/19 AP	11/08/18	0000000	STEAM SAUNA STEAM SAUNA TIMER	341.00		341.00	11/29/18
PROJECT#:	062507							
811	06/19 AP	11/06/18	0000000	PLUMB SUPPLY COMPANY, LLC SAFETY VALVE -STEAM SAUNA	106.90		106.90	11/29/18

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
-----TRANSACTION-----									POST DT
FUND 101 GENERAL FUND									
101-7716-446.73-06 OTHER SUPPLIES / BUILDING REPAIR									
PROJECT#:	811	06/19 AP	11/05/18	0000000	062507	POLK'S LOCK SERVICE, INC.	100.00		11/29/18
LOCK REPAIR AND REPLACE									
PROJECT#:	811	06/19 AP	11/05/18	0000000	062501	POLK'S LOCK SERVICE, INC.	55.00		11/29/18
LOCK REPAIR AND REPLACE									
PROJECT#:	811	06/19 AP	11/05/18	0000000	062503	POLK'S LOCK SERVICE, INC.	110.70		11/29/18
LOCK REPAIR AND REPLACE									
PROJECT#:	811	06/19 AP	11/05/18	0000000	062507	POLK'S LOCK SERVICE, INC.	110.70		11/29/18
LOCK REPAIR AND REPLACE									
ACCOUNT TOTAL							1,295.75	.00	1,295.75
101-7716-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL									
PROJECT#:	842	06/19 AP	11/16/18	0000000	062505	PLUNKETT'S PEST CONTROL, INC	25.00		11/29/18
PEST CONTROL									
PROJECT#:	842	06/19 AP	11/16/18	0000000	062505	PLUNKETT'S PEST CONTROL, INC	25.00		11/29/18
PEST CONTROL									
ACCOUNT TOTAL							25.00	.00	25.00
101-7716-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS									
PROJECT#:	842	06/19 AP	11/21/18	0000000	062508	ARAMARK	9.12		11/29/18
MATS - COMMUNITY CENTER									
PROJECT#:	842	06/19 AP	11/21/18	0000000	062508	ARAMARK	54.50		11/29/18
MATS - LIBRARY									
PROJECT#:	842	06/19 AP	11/20/18	0000000	062503	ARAMARK	45.00		11/29/18
MATS - WELCOME CENTER									
PROJECT#:	842	06/19 AP	11/20/18	0000000	062508	ARAMARK	119.00		11/29/18
MATS - PUB WORKS COMPLEX									
PROJECT#:	842	06/19 AP	11/19/18	0000000	062506	KOCH CONSTRUCTION, INC.	168.95		11/29/18
ROOF REPAIR									
PROJECT#:	842	06/19 AP	11/14/18	0000000	062510	ARAMARK	62.50		11/29/18
MATS - CITY HALL									
PROJECT#:	811	06/19 AP	11/08/18	0000000	062501	ENGINEERED CONTROLS, INC.	4,095.00		11/29/18
CONTROLS MAINTENANCE									
PROJECT#:	811	06/19 AP	11/07/18	0000000	062506	AGREEMENT 1/1-12/31/19	66.00		11/29/18
LOCK REPAIR									
PROJECT#:	842	06/19 AP	11/07/18	0000000	062507	POLK'S LOCK SERVICE, INC.	9.12		11/29/18
MATS - COMMUNITY CENTER									

GROUP NBR	PO NBR	ACCTG PER.	CD DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
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FUND 101 GENERAL FUND  
 101-7716-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS continued

PROJECT#:	842	06/19 AP	11/07/18	0000000	ARAMARK MATS - LIBRARY	54.50			11/29/18
PROJECT#:	811	06/19 AP	10/31/18	0000000	ARAMARK MATS CITY HALL	62.50			11/29/18
PROJECT#:	811	06/19 AP	10/30/18	0000000	CHRISTIE DOOR COMPANY GARAGE DOOR REPAIR	130.00			11/29/18
PROJECT#:	811	06/19 AP	10/12/18	0000000	COURIER COMMUNICATIONS STATEMENT FEE	153.47			11/29/18
					ACCOUNT TOTAL	5,029.66	.00		5,029.66

PROJECT#:	842	06/19 AP	11/19/18	0000000	MECH EQUIPMENT SERVICING PLUMB TECH INC.	634.71			11/29/18
PROJECT#:	842	06/19 AP	11/14/18	0000000	AIRE SERV.OF THE CEDAR VALLEY FLOOD VALVE REPAIR	582.82			11/29/18
PROJECT#:	842	06/19 AP	11/13/18	0000000	PLUMB TECH INC. HVAC REPAIR - LIBRARY	1,435.94			11/29/18
PROJECT#:	842	06/19 AP	11/13/18	0000000	PLUMB TECH INC. HVAC REPAIR	360.00			11/29/18
					ACCOUNT TOTAL	3,013.47	.00		3,013.47

PROJECT#:	811	06/19 AP	10/24/18	0000000	MAINTENANCE & UPKEEP CHRISTIE DOOR COMPANY	1,503.00			11/29/18
PROJECT#:	842	06/19 AP	11/26/18	0000000	TESTAMERICA LABORATORIES, INC PROSHOP WATER TEST	21.00			11/29/18
					ACCOUNT TOTAL	21.00	.00		21.00

PROJECT#:	811	06/19 AP	11/26/18	0000000	TESTAMERICA LABORATORIES, INC PROSHOP WATER TEST	21.00			11/29/18
					ACCOUNT TOTAL	21.00	.00		21.00

101-7733-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-7733-423	842	06/19 AP		11/19/18	0000000	OPERATING SUPPLIES / SERVICEWEAR APPAREL, INC.	62.10		11/29/18	
						UNIFORMS PARK-J MURRAY				
842		06/19 AP		11/15/18	0000000	SERVICEWEAR APPAREL, INC.	81.10		11/29/18	
						UNIFORMS PARKS				
811		06/19 AP		11/13/18	0000000	O'DONNELL ACE HARDWARE	7.69		11/29/18	
						GARAGE DOOR LUBE				
818		06/19 AP		10/31/18	0000000	NAPA AUTO PARTS	135.70		11/29/18	
						PARTS AND EXPENSES OCT'18				
818		06/19 AP		10/17/18	0000000	DALTON PLEG, HEATING & COOLING	79.95		11/29/18	
						PFEIFFER PARK BATHROOM				
						ACCOUNT TOTAL	366.54	.00	366.54	
101-7753-423.72-30 OPERATING SUPPLIES / DROP IN EQUIP & SUPPLIES										
836		06/19 AP		11/14/18	0000000	ARAMARK	46.00		11/29/18	
						MATS				
						ACCOUNT TOTAL	46.00	.00	46.00	
101-7753-423.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP										
836		06/19 AP		04/11/18	0000000	STEAM SAUNA	1,083.20		11/29/18	
						TANK REBUILD KIT				
						ACCOUNT TOTAL	1,083.20	.00	1,083.20	
101-7753-423.86-31 REPAIR & MAINTENANCE / SWIM POOL REPAIR & MAINT.										
836		06/19 AP		11/12/18	0000000	TAYLOR & ASSOCIATES, INC.	17,624.00		11/29/18	
						CHAISE LOUNGES				
						ACCOUNT TOTAL	17,624.00	.00	17,624.00	
101-7780-423.72-71 OPERATING SUPPLIES / GALLERY SUPPLIES										
844		06/19 AP		11/25/18	0000000	GA'S MULTI SERVICE, LLC	30.00		11/29/18	
						REFRAME WILDENHAIN WORKS				
						ACCOUNT TOTAL	30.00	.00	30.00	
101-7780-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
844		06/19 AP		11/08/18	0000000	BEL CANTO CEDAR VALLEY	400.00		11/29/18	
						HOLIDAY CONCERT 12/9/18				
856		06/19 AP		11/08/18	0000000	LEBEDEVA, LIUDMILA	120.00		11/29/18	
						CELLO PERFORMANCE DEC 8				
						WILDENHAIN OPENING RECEIPT				
						ACCOUNT TOTAL	520.00	.00	520.00	



GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
FUND 206 STREET CONSTRUCTION FUND									
206-7737	436.73-32	OTHER SUPPLIES / STREETS							
811		06/19	AP	11/13/18	0000000	TRACTOR SUPPLY CO.	36.98		11/29/18
1 1/2 TANK FITTINGS							continued		
811		06/19	AP	11/12/18	0000000	MENARDS-CEDAR FALLS	16.96		11/29/18
818		06/19	AP	11/10/18	0000000	ASPRO, INC.	1,804.82		11/29/18
811		06/19	AP	11/08/18	0000000	MENARDS-CEDAR FALLS	38.92		11/29/18
818		06/19	AP	10/31/18	0000000	NAPA AUTO PARTS	341.52		11/29/18
PARTS AND EXPENSES OCT'18							2,273.08	.00	2,273.08
ACCOUNT TOTAL									
206-7747-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
818		06/19	AP	10/31/18	0000000	NAPA AUTO PARTS	1.57		11/29/18
PARTS AND EXPENSES OCT'18							1.57	.00	1.57
ACCOUNT TOTAL									
206-7747-436.73-12 OTHER SUPPLIES / TRAFFIC SIGNALS									
842		06/19	AP	11/07/18	0000000	ECHO GROUP, INC.	7.46		11/29/18
BREAKER - SIGNAL CABINET							7.46	.00	7.46
ACCOUNT TOTAL									
206-7747-436.86-72 REPAIR & MAINTENANCE / CONTRACT STREET PAINTING									
842		06/19	AP	11/14/18	0000000	LASER LINE STRIPING & SWEEPIN	3,920.00		11/29/18
ROUNDABOUT PAINTING							3,920.00	.00	3,920.00
ACCOUNT TOTAL									
206-7747-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
842		06/19	AP	11/15/18	0000000	ECHO GROUP, INC.	135.52		11/29/18
ELECTRICAL PARTS							3,759.80		11/29/18
811		06/19	AP	11/07/18	0000000	IOWA PRISON INDUSTRIES	269.62		11/29/18
811		06/19	AP	11/02/18	0000000	ECHO GROUP, INC.	4,164.94		4,164.94
PARTS-ELECTRIC UPGRADE							4,164.94	.00	4,164.94
ACCOUNT TOTAL									
FUND TOTAL							39,523.64	.00	39,523.64

GROUP NBR	PO NBR	ACCTG PER	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
FUND 215 HOSPITAL FUND									
FUND 216 POLICE BLOCK GRANT FUND									
FUND 217 SECTION 8 HOUSING FUND									
FUND 223 COMMUNITY BLOCK GRANT									
827		06/19	AP	10/31/18	0000000	/ PROFESSIONAL SERVICES	402.73		11/29/18
						IOWA NORTHLAND REGIONAL CO. O			
						OCTOBER EXPENSES			
827		06/19	AP	10/31/18	0000000	IOWA NORTHLAND REGIONAL CO. O	395.30		11/29/18
						OCTOBER EXPENSES			
827		06/19	AP	10/31/18	0000000	IOWA NORTHLAND REGIONAL CO. O	1,349.70		11/29/18
						OCTOBER EXPENSES			
						CDBG CONSOLIDATED PLAN			
						ACCOUNT TOTAL	2,147.73	.00	2,147.73
FUND 223-2234-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
812		06/19	AP	11/12/18	0000000	COURIER LEGAL COMMUNICATIONS	20.64		11/29/18
						PN:CDBG FUNDS USE			
827		06/19	AP	10/31/18	0000000	IOWA NORTHLAND REGIONAL CO. O	2,664.49		11/29/18
						CDBG REHAB/REPAIR			
						ACCOUNT TOTAL	2,685.13	.00	2,685.13
FUND 224 TRUST & AGENCY									
FUND 242 STREET REPAIR FUND									
811		06/19	AP	11/08/18	0000000	BENTON'S READY MIX CONCRETE, CONCRETE - 310 4TH ST	372.50		11/29/18
						PROJECT#: 062436			
						ACCOUNT TOTAL	372.50	.00	372.50
FUND 242-1240-431.92-67 STRUCTURE IMPROV & BLDGS / WEST 20TH ST. BOX CULVERT									
827		06/19	AP	11/08/18	0000000	IIW, P.C.	9,960.00		11/29/18
						EXTRA SERVICES/PAINT TEST			
						PROJECT#: 023117			
827		06/19	AP	08/24/18	0000000	PETERSON CONTRACTORS	74,501.95		11/29/18
						PROJECT#: 3117-W.20TH BRIDGE REPL.			
						ACCOUNT TOTAL	84,461.95	.00	84,461.95
FUND 242-1240-431.92-67 STRUCTURE IMPROV & BLDGS / WEST 20TH ST. BOX CULVERT									
827		06/19	AP	11/08/18	0000000	IIW, P.C.	9,960.00		11/29/18
						EXTRA SERVICES/PAINT TEST			
						PROJECT#: 023117			
827		06/19	AP	08/24/18	0000000	PETERSON CONTRACTORS	74,501.95		11/29/18
						PROJECT#: 3117-W.20TH BRIDGE REPL.			
						ACCOUNT TOTAL	84,461.95	.00	84,461.95
FUND 242-1240-431.92-67 STRUCTURE IMPROV & BLDGS / WEST 20TH ST. BOX CULVERT									
827		06/19	AP	11/08/18	0000000	IIW, P.C.	9,960.00		11/29/18
						EXTRA SERVICES/PAINT TEST			
						PROJECT#: 023117			
827		06/19	AP	08/24/18	0000000	PETERSON CONTRACTORS	74,501.95		11/29/18
						PROJECT#: 3117-W.20TH BRIDGE REPL.			
						ACCOUNT TOTAL	84,461.95	.00	84,461.95
FUND 242-1240-431.92-67 STRUCTURE IMPROV & BLDGS / WEST 20TH ST. BOX CULVERT									
827		06/19	AP	11/08/18	0000000	IIW, P.C.	9,960.00		11/29/18
						EXTRA SERVICES/PAINT TEST			
						PROJECT#: 023117			
827		06/19	AP	08/24/18	0000000	PETERSON CONTRACTORS	74,501.95		11/29/18
						PROJECT#: 3117-W.20TH BRIDGE REPL.			
						ACCOUNT TOTAL	84,461.95	.00	84,461.95

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 254 CABLE TV FUND										
254-1088-812	431-89-18	MISCELLANEOUS SERVICES		06/19 AP	11/21/18	0000000 IOWA HIGH SCHOOL SPORTS NETWO	300.00			11/29/18
		COPY OF CF FINAL FB				IHSAA STATE FB 2018				
		ACCOUNT TOTAL					300.00	.00	300.00	
		FUND TOTAL					300.00	.00	300.00	
FUND 258 PARKING FUND										
258-5531-812	435-81-22	PROFESSIONAL SERVICES		06/19 AP	11/06/18	0000000 WANTMAN GROUP INC	16,966.25			11/29/18
		DT PARKING STUDY-1ST PMT								
		ACCOUNT TOTAL					16,966.25	.00	16,966.25	
FUND 258 PROFESSIONAL SERVICES / CONTRACT SERVICES										
258-5531-812	435-81-48	PROFESSIONAL SERVICES		06/19 AP	10/31/18	0000000 DUNCAN SOLUTIONS, INC.	4,435.52			11/29/18
		PARKING FEES-OCT 2018								
		ACCOUNT TOTAL					4,435.52	.00	4,435.52	
		FUND TOTAL					21,401.77	.00	21,401.77	
FUND 261 TOURISM & VISITORS										
261-7791-841	423-73-55	OTHER SUPPLIES / MEDIA		06/19 AP	10/31/18	0000000 HEUSS PRINTING, INC.	805.50			11/29/18
		1/2 PG AD NOV/DEC IN THE				IOWAN MAGAZINE				
		ACCOUNT TOTAL					805.50	.00	805.50	
FUND 261 UTILITIES / EVENTS, BIDS, & SPONSORS										
261-7791-841	423-85-51	UTILITIES / EVENTS, BIDS, & SPONSORS		06/19 AP	11/16/18	0000000 HILTON GARDEN INN	691.20			11/29/18
		IA HS FOOTBALL SPONSORSH								
		ACCOUNT TOTAL					691.20	.00	691.20	
		FUND TOTAL					1,496.70	.00	1,496.70	

CITY OF CEDAR FALLS

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
									POST DT
FUND 262						SENIOR SERVICES & COMM CT			
FUND 291						POLICE FORFEITURE FUND			
FUND 292						POLICE RETIREMENT FUND			
FUND 293						FIRE RETIREMENT FUND			
FUND 294						LIBRARY RESERVE			
FUND 295						SOFTBALL PLAYER CAPITAL			
FUND 296						GOLF CAPITAL			
296-7723-423.92-01						STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS			
842						CAHOY PUMP SERVICE INC. WELL	21,638.00		11/29/18
						PUMP INSTALL-IRRIGATION			
						ACCOUNT TOTAL	21,638.00	.00	21,638.00
						FUND TOTAL	21,638.00	.00	21,638.00
FUND 297						REC FACILITIES CAPITAL			
FUND 298						HEARST CAPITAL			
FUND 311						DEBT SERVICE FUND			
FUND 402						WASHINGTON PARK FUND			
FUND 404						FEMA			
FUND 405						FLOOD RESERVE FUND			
FUND 407						VISION IOWA PROJECT			
FUND 408						STREET IMPROVEMENT FUND			
408-1240-431.92-63						STRUCTURE IMPROV & BLDGS / UNIV AVE RECONSTRUCTION			
827						FOTH INFRASTRUCTURE & ENVIRON	12,718.16		11/29/18
						06/19 AP 11/20/18 0000000			
						3114-UNIV.AVE.RECON.PH.II			
						023114			
PROJECT#:						06/19 AP 11/20/18 0000000			
827						FOTH INFRASTRUCTURE & ENVIRON	11,096.33		11/29/18
						3140-UNIV.AV.RECON.PH.III			
						023140			
PROJECT#:						ACCOUNT TOTAL	23,814.49	.00	23,814.49
						FUND TOTAL	23,814.49	.00	23,814.49
FUND 430						2004 TIF BOND			
430-1220-431.97-83						TIF BOND PROJECTS / TIF LEGAL FEES			
827						AHLERS AND COONEY, P.C.	854.50		11/29/18
						06/19 AP 10/24/18 0000000			
						LGL:HWY.58 CORR.URB.RENEW			
						SERVICES THRU 10/19/18			
						ACCOUNT TOTAL	854.50	.00	854.50
						FUND TOTAL	854.50	.00	854.50

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
							POST DT		
FUND 431	2014	BOND							
FUND 432	2003	BOND							
FUND 433	2001	TIF							
FUND 434	2000	BOND							
FUND 435	1999	TIF							
FUND 436	2012	BOND							
436-1220-431.95-12	BOND FUND PROJECTS /	GREENHILL ROAD EXTENSION					10,079.75		11/29/18
827	06/19 AP 11/14/18	0000000				PETERSON CONTRACTORS			
	1824-GREENHILL RD. EXTEN.								
PROJECT#:	021824								
ACCOUNT TOTAL							10,079.75	.00	10,079.75
436-1220-431.98-26	CAPITAL PROJECTS /	DOWNTOWN LEVEE IMPROVEMNT							
827	06/19 AP 11/19/18	0000000				TERRACON CONSULTANTS, INC.	2,157.00		11/29/18
	1975-DOWNTN.LEVEE IMPROV.					SOIL/CONCRETE TESTING			
PROJECT#:	021975								
827	06/19 AP 10/29/18	0000000				ECHO GROUP, INC.	230.09		11/29/18
	1975-DOWNTN.LEVEE IMPROV.					4-1/4-2 ELECTRICAL WORK			
PROJECT#:	021975								
827	06/19 AP 10/26/18	0000000				ECHO GROUP, INC.	215.24		11/29/18
	1975-DOWNTN.LEVEE IMPROV.					4-1/4-2 ELECTRICAL WORK			
PROJECT#:	021975								
ACCOUNT TOTAL							2,602.33	.00	2,602.33
FUND TOTAL							12,682.08	.00	12,682.08
FUND 437	2018	BOND							
437-1220-431.95-48	BOND FUND PROJECTS /	BUNKER GEAR & PASS DEVICE							
848	06/19 AP 09/21/18	0000000				SANDRY FIRE SUPPLY, L.L.C.	33,971.64		11/29/18
	SCBA EQUIPMENT-PSO'S								
PROJECT#:	021975								
ACCOUNT TOTAL							33,971.64	.00	33,971.64
FUND TOTAL							33,971.64	.00	33,971.64
FUND 438	2006	BOND FUND							
FUND 439	2008	BOND FUND							
FUND 443	CAPITAL PROJECTS								
FUND 472	PARKADE RENOVATION								

GROUP NBR	PO NBR	ACCTG PER	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
-----TRANSACTION-----									
FUND 473 SIDEWALK ASSESSMENT									
FUND 483 ECONOMIC DEVELOPMENT									
FUND 484 ECONOMIC DEVELOPMENT LAND									
FUND 541 2018 STORM WATER BONDS									
FUND 544 2008 SEWER BONDS									
FUND 545 2006 SEWER BONDS									
545-7755-436.96-81 SEWER BOND PROJECTS / DRY RUN CREEK SAN SEW IMP									
827 06/19 AP 11/15/18 0000000 SNYDER & ASSOCIATES, INC.									
3096-DRYRUN CREEK SAN SEW SERVICES THRU 10/31/18									
PROJECT#: 023096									
ACCOUNT TOTAL							2,583.48	.00	2,583.48
FUND TOTAL							2,583.48	.00	2,583.48
FUND 546 SEWER IMPROVEMENT FUND									
FUND 547 SEWER RESERVE FUND									
FUND 548 1997 SEWER BOND FUND									
FUND 549 1992 SEWER BOND FUND									
FUND 550 2000 SEWER BOND FUND									
FUND 551 REFUSE FUND									
551-7785-426.81-20 PROFESSIONAL SERVICES / HUMANE SOCIETY									
851 06/19 AP 11/05/18 0000000 WATERLOO, CITY OF									
DEER DISPOSAL,9/1-9/30/18									
ACCOUNT TOTAL							679.00	.00	679.00
551-7785-436.72-17 OPERATING SUPPLIES / UNIFORMS									
842 06/19 AP 11/15/18 0000000 SERVICEWEAR APPAREL, INC.									
UNIFORMS REFUSE									
ACCOUNT TOTAL							174.58	.00	174.58
551-7785-436.72-99 OPERATING SUPPLIES / POSTAGE									
818 06/19 AP 11/17/18 0000000 UNITED PARCEL SERVICE									
UPS SHIPPING									
ACCOUNT TOTAL							35.55	.00	35.55
551-7785-436.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES									
811 06/19 AP 11/08/18 0000000 MENARDS-CEDAR FALLS									
PAINT-RECYCLING ROLLOFFS									
811 06/19 AP 11/06/18 0000000 MENARDS-CEDAR FALLS									
CHAIN FOR ROLLOFF DOORS									
ACCOUNT TOTAL							33.57	.00	33.57

GROUP NBR	FO ACCTG NBR	PER. CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
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FUND 551 REFUSE FUND								
818	551-7785-436.73-05		06/19 AP 10/31/18	0000000	OPERATING EQUIPMENT NAPA AUTO PARTS PARTS AND EXPENSES OCT'18	136.38		11/29/18
				ACCOUNT TOTAL		136.38	.00	136.38

FUND 551-7785-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN								
842	551-7785-436.87-02		06/19 AP 11/17/18	0000000	LIBERTY TIRE RECYCLING, LLC	878.85		11/29/18
842	551-7785-436.87-02		06/19 AP 11/16/18	0000000	SCRAP TIRE DISPOSAL	901.75		11/29/18
842	551-7785-436.87-02		06/19 AP 11/16/18	0000000	MIDWEST ELECTRONIC RECOVERY	44.88		11/29/18
811	551-7785-436.87-02		06/19 AP 11/14/18	0000000	ELECTRONIC RECYCLING	28.48		11/29/18
811	551-7785-436.87-02		06/19 AP 11/03/18	0000000	PROANE REFILL RECYCLING	623.18		11/29/18
				ACCOUNT TOTAL		2,477.14	.00	2,477.14

FUND 552 SEWER RENTAL FUND								
837	552-2265-436.72-16		06/19 AP 11/16/18	0000000	TOOLS	96.96		11/29/18
				ACCOUNT TOTAL		96.96	.00	96.96

FUND 552-2265-436.72-26 OPERATING SUPPLIES / TOOLS								
837	552-2265-436.72-26		06/19 AP 11/20/18	0000000	CAMPBELL SUPPLY WATERLOO	39.52		11/29/18
				ACCOUNT TOTAL		39.52	.00	39.52

FUND 552-2265-436.72-50 OPERATING SUPPLIES / SAFETY SUPPLIES								
837	552-2265-436.72-50		06/19 AP 11/21/18	0000000	TESTING & LAB	67.08		11/29/18
				ACCOUNT TOTAL		67.08	.00	67.08

FUND 552-2265-436.72-99 OPERATING SUPPLIES / POSTAGE								
818	552-2265-436.72-99		06/19 AP 11/17/18	0000000	CINTAS FIRST AID & SAFETY	14.99		11/29/18
				ACCOUNT TOTAL		14.99	.00	14.99

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
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FUND 552 SEWER RENTAL FUND  
 552-2265-436.72-99 OPERATING SUPPLIES / POSTAGE

ACCOUNT TOTAL 14.99 .00 14.99

552-2265-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT

837	06/19	AP	11/21/18	0000000	GURNEY & ASSOCIATES, INC.	139.19			11/29/18
					VALVE REBUILD KIT				
837	06/19	AP	11/21/18	0000000	O'DONNELL ACE HARDWARE	92.74			11/29/18
					PLUMBING SUPPLIES				
837	06/19	AP	11/15/18	0000000	O'DONNELL ACE HARDWARE	5.38			11/29/18
					THREADED ROD				
837	06/19	AP	11/14/18	0000000	DEZURIK, INC.	1,166.84			11/29/18
					DETENTION BASIN VALVE REP				
837	06/19	AP	11/14/18	0000000	O'DONNELL ACE HARDWARE	83.98			11/29/18
					SPRAYER				
837	06/19	AP	11/13/18	0000000	O'DONNELL ACE HARDWARE	18.00			11/29/18
					ELECTRICAL SUPPLIES				
837	06/19	AP	11/13/18	0000000	O'DONNELL ACE HARDWARE	25.54			11/29/18
					ELECTRICAL SUPPLIES				
837	06/19	AP	11/12/18	0000000	O'DONNELL ACE HARDWARE	42.97			11/29/18
					ELECTRICAL SUPPLIES				
818	06/19	AP	10/31/18	0000000	NAPA AUTO PARTS	121.16			11/29/18
					PARTS AND EXPENSES OCT'18				
					ACCOUNT TOTAL	1,695.80	.00		1,695.80

552-2265-436.73-36 OTHER SUPPLIES / SAN. LIFT STATION SUPP.

837	06/19	AP	11/12/18	0000000	O'DONNELL ACE HARDWARE	3.39			11/29/18
					CAULK-LIFT STATION				
837	06/19	AP	11/09/18	0000000	CRESCENT ELECTRIC	1,222.85			11/29/18
					BREAKER BOX-MCC-CH LS				
837	06/19	AP	11/09/18	0000000	HUPP ELECTRIC MOTORS	808.88			11/29/18
					TOSHIBA VFD CONTROL PANEL				
					ACCOUNT TOTAL	2,035.12	.00		2,035.12

552-2265-436.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES

837	06/19	AP	10/31/18	0000000	IOWA NORTHLAND REGIONAL CO. O	10,020.13			11/29/18
					3168-W.W. REGIONAL. STUDY				
					PROJECT#: 023168				
					ACCOUNT TOTAL	10,020.13	.00		10,020.13

552-2265-436.86-12 REPAIR & MAINTENANCE / TOWELS

837	06/19	AP	11/21/18	0000000	ARAMARK	12.30			11/29/18
					FLOOR MATS/MOPS-WATER REC				

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
-----TRANSACTION-----							POST DT		
FUND 552 SEWER RENTAL FUND									
552-2265	436	86-12				REPAIR & MAINTENANCE / TOWELS			
ACCOUNT TOTAL							12.30	.00	12.30
continued									
552-2265	436	86-29				REPAIR & MAINTENANCE / LAB & TESTING			
837				06/19	AP 11/16/18	00000000 TESTAMERICA LABORATORIES, INC	155.50		11/29/18
						LAB TESTS			
837				06/19	AP 11/15/18	00000000 TESTAMERICA LABORATORIES, INC	470.50		11/29/18
						LAB TESTS			
837				06/19	AP 11/14/18	00000000 TESTAMERICA LABORATORIES, INC	919.00		11/29/18
						LAB TESTS			
ACCOUNT TOTAL							1,545.00	.00	1,545.00
552-7755	436	73-06				OTHER SUPPLIES / BUILDING REPAIR			
837				06/19	AP 11/08/18	00000000 CHRISTIE DOOR COMPANY	40.00		11/29/18
						GARAGE OPENER			
ACCOUNT TOTAL							40.00	.00	40.00
552-7755	436	73-13				OTHER SUPPLIES / SANITARY SEWERS			
811				06/19	AP 11/07/18	00000000 BENTON'S READY MIX CONCRETE, CONCRETE-4011 KNOLL RIDGE	329.63		11/29/18
ACCOUNT TOTAL							329.63	.00	329.63
552-7755	436	73-27				OTHER SUPPLIES / IOWA ONE CALL			
837				06/19	AP 11/14/18	00000000 BLACKBURN MFG. CO.	173.97		11/29/18
						ONE CALL SUPPLIES			
842				06/19	AP 11/14/18	00000000 IOWA ONE CALL	480.30		11/29/18
						IA ONE CALLS FOR OCT 2018			
ACCOUNT TOTAL							654.27	.00	654.27
552-7755	436	86-12				REPAIR & MAINTENANCE / TOWELS			
837				06/19	AP 11/21/18	00000000 ARAMARK	13.28		11/29/18
						FLOOR MATS/MOPS-SEWER			
ACCOUNT TOTAL							13.28	.00	13.28
FUND TOTAL							16,564.08	.00	16,564.08

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 553 2004 SEWER BOND										
FUND 555 STORM WATER UTILITY										
555-2230-432	837	72-01		06/19 AP	11/21/18	OPERATING SUPPLIES / OPERATING SUPPLIES FEDERAL EXPRESS	32.40			11/29/18
SHIPPING-IA DNR NPDES PER							32.40	.00		32.40
ACCOUNT TOTAL										
FUND 555-2230-432.73-34 OTHER SUPPLIES / STORM SEWERS										
811				06/19 AP	11/08/18	UTILITY EQUIPMENT COMPANY	30.00			11/29/18
3-SEWER CAPS							30.00	.00		30.00
ACCOUNT TOTAL										
555-2230-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
827				06/19 AP	11/21/18	VIETH CONSTRUCTION CORPORATIO	918.18			11/29/18
3093-2017 PERMEABLE ALLEY							7,400.99			11/29/18
PROJECT#:	023093									
827				06/19 AP	11/21/18	VIETH CONSTRUCTION CORPORATIO	7,400.99			11/29/18
3093-2017 PERMEABLE ALLEY							8,319.17	.00		8,319.17
PROJECT#:	023093									
ACCOUNT TOTAL										
FUND 606 DATA PROCESSING FUND										
606-1078-441				06/19 AP	11/07/18	OFFICE SUPPLIES / OFFICE DEPOT	126.99			11/29/18
DELL TONER DATA MASTER							126.99	.00		126.99
ACCOUNT TOTAL										
FUND 606-1078-441.81-40 PROFESSIONAL SERVICES / PUBLIC INFORMATION PROG.										
869				06/19 AP	10/31/18	THINK 'N THINK, INC.	6,557.62			11/29/18
PSS SPECIAL ED-CURRENTS							6,557.62	.00		6,557.62
ACCOUNT TOTAL										
FUND 606-1078-441.86-10 REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS										
812				06/19 AP	11/20/18	CARLSON SOFTWARE, INC.	150.00			11/29/18
SOFTWARE MAINT/UPGRADE							150.00	.00		150.00
ACCOUNT TOTAL										

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 606 DATA PROCESSING FUND										
FUND TOTAL							6,834.61	.00	6,834.61	
FUND 680 HEALTH INSURANCE FUND										
FUND 681 HEALTH SEVERANCE										
FUND 682 HEALTH INSURANCE - FIRE										
FUND 685 VEHICLE MAINTENANCE FUND										
818				06/19	AP 10/31/18 0000000	GAS & OIL	4,034.70		11/29/18	
						NAPA AUTO PARTS				
						PARTS AND EXPENSES OCT'18				
ACCOUNT TOTAL							4,034.70	.00	4,034.70	
FUND 685-7798-446.72-16 OPERATING SUPPLIES / TOOLS										
818				06/19	AP 11/15/18 0000000	KAY, PHILIP R.	189.95		11/29/18	
						PULLER PRESS SHOP TOOL				
818				06/19	AP 10/31/18 0000000	NAPA AUTO PARTS	878.25		11/29/18	
						PARTS AND EXPENSES OCT'18				
ACCOUNT TOTAL							1,068.20	.00	1,068.20	
FUND 685-7798-446.72-17 OPERATING SUPPLIES / UNIFORMS										
842				06/19	AP 11/15/18 0000000	SERVICEWEAR APPAREL, INC.	213.38		11/29/18	
						UNIFORMS FLEET MTE				
818				06/19	AP 11/14/18 0000000	SERVICEWEAR APPAREL, INC.	272.21		11/29/18	
						UNIFORMS - CHANDLER RICE				
ACCOUNT TOTAL							485.59	.00	485.59	
FUND 685-7798-446.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
818				06/19	AP 10/31/18 0000000	NAPA AUTO PARTS	938.27		11/29/18	
						PARTS AND EXPENSES OCT'18				
ACCOUNT TOTAL							938.27	.00	938.27	
FUND 685-7798-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES										
811				06/19	AP 11/12/18 0000000	C & C WELDING & SANDBLASTING	20.71		11/29/18	
						WELDING EXPANDING METAL				
842				06/19	AP 11/12/18 0000000	CONTINENTAL RESEARCH CORP.	222.09		11/29/18	
						TEFLA PENT				
818				06/19	AP 11/08/18 0000000	LAWSON PRODUCTS, INC.	806.90		11/29/18	
						WASHERS,SCREWS,SHRINK TUB				
818				06/19	AP 10/31/18 0000000	E,DRILL BITS, MISC	25,320.89		11/29/18	
						NAPA AUTO PARTS				
						PARTS AND EXPENSES OCT'18				
ACCOUNT TOTAL							26,370.59	.00	26,370.59	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
FUND 685 VEHICLE MAINTENANCE FUND									
842				06/19 AP	11/20/18 0000000	/ TOWELS ARAMARK	39.85		11/29/18
818				06/19 AP	11/13/18 0000000	ARAMARK	32.85		11/29/18
811				06/19 AP	10/30/18 0000000	ARAMARK	41.60		11/29/18
811				06/19 AP	10/23/18 0000000	ARAMARK	41.60		11/29/18
						ACCOUNT TOTAL	155.90	.00	155.90
FUND 685-7798-446.86-15 REPAIR & MAINTENANCE / TIRE REPAIRS									
818				06/19 AP	10/31/18 0000000	NAPA AUTO PARTS	1,427.15		11/29/18
						PARTS AND EXPENSES OCT'18			
						ACCOUNT TOTAL	1,427.15	.00	1,427.15
FUND 685-7798-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY									
842				06/19 AP	11/14/18 0000000	FORCE AMERICA DISTRIBUTING LL	202.89		11/29/18
842				06/19 AP	11/13/18 0000000	SUPERIOR WELDING SUPPLY	70.00		11/29/18
842				06/19 AP	10/29/18 0000000	WITHAM AUTO CENTERS	1,868.74		11/29/18
818				06/19 AP	10/25/18 0000000	APPARATUS TESTING SERVICES, L	1,212.50		11/29/18
811				06/19 AP	10/24/18 0000000	RASMUSSEN CO., THE	50.00		11/29/18
811				06/19 AP	10/22/18 0000000	RASMUSSEN CO., THE	45.00		11/29/18
811				06/19 AP	10/11/18 0000000	RASMUSSEN CO., THE	375.00		11/29/18
811				06/19 AP	10/04/18 0000000	RASMUSSEN CO., THE	45.00		11/29/18
						ACCOUNT TOTAL	3,869.13	.00	3,869.13
						FUND TOTAL	38,349.53	.00	38,349.53

FUND 686 PAYROLL FUND

GROUP	PO	ACCTG	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	POST DT	CURRENT BALANCE
NBR	NBR	NBR	NBR	NBR	NBR	NBR	NBR	NBR	NBR	NBR	NBR
FUND 687 WORKERS COMPENSATION FUND											
687-1902-457	51-02	INSURANCE / WORKERS COMP INSURANCE									
812	06/19	AP	10/31/18	0000000			REDFERN, MASON, LARSEN & MOORE, 10/01/18-10/31/18	2,625.40			11/29/18
	LGL:W/C D	KLATT									
812	06/19	AP	10/31/18	0000000			REDFERN, MASON, LARSEN & MOORE, 10/01/18-10/30/18	1,995.50			11/29/18
	LGL:W/C D	DOUGLAS									
857	06/19	AP	10/01/18	0000000			REDFERN, MASON, LARSEN & MOORE, 9/2/18-9/19/18	342.00			11/29/18
	LGL:W/C D	DOUGLAS									
857	06/19	AP	10/01/18	0000000			REDFERN, MASON, LARSEN & MOORE, 9/07/18-9/28/18	802.50			11/29/18
	LGL:W/C D	KLATT									
							ACCOUNT TOTAL	5,765.40	.00		5,765.40
							FUND TOTAL	5,765.40	.00		5,765.40
FUND 688 LTD INSURANCE FUND											
FUND 689 LIABILITY INSURANCE FUND											
689-1902-457	51-05	INSURANCE / LIABILITY INSURANCE									
812	06/19	AP	11/14/18	0000000			KELTEK INCORPORATED	1,065.00			11/29/18
	REMOVE	EQUIP-PD14	FIRE								
812	06/19	AP	10/31/18	0000000			REDFERN, MASON, LARSEN & MOORE, 10/16/18-10/22/18	90.00			11/29/18
	LGL:J.	BALIK									
857	06/19	AP	10/01/18	0000000			REDFERN, MASON, LARSEN & MOORE, 9/24/18	75.00			11/29/18
	LGL:J.	BALIK									
							ACCOUNT TOTAL	1,230.00	.00		1,230.00
							FUND TOTAL	1,230.00	.00		1,230.00
FUND 724 TRUST & AGENCY											
FUND 727 GREENWOOD CEMETERY P-CARE											
FUND 728 FAIRVIEW CEMETERY P-CARE											
FUND 729 HILLSIDE CEMETERY P-CARE											
FUND 790 FLOOD LEVY											
							GRAND TOTAL	414,385.57	261.41		414,124.16

Councilor Robert Green  
314 Olive Street  
Cedar Falls, IA 50613  
November 24, 2018

City Council Members  
City of Cedar Falls  
220 Clay Street  
Cedar Falls, IA 50613

**Subject: Referral for a Five-Year Strategic Plan for the Public Safety Services Department**

Colleagues,

During the November 5th, 2018 City Council Meeting and our Council Goal Setting work session, I floated the idea of developing a Five-Year Strategic Plan for the Public Safety Services Department. At the December 3rd, 2018 Council Meeting, I intend to follow up with this referral:

**“I move that staff prepare a proposal and timeline for creation of a Five-Year Public Safety Strategic Plan, to be adopted no later than December 2, 2019.”**

The purpose of this strategic planning effort would be to:

1. *Identify the various existing departmental **strengths, weaknesses, opportunities, and threats** which necessitate operational and administrative changes within the Public Safety Department;*
2. *Articulate a **vision** for how the Public Safety Department will look in five years;*
3. *Express the **core values** which will be followed while working toward that vision;*
4. *Develop overarching **goals, long-range objectives, mid-range strategies, and short-term actions** which will be (or are already being) carried out to achieve this vision;*
5. *List specific **performance metrics** which will enable stakeholders gauge progress;*
6. *Publish a council-approved **Strategic Plan** in publicly-accessible language for transparency and accountability to our stakeholders (residents, staff, interagency partners, and others).*

As a model, Olympia, WA created a police strategic plan ([bit.ly/olympiapdstratplan](http://bit.ly/olympiapdstratplan)) showing the level of detail I which believe would be appropriate for our needs. At 28 pages, it serves as an excellent communication and accountability tool. Rogers, AR has another good example for their fire department, at 32 pages ([bit.ly/rogersarstratplan](http://bit.ly/rogersarstratplan)). As these documents show, a Strategic Plan isn't a full accounting of all operations, staffing, and funding; instead, it focuses on a few major areas of change. I believe a similar plan would be a vital tool for our community, stakeholders, and first responders, and hope you will agree.

Very respectfully,



Robert Green  
Cedar Falls City Council (At Large)

Cc: Mayor James Brown, Administrator Ron Gaines, Jacque Danielsen (City Clerk)